

Clerk's Stamp:

COURT FILE NUMBER 2503 23335

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

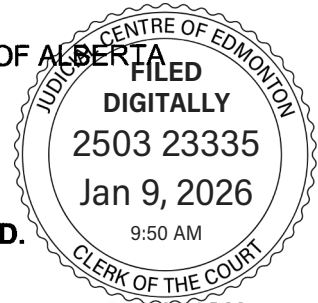
PLAINTIFF **SERVUS CREDIT UNION LTD.**

DEFENDANTS **NISHEU ENTERPRISES LTD., JARNAIL SINGH  
SIHOTA AND BALJIT KAUR SIHOTA**

DOCUMENT **AFFIDAVIT IN SUPPORT OF APPLICATION FOR  
APPOINTMENT OF A RECEIVER**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF PARTY  
FILING THIS DOCUMENT

Dentons Canada LLP  
2500 Stantec Tower  
10220 – 103 Avenue  
Edmonton, Alberta T5J 0K4  
Ph. (780) 423-7219 Fx. (780) 423-7276  
File No.: 405692-656  
Lawyer: Tom Gusa



**Sworn (or affirmed) on January 8, 2026**

I, Chris Millar, of the Town of Beaumont, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am a Senior Commercial Special Loans Manager in Special Loans for Servus Credit Union (“**Servus**”), the Plaintiff in these proceedings, and as such have knowledge of the facts and matters hereinafter deposed to by me, except where stated to be based upon information and belief and where so stated I do verily believe the same to be true.
2. The Defendants, Nisheu Enterprises Ltd. (the “**Borrower**”), Jarnail Singh Sihota (“**Jarnail**”) and Baljit Kaur Sihota (“**Baljit**”), are customers and/or debtors of Servus. I am currently the person at Servus directly responsible for the administration of the accounts of the Defendants insofar as the matters raised in the Statement of Claim in these proceedings.
3. I am authorized to make this Affidavit on behalf of Servus.
4. I make this Affidavit in support of an application for the appointment of BDO Canada Limited (“**BDO**”) as Receiver of the undertakings, property (real and personal) and assets of the Borrower.
5. The Borrower is a company incorporated pursuant to the laws of Alberta, with its registered office located in Calgary, Alberta. Attached hereto and marked as **Exhibit “A”** is a true copy of Alberta Corporate Registry search results for the Borrower.

6. Jarnail and Baljit are the directors and Jarnail is the sole shareholder of the Borrower.

### **OPERATIONS**

7. The Borrower owns a commercial building located in Calgary, Alberta, at 1243 48 Ave NE, Calgary, Alberta (the "**Building**"). The Building is located upon lands held as security by Servus for the indebtedness of the Borrower set out below.

8. To the best of my knowledge:

- (a) the Building is a three floor commercial complex made up of approximately 22,000 square feet of rentable space;
- (b) the Borrower borrowed funds from Servus pursuant to the Loan Agreement (as defined below) for the purpose of redeveloping and renovating the Building to facilitate the leasing of space within the Building to various medical service providers (the "**Building Redevelopment**"); and
- (c) the Building is currently unoccupied, for reasons discussed in more detail below in paragraphs 27-30 of this affidavit.

9. My understanding is that the Borrower's primary business is as the landlord of the Building.

### **THE LOANS**

10. Pursuant to:

- (a) a Credit Facility Letter dated July 25, 2023; and
  - (b) an Amending Credit Facility Letter dated August 2, 2023,
- (collectively, the "**Loan Agreement**"),

the Borrower borrowed money from Servus which it agreed to repay to Servus with interest. Attached hereto and marked as **Exhibit "B"** is a true copy of the Loan Agreement.

11. As a result of such borrowing, the Borrower is indebted to Servus as follows (without limitation) as of December 30, 2025:

- (i) Mortgage Loan – outstanding balance of \$3,874,287.41;
- (ii) Cost Account – outstanding balance of \$241,405.84;
- (iii) interest accruing on the above noted facilities after December 30 as applicable;
- (iv) any additional credit extended or advanced by the Plaintiff to the Borrower under the Loan Agreement in the absolute discretion of the Plaintiff from and after December 30, 2025, plus interest thereon; and

(v) costs on a solicitor and own client full indemnity basis.

(collectively, the "**Indebtedness**").

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

### **THE SECURITY**

13. The Borrower is the registered owner of a fee simple estate in the following lands:

PLAN 1713JK  
BLOCK 2  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
(the "**Lands**")

The Building is located upon the Lands. Attached hereto and marked as **Exhibit "D"** is a true copy of the land title certificate in respect of the Lands.

14. By a Mortgage dated August 16, 2023, and registered in the Alberta Land Titles Office registration district as instrument 231 294 813, the Borrower mortgaged the Lands to Servus, securing payment of all present and future debts and liabilities of the Borrower to Servus in relation to the Indebtedness in the maximum principal amount of \$9,075,000.00, plus costs on a solicitor and his own client basis (the "**Mortgage**"). The Mortgage secures all of the Indebtedness. Attached hereto and marked as **Exhibit "E"** is a true copy of the Mortgage.
15. As further security for the payment and performance of all debts, liabilities, and obligations of the Borrower to Servus, howsoever arising (present and future, absolute and contingent, direct and indirect), including the Indebtedness, by a General Security Agreement dated August 16, 2023 (the "**GSA**"), the Borrower granted to Servus a security interest in all of its present and after-acquired real and personal property, and all proceeds thereof. The GSA secures all of the Indebtedness. Attached hereto and marked as **Exhibit "F"** is a true copy of the GSA.
16. Attached to my Affidavit and marked as **Exhibit "G"** is a copy of an Alberta Personal Property Registry search result with respect to the Borrower
17. Jarnail and Baljit granted to Servus a Guarantee and Postponement dated August 16, 2023, jointly and severally guaranteeing to Servus all of the Indebtedness in the principal amount of \$7,000,000.00, plus interest from the date of demand by Servus and costs on a solicitor and own client full indemnity basis (the "**Guarantee**"). Attached hereto and marked as **Exhibit "H"** is a true copy of the Guarantee.

## **THE DEMANDS**

18. On or about September 19, 2025, Servus did demand payment of the amounts owed to it by the Defendants as set out in this Affidavit, but the Defendants have failed or neglected and continue to fail or neglect to pay Servus. Concurrent with the issuance of the demands for payment, Servus did serve on the Borrower a Notice of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act*. Attached hereto and marked as **Exhibit "I"** are true copies of the demands and notices referenced in this paragraph.

## **CREDIT FACILITY DEFAULTS**

19. The Borrower has defaulted in its obligations under the Loan Agreement, including by failing to repay amounts owed by it to Servus.
20. As of the date of swearing this affidavit, the last payment made to Servus by the Borrower pursuant to the Loan Agreement was on May 1, 2025. The Borrower is currently in arrears under the Loan Agreement in the amount of \$118,862.68.
21. The Borrower failed to pay outstanding municipal property taxes owed in relation to the Lands. Attached hereto and marked as **Exhibit "J"** is a true copy of a tax statement in relation to the Lands dated September 19, 2025. Servus paid these outstanding amounts on behalf of the Borrower on September 24, 2025, in the amount of \$228,228.84.
22. On or about December 17, 2025, Servus was served by the Canada Revenue Agency with the Requirement to Pay attached hereto as **Exhibit "K"**, in relation to unpaid payroll source deductions owed by the Borrower.

## **APPOINTMENT OF RECEIVER**

23. Each of the Mortgage and GSA (collectively, the "**Security**") allow and provide for the appointment of a Receiver or a Receiver and Manager of the undertakings, property (real and personal) and assets of the Borrower (the "**Receiver**"), in the event of default with respect to their obligations owed in favour of Servus.
24. The Borrower is in default of its obligations to Servus.
25. The time period applicable to the demand and notice regarding the Security has expired.
26. I am further advised by Jarnail, and do verily believe, that the Borrower is unable to obtain an Occupancy Certificate for the Building from the City of Calgary, and that the Building Redevelopment has stalled. Attached hereto and marked as **Exhibit "L"** is a true copy of an email exchange between Jarnail and me in October 2025 (the "**October Email**").
27. I am further advised by Jarnail via the October Email, and do verily believe, that as it stood in October 2025, Jarnail's strategy to repay the Indebtedness was by way of a sale of certain floors within the Building (the "**Proposed Sale**").

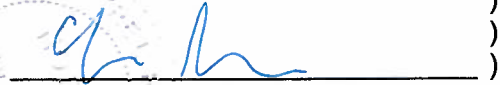
28. Servus is not supportive of the Proposed Sale, as the Building would first need to be condominiumized and then a sale transaction would then need to be negotiated and closed, which is a process that would take a considerable amount of time. Servus is not prepared to delay the enforcement of the Security, leaving the Borrower with the only option of obtaining refinancing or selling the Building, which it does not appear to be prepared to do.
29. The last communication I have had with Jarnail in relation to his banking relationship with Servus was on November 18, 2025, notwithstanding Servus' demand for repayment and numerous requests made of him by me to provide certain information regarding the financial and other circumstances of the Borrower.
30. Servus has no confidence that the Borrower will be able to complete the Building Redevelopment, obtain refinancing to repay the Indebtedness, and also in management's ability to continue to operate for the purposes of liquidation and otherwise.
31. Servus has lost trust in management, and confidence in the ability of management of the Borrower to conduct operations in a fashion that will not jeopardize Servus' security position.
32. Servus has material concerns regarding the preservation and management of the Building, particularly given the existence of multiple tenants upon the Lands, and also with respect to the market value for the Lands given the present economic circumstances within Alberta generally.
33. I am of the view that the Borrower is not capable of continuing with its operations, obtaining refinancing whatsoever, or of selling the Lands within the near or distant future, without jeopardizing Servus' security position.
34. Servus' patience has now been exhausted, and as a result of all of the facts herein deposed to, I (and Servus through extension) have lost confidence in management to address this matter, and I am very concerned about the erosion of Servus' security and the preservation of the collateral subject to Servus' security interests.
35. The value of Servus' collateral may be compromised if not preserved by an independent third party such as a Receiver.
36. I am of the view that, given the nature of Servus' collateral and the current economy, it would be impractical to easily and economically realize upon Servus' collateral without the use of an independent third party such as a Receiver.
37. I am also respectfully of the view that it is just and convenient to appoint a Receiver in these circumstances, and that such an appointment is necessary for the protection of the estate of the Borrower and Servus' interests.
38. I have spoken to David Lewis of BDO regarding that firm acting as a Receiver of the undertaking, property (real and personal) and assets of the Borrower. BDO has advised that it is prepared to consent to act as Receiver in this matter. Servus supports the appointment of BDO as the Receiver of the undertakings and property of the Borrower.

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

SWORN before me at the Town of )  
Beaumont, in the Province of Alberta )  
this 8 day of January, 2026. )



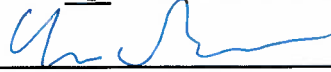
CHRIS MILLAR



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

Tre L. Ross  
Student-at-Law

THIS IS EXHIBIT "A" TO THE AFFIDAVIT  
OF CHRIS MILLAR  
SWORN BEFORE ME THIS  
8 DAY OF JANUARY, 2026.



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A COMMISSIONER FOR OATHS  
IN AND FOR THE PROVINCE OF ALBERTA

**Tre L. Ross**  
Student-at-Law

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

Date of Search: 2025/12/29  
 Time of Search: 01:14 PM  
 Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD  
 Service Request Number: 46150284  
 Customer Reference Number:

**Corporate Access Number:** 203540570  
**Business Number:**  
**Legal Entity Name:** NISHEU ENTERPRISES LTD.  
**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 1986/10/24 YYYY/MM/DD  
**Date of Last Status Change:** 2025/02/06 YYYY/MM/DD

**Registered Office:**  
**Street:** 305 COUNTRY HILLS CLOSE NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3K3Z2  
**Records Address:**  
**Street:** 305 COUNTRY HILLS CLOSE NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3K3Z2

**Email Address:** ADMIN@SHERHOSPITALITY.CA

**Primary Agent for Service:**

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
SIHOTA	JARNAIL			305 COUNTRY HILLS CRT NW	CALGARY	ALBERTA	T3K3Z2	ADMIN@SHERHOSPITALITY.CA

**Directors:**  
**Last Name:** SIHOTA  
**First Name:** BALJIT  
**Street/Box Number:** 305 COUNTRY HILLS COURT NW  
**City:** CALGARY

**Province:** ALBERTA

**Postal Code:** T3K3Z2

**Last Name:** SIHOTA

**First Name:** JARNAIL

**Street/Box Number:** 305 COUNTRY HILLS COURT NW

**City:** CALGARY

**Province:** ALBERTA

**Postal Code:** T3K3Z2

**Voting Shareholders:**

**Last Name:** SIHOTA

**First Name:** JARNAIL

**Street:** 305 COUNTRY HILLS COURT NW

**City:** CALGARY

**Province:** ALBERTA

**Postal Code:** T3K3Z2

**Percent Of Voting Shares:** 100

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2024	2025/02/06

**Outstanding Returns:**

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

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2009/03/16	Change Address
2021/10/21	Change Director / Shareholder
2024/12/02	Status Changed to Start for Failure to File Annual Returns
2025/02/06	Enter Annual Returns for Alberta and Extra-Provincial Corp.

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" TO THE AFFIDAVIT  
OF CHRIS MILLAR  
SWORN BEFORE ME THIS  
8 DAY OF JANUARY, 2026.



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A COMMISSIONER FOR OATHS  
IN AND FOR THE PROVINCE OF ALBERTA

**Tre L. Ross**  
**Student-at-Law**

July 25, 2023

**Private & Confidential**

**Credit Facility Letter to:**  
Nisheu Enterprises Ltd.  
Attention: Jarnail Sihota  
305 Country Hills Court NW  
Calgary, AB T2K 3Z3  
T: 403.450.1662  
E: admin@shershospitality.com

**Provided by:**  
Servus Credit Union Ltd.  
C/O: Adeel Moghal, Senior Relationship Manager  
201, 3001 – 50 Avenue  
Red Deer, AB T4N 5Y6  
T: 403.342.9354  
E: adeel.moghal@servus.ca  
W: [Servus.ca](http://Servus.ca)

Dear Sir:

We are pleased to confirm that Servus Credit Union Ltd. has authorized the following credit facility in the name of Nisheu Enterprises Ltd. subject to the following terms and conditions as well as those Standard Credit Terms and Conditions in Schedule "A" attached to and forming part of this Credit Facility Letter.

**New Credit Facility:**

1. \$7,000,000 Mortgage Facility #16624710-1

Purpose: To facilitate the payout of ATB and an equity take out.

Interest Rate: The Borrower's option of the following, all calculated daily and payable monthly in arrears:

- a. Floating Rate Option: An annual rate of interest equal to the Credit Union's Prime Lending Rate plus 0.75% floating.
- b. Fixed Rate Options: as follows:
  - a) 1 year term: 8.15%
  - b) 2 year term: 7.65%
  - c) 3 year term: 7.30%
  - d) 4 year term: 6.95%
  - e) 5 year term: 6.75%

Repayment Terms: According to the interest rate option selected, as follows:

1. Floating Rate Option: Repayable with monthly blended instalments of \$53,842 commencing October 1, 2023 based on a rate equal to the Credit Union's Prime Lending Rate plus 0.75% per annum, applied firstly to interest and secondly to principal; originally amortized over a 25 year period with term expiring September 1, 2024. An interest adjustment is due and payable on September 1, 2023. The Borrower/Guarantors acknowledge the payment schedule is to be reviewed and adjusted annually (as required) to ensure the original amortization is maintained at all times.
2. Fixed Rate Options: Repayable with monthly blended instalments based on the term option selected (see below) commencing October 1, 2023, applied firstly to interest and secondly to principal, amortized over a 25 year period. An interest adjustment is due and payable on September 1, 2023.
  - a. \$54,725 based on a rate of interest of 8.15% per annum with a term expiring September 1, 2024
  - b. \$52,414 based on a rate of interest of 7.65% per annum with a term expiring September 1, 2025
  - c. \$50,822 based on a rate of interest of 7.30% per annum with a term expiring September 1, 2026
  - d. \$49,251 based on a rate of interest of 6.95% per annum with a term expiring September 1, 2027
  - e. \$48,364 based on a rate of interest of 6.75% per annum with a term expiring September 1, 2028

**Prepayment Privileges:** See Schedule "A" – Standard Terms and Conditions, Prepayment Privileges, Floating or Fixed Rate (as applicable).

**Availability:** If funds are not fully disbursed within 90 days of the date of this Credit Facility Letter or as otherwise agreed to by the Borrower and Servus Credit Union Ltd. in writing, the availability of such credit facilities from Servus Credit Union Ltd. shall, at Servus Credit Union Ltd.'s sole discretion, expire and be cancelled.

#### **INTEREST RATES:**

Amounts advanced by Servus Credit Union Ltd. to the Borrower will bear interest while outstanding, before and after maturity, default and judgment at the rates stated above.

The "Prime Lending Rate" referred to above shall mean the floating annual rate of interest established and recorded as such from time to time by Servus Credit Union Ltd. as its reference rate for determining rates of interest it will charge for loans denominated in Canadian Dollars and commonly called Servus Credit Union Ltd.'s Prime Lending Rate, adjusted automatically upon any change by Servus Credit Union Ltd. Servus Credit Union Ltd.'s Prime Lending Rate is 7.20% per annum as at the date of this Credit Facility Letter.

#### **REPAYMENT TERMS:**

The Borrower shall repay all loans on demand. Prior to demand by Servus Credit Union Ltd., loans shall be repayable as stated above.

**PLEASE NOTE:** Servus Credit Union Ltd. advises that with respect to any loans for which a term repayment schedule is provided that upon maturity all such loans will bear interest from the maturity date forward until paid at Servus Credit Union Ltd.'s prime lending rate from time to time plus 5.00% per annum unless otherwise agreed to between the Borrower and Servus Credit Union Ltd.

#### **GENERAL FEES:**

At the time of this Credit Facility Letter, Servus Credit Union Ltd.'s fees are as stated throughout this Credit Facility Letter (subject to Schedule "A", Acceptance, Advances, Payments, Expenses, Fees and Consents, (5) Change in Fees).

1. An Application Fee of \$20,000 is considered earned by Servus Credit Union Ltd. and is payable by the Borrower upon acceptance of this Credit Facility Letter.
2. An Account Review Fee of \$4,000 will be due and payable annually by the Borrower after completion of our Account Review.
3. An appropriate fee as determined by Servus Credit Union Ltd. will for any modifications of the credit application as initiated by the Borrower which require a formal Amendment for Authorized Loans to be prepared.
4. A Late Reporting Fee for annual reporting requirements of \$250 is due and payable by the Borrower at the end of the month in which the reporting due date occurs and will continue monthly until the reporting requirements are met.

#### **FEES RELATED TO SPECIFIC CREDIT FACILITIES:**

The facility reference number below refers to the sub number of the credit facility.

##### For Other Specific Credit Facilities:

1. A Renewal Fee of 0.03% of the balance outstanding will be due and payable by the Borrower at each renewal date as indicated for Mortgage Loan #18277079-1. As an indication, based on the original balance that renewal fee would be \$2,100, but will reduce with the outstanding balance.

**PRE-FUNDING CONDITIONS (Credit Union Officer):**

Prior to funding, Servus Credit Union Ltd. is to be in receipt of and satisfied with:

1. An AACI appraisal of the building(s), land and improvements located at 1243 – 48 Avenue NE, Calgary, AB stating a minimum value of \$12,100,000 from a qualified external appraisal firm approved by Servus Credit Union Ltd. using the Comparable Sales and Direct Capitalized Income Methods of valuation and considered satisfactory at the sole discretion of Servus Credit Union Ltd.

The appraisal is to also include a statement as to the Remaining Economic Life of the buildings being appraised (any other appraisals of equipment, vehicles or other security pledged as the case may be) and the loan amortization cannot under any circumstances exceed the remaining economic life of the asset(s) less five (5) years.

If the above mentioned AACI appraisal comes back less than the anticipated amount of \$12,100,000, the maximum loan-to-value that Servus Credit Union Ltd. will entertain will be 58%.

2. If the above mentioned AACI appraisal is not addressed to Servus Credit Union Ltd., a Transmittal Letter / Letter of Reliance confirming that Servus Credit Union Ltd. may utilize the subject appraisal for mortgage lending purposes will be required.
3. Environmental Questionnaire to be completed by Borrower and must be acceptable at the sole discretion of Servus Credit Union Ltd. If issues are found through completion of the Environmental Questionnaire Servus Credit Union Ltd. may, at their sole discretion, require the completion of a Phase I Environmental Site Assessment.
4. Copies of all lease agreements, details of any prospective leases and general information about all proposed tenants. All leases are to be for a minimum of five years and with tenants, rental rates and square footage considered acceptable at the sole discretion of Servus Credit Union Ltd.
5. Business Prospect search to confirm no derogatory reporting.

**PRE-FUNDING CONDITIONS (Solicitor):**

1. The Borrower is to be confirmed as a legally incorporated entity in the Province of Alberta prior to any advances.
2. The property taxes (and condominium fees if applicable) for all real estate property held as security by Servus Credit Union Ltd. are to be confirmed as paid/current.
3. Solicitor to review the current leases to ensure there is no undue risk to Servus Credit Union Ltd. Leases are to confirm the lease rates / lease terms and ability to charge an administration fee of ~5% (recorded as admin income) as outlined in the RPFA provided.

**GENERAL CONDITIONS OF CREDIT:**

1. The Borrower and the Guarantors shall insure and keep fully insured all property and assets in accordance with the insurance requirements in the Credit Facility Letter so long as any monies are owing to the Credit Union.

**DISBURSEMENT / FUNDING CONDITIONS:**

1. \$750,000 will be advanced from the proposed equity takeout portion of the mortgage upon registration of the mortgage and when pre-funding conditions have been met.
2. Upon completion of the project, the Borrower will provide Servus Credit Union Ltd. with a Certificate of Substantial Performance which is a statutory declaration certifying to Servus Credit Union Ltd. that all monies payable under its contracts have been paid, that the general contractor has paid all suppliers and sub-trades and that the project is substantially complete in accordance with the Prompt Payment and Construction Lien Act. The Borrower will also provide Servus Credit Union Ltd. with an occupancy certificate or its equivalent from the governing municipal authority as applicable. [Note: this condition applies on the remaining amount available under the equity take out portion of the subject mortgage (remaining amount after the advance of payout first and second mortgage and \$750,000 noted above)]

3. Builders lien for \$41,383 plus any additional costs must be held in trust by Servus Credit Union Ltd.'s solicitor or Borrower's solicitor until confirmation that the Builders lien has been paid. (Note: this may be held in trust from the loan proceeds from the first advance)

**REPORTING REQUIREMENTS:**

1. Annually, within 180 days of the Borrower's fiscal year end:
  - a. Minimum Compilation Engagement financial statements, prepared by a qualified external accountant satisfactory to Servus Credit Union Ltd. and signed by a company director of the Borrower.
  - b. Evidence that the property taxes are paid in full and / or confirmation that the Borrower is set up on a monthly electronic payment schedule.
  - c. Confirmation of renewal of all required insurance policies.
  - d. Updated rent roll / tenancy schedule.
  - e. Copies of any lease renewals and / or amendments.
2. Biennially or sooner
  - a. Signed and dated personal net worth statements on approved Servus Credit Union Ltd. form, to be supplied by all personal guarantors.
3. Periodically, as requested:
  - a. Such information as the Credit Union may request from time to time.

**FINANCIAL COVENANTS:**

Unless otherwise called for and agreed to by Servus Credit Union Ltd., all financial covenants will be measured based on the Borrower's most recent external accountant prepared, year-end financial statements.

1. The Borrower is to maintain an Annual Debt Service Coverage Ratio (DSCR) of no less than 1.25:1 based on the tenant occupied revenue property at 1243 – 48 Avenue NE, Calgary, AB on a standalone basis calculated as Net Operating Income (NOI) divided by Debt Service Requirements as defined below:
  - Net Operating Income (NOI) = Total rentals/lease income + other income – expenses.\*\*\*
  - Debt Service Requirements = Total of actual Debt payments (Principal and Interest) in the year under review or total of proposed debt payments (Principal and Interest) for new projects.
- i. \*\*\* Expenses will include minimum allowances for the following percentages of potential gross income:
  - Vacancy – 5%
  - Management – 3%
  - Structural replacement and repair – 1%

## INSURANCE REQUIREMENTS:

1. As applicable, evidence of property insurance is as follows:

Insure and keep fully insured all property and assets against the following perils:

- a. With respect to all buildings and other improvements now or hereafter situated on the subject property and all insurable property included within the buildings, coverage against loss or damage by fire and other insurable hazards defined in an "All Risks" insurance policy for the full replacement cost.
- b. Boiler and pressure vessel insurance for the full replacement cost of the subject property and all improvements thereon or such lesser amount as shall be acceptable to Servus Credit Union Ltd.
- c. Business interruption or rental loss insurance acceptable to Servus Credit Union Ltd. for an indemnity period of not less than 12 months and with coverage of not less than 100% of the resulting loss or rent or other revenue received from the operation of the building.
- d. Loss or damage of all personal property by fire or other insurable hazards, including theft, in an amount not less than the full replacement cost thereof.
- e. Public liability insurance to an amount not less than \$5,000,000 on a per occurrence basis.

The policies of insurance to be maintained shall not contain any co insurance clauses less than 90% and shall be in form and with insurers satisfactory to Servus Credit Union Ltd. and shall include the agreement of the insurer that the policy will not be cancelled or permitted to expire on expiry date without at least thirty (30) days prior written notice of intended cancellation or non-renewal to Servus Credit Union Ltd.

Servus Credit Union Ltd. shall be named in all policies of insurance (other than public liability insurance) as the **first loss payee** and as first mortgagee upon the terms of the standard Insurance Bureau of Canada Mortgage Endorsement Clause.

The Borrower will furnish Servus Credit Union Ltd. or its solicitors, at least ten (10) days prior to the advance of any funds, a binder policy, with certified copies of the policies being provided within 45 days thereafter, providing the above coverage.

## SECURITY:

The types of security, supporting resolutions and agreements to be provided by the Borrower will be in a form and content determined by the Credit Union and/or its solicitors and registered in the appropriate government or other registry as required or desirable, and includes the following:

**Security To Be Obtained - All Credit Facilities** (if appropriate, all security documents to be registered in the appropriate government or other registry as required or desirable):

1. Corporation General Banking Resolution.
2. General Security Agreement providing a specific first charge and security interest in and to all present and after-acquired personal property located at 1243 – 48 Avenue NE, Calgary, AB legally described as Plan 1713JK Block 2.
3. Joint & Several Guarantee and Postponement of Jarnail Singh Sihota and Baljit Kaur Sihota for \$7,000,000 supported by Independent Legal Advice for Baljit Kaur Sihota and Guarantees Acknowledgement Act Certificate executed by each individual guarantor.
4. Solicitor's letter of opinion regarding capacity, due authorization, and legal effectiveness of security.

**Security To Be Obtained - Specific Credit Facilities** (if appropriate, all security documents to be registered in the appropriate government or other registry as required or desirable):

Mortgage Facility #18277079-1:

5. Continuous Demand Mortgage for \$9,075,000 representing a first fixed charge over buildings, land and improvements at 1243 – 48 Avenue NE, Calgary, AB legally described as Plan 1713JK Block 2.
6. General Assignment of Leases and Rents registered by way of Caveat representing a fixed charge over buildings, land and improvements at 1243 – 48 Avenue NE, Calgary, AB legally described as Plan 1713JK Block 2.
7. Real Property Report with proof of Zoning Compliance from the appropriate regulating authority or alternatively, Title Insurance.

**ACCEPTANCE:**

1. To become effective this Credit Facility Letter must be accepted in writing by the Borrower and Guarantors.
2. This Credit Facility Letter may be signed by Servus Credit Union Ltd. and the Borrower and Guarantors in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

At the sole discretion of Servus Credit Union Ltd., this Credit Facility Letter may also be transmitted by facsimile or by other electronic means and if so signed and transmitted, this Agreement shall be for all purposes as if Servus Credit Union Ltd. and the Borrower and Guarantors had delivered an executed original Credit Facility Letter.

3. Your acceptance of this Credit Facility Letter will constitute authority for Servus Credit Union Ltd. to instruct its solicitors to prepare the necessary documentation.
4. Servus Credit Union Ltd. reserves the right to discuss the terms and conditions of the Borrower's financing and/or financial statements directly with the Borrower's accountant, if required.

Please note that this Credit Facility Letter restates and modifies and takes precedence over any prior Commitment Letters or Credit Facility Letters issued to you; however, it is not a novation. All existing security and guarantees held by Servus Credit Union Ltd. continue in full force and effect and are security for the loans and credit facilities described in this Credit Facility Letter.

Nothing herein shall be construed to impair any security, lien, or charge held by Servus Credit Union Ltd. to secure the loans and Credit Facilities and nothing herein shall affect or impair any powers which Servus Credit Union Ltd. may have against the Borrower, any Guarantors or any other person for recover of the loans and Credit Facilities.

If you are in agreement with the above terms and conditions, as well as the Standard Credit Terms and Conditions as detailed in the attached Schedule "A", Standard Credit Terms and Conditions which form part of this Credit Facility Letter, please sign this letter and return this letter with the attached Schedule "A", Standard Credit Terms and Conditions to Servus Credit Union Ltd. together with the applicable fee.

This Credit Facility Letter will expire if not accepted or extended in writing by **August 25, 2023**. The foregoing is offered in good faith and is to be held in strict confidence.

Yours truly,

Servus Credit Union Ltd.

DocuSigned by:  
*Adeel Moghal* 25-Jul-2023 | 17:22:37 MDT  
Per: \_\_\_\_\_  
Adeel Moghal  
Senior Relationship Manager

DocuSigned by:  
*Rodney Ryckman* 25-Jul-2023 | 17:01:05 MDT  
Per: \_\_\_\_\_  
Rod Ryckman  
Regional Manager, Business Banking

Accepted this \_\_\_ day of \_\_\_\_\_, 2023.

**BORROWER:**

Nisheu Enterprises Ltd.

DocuSigned by:  
*Jarnail Sihota* 26-Jul-2023 | 07:00:52 PDT  
Per: \_\_\_\_\_  
Jarnail Singh Sihota

**PERSONAL GUARANTORS:**

DocuSigned by:  
*Jarnail Sihota* 26-Jul-2023 | 07:00:52 PDT  
Per: \_\_\_\_\_  
Jarnail Singh Sihota

DocuSigned by:  
*Bajjit Sihota* 26-Jul-2023 | 10:22:59 PDT  
Per: \_\_\_\_\_  
Bajjit Kaur Sihota

## SCHEDULE "A"

### STANDARD CREDIT TERMS AND CONDITIONS

All references herein to "the Credit Facility Letter" shall mean the Credit Facility Letter to which this Schedule "A" is attached and in the event of a conflict between the terms of the Credit Facility Letter and this Schedule "A", the terms of the Credit Facility Letter shall prevail but for clarity the mention of a provision in the Credit Facility Letter and not in Schedule "A" or vice versa shall not constitute a conflict but shall be deemed to be supplemental and in addition to any of the terms and conditions under either of the Credit Facility Letter or Schedule "A" as the case may be.

#### ACCEPTANCE, ADVANCES, PAYMENTS, EXPENSES, FEES AND CONSENTS:

1. **Acceptance:** The Borrower and all Guarantors must accept in writing the terms and conditions of the Credit Facility Letter prior to any advances being made.
2. **Evidence of Advances:** The Borrower and all of the Guarantors agree that Servus Credit Union Ltd.'s records evidencing an advance shall be complete and final proof, absent manifest error, that funds have been advanced under any one or more of the loans set forth in the Credit Facility Letter and may, from time to time dependent upon the type of loan facility made available, be evidenced by other documentation such as, for example and without limitation, promissory notes, direct deposits, drafts or cheques made payable to other parties including solicitors and agents and any other means by which Servus Credit Union Ltd. provides value to the Borrower under any one or more of the loan facilities.
3. **Debit from Borrower Account:** Unless otherwise stated in writing, payments for all loans and credits will be automatically transferred or debited from the Borrower's operating account with Servus Credit Union Ltd.
4. **Payment of Costs:** The Borrower agrees to pay all expenses, fees and charges incurred by Servus Credit Union Ltd. in relation to all loans and credits, the preparation and registration of all security, enforcement or preservation of any or all of Servus Credit Union Ltd.'s rights and remedies including those incurred during an annual or any other periodic review of the Borrower's relationship with Servus Credit Union Ltd., whether or not any such documentation is completed or any funds are advanced, including but not limited to legal expenses (on a solicitor-and-his-own-client full indemnity basis), costs of accountants, engineers, architects, consultants, appraisers and the costs of any and all searches and registrations Servus Credit Union Ltd. or its solicitor deems either necessary or desirable.
5. **Change in Fees:** The Borrower and all Guarantors acknowledge that Servus Credit Union Ltd. may change the fees payable pursuant to the Credit Facility Letter from time to time upon notice to the Borrower in person, by telephone, by letter that is sent either by mail or facsimile transmission or by electronic mail (e-mail) to the address, telephone number and/or electronic mail (e-mail) address on file at Servus Credit Union Ltd.
6. **Not Assumable:** All loans and credits are not assumable without Servus Credit Union Ltd.'s prior, written consent and if the Borrower does attempt to have some other entity assume any loan or security, any and all loans and credits shall, in Servus Credit Union Ltd.'s discretion, become immediately due and payable and Servus Credit Union Ltd. may commence enforcement.
7. **General Fees:**
  - a. All expenses, fees and charges due and payable, as outlined in this Credit Facility Letter, if not paid forthwith by the Borrower may be charged to the Borrower's account(s) or may be added to the Borrower's loans, at the sole discretion of Servus Credit Union Ltd., and shall be secured by all of the security taken in support of all loans by the Credit Union to the Borrower.

- b. The Borrower agrees to forthwith pay to Servus Credit Union Ltd. a charge for each cheque presented for deposit which is dishonoured or, in Servus Credit Union Ltd.'s absolute discretion, a late payment fee whenever a payment is not remitted on its due date at Servus Credit Union Ltd.'s normal charges in effect from time to time respecting dishonoured cheques and/or late payment fees.
- c. Mortgages registered outside of Alberta:
  - i. A Concentra Financial Services Association Application Fee of \$1,000 will be due and payable at the time the mortgage is registered.
  - ii. A Processing/Administration Fee will be due and payable at the time the mortgage is released. The amount of the fee will be determined by Concentra Financial Services Association at the time of the release.

8. Availability:

- a. All loans available by way of direct Canadian Dollar advances.

**CONDITIONS PRECEDENT TO DRAWDOWN:**

1. Security Completion:

- a. Prior to funding any loans or credits or making any further advances, all security as contemplated by the Credit Facility Letter must be completed and registered wherever required or desirable by and in form and content acceptable to Servus Credit Union Ltd. and its solicitors, and all certificates, searches, solicitor's opinions and other documents as required by Servus Credit Union Ltd. shall be delivered to Servus Credit Union Ltd. in form and content acceptable to Servus Credit Union Ltd.
- b. All security documentation to be completed and registered with a solicitor's letter of opinion confirming that Servus Credit Union Ltd.'s security is a valid and enforceable first charge and that any prior encumbrances will not affect that first registered position.
- c. Servus Credit Union Ltd.'s solicitor is to confirm all proper signing operating account documents and enabling resolutions have been or will be executed.

- 2. Title Insurance: With respect to real estate transactions including, without limitation, mortgages, Servus Credit Union Ltd. may fund upon receipt of an acceptable title insurance policy issued by any major title insurer including at this time Stewart Title Insurance, Chicago Title Insurance and First Canadian Title.

**REPRESENTATIONS AND WARRANTIES:**

The Borrower, all Corporate Guarantors and any other Guarantors represent and warrant to Servus Credit Union Ltd. that:

- 1. Corporate Status: If a corporation, it is duly incorporated, validly existing and duly registered and qualified to carry on business in the Province of Alberta and in all other jurisdictions where it carries on business and shall maintain such corporate existence and registration at all times during which any money may be owing to Servus Credit Union Ltd. or it shall be liable to Servus Credit Union Ltd.;
- 2. Authorizations: The execution, delivery and performance by it of this Credit Facility Letter and any and all terms and conditions thereunder including provision of security have been duly authorized by all necessary actions and do not violate its constating documents or any applicable Laws or agreements to which it is subject or by which it is bound;

3. **Environmental Claims:** There are no claims, actions, prosecutions or other proceedings of any kind pending or threatened against it or any of its assets or properties before any court or administrative tribunal or agency which relate to any noncompliance with any environmental law or any release from its lands of a contaminant into the natural environment or which, if adversely determined, might have a material adverse effect upon its financial condition or operations or its ability to perform its obligations under the Credit Facility Letter or under any of Servus Credit Union Ltd.'s security and that there are no circumstances of which they are aware which might give rise to any such proceeding which has not already been fully disclosed to Servus Credit Union Ltd.;
4. **Claims:** There are no claims, actions, prosecutions or other proceedings of any kind pending or threatened against it or against any of their assets or properties before any court or other administrative agency which relate to any noncompliance with any other applicable law or which, if adversely determined, might have a material adverse effect upon their financial condition or operation or their ability to perform their obligations under the Credit Facility Letter or in any of Servus Credit Union Ltd.'s security, and that there are no circumstances of which they are aware that might give rise to any such proceeding that have not already been fully disclosed to Servus Credit Union Ltd.;
5. **Crime Proceeds and Terrorism:** That they are not in violation of any applicable law relating to terrorism or money laundering, including the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada).
6. **Accuracy of Information and Accounting:** That all information provided to Servus Credit Union Ltd. is complete and accurate and does not omit any material fact and all financial statements delivered by it to Servus Credit Union Ltd. fairly represent its financial condition as of the date of such financial statement all in accordance with Accounting Standards for Private Enterprises (ASPE) or International Financial Reporting Standards (IFRS), as the case may be;
7. **Good Title/Interest:** In respect of all property and assets subject to Servus Credit Union Ltd.'s security, it has good and marketable title or a valid interest in such property and assets free and clear of all claims and encumbrances except those claims and encumbrances to which Servus Credit Union Ltd. has provided its prior consent in writing;
8. **No Default:** There is no default or event or default that has occurred or is occurring as of acceptance of the Credit Facility Letter;
9. **Material Adverse Change:** To the best of their knowledge no event or circumstance has occurred or is continuing which has or would reasonably be expected to have a material adverse impact on the operations or financial condition of the Borrower or any Guarantor;
10. **Government Remittances:** That all material remittances required to be made to government authorities have been made, are currently up to date and that there are no outstanding arrears. other than those that are being validly contested and that have been disclosed to Servus Credit Union Ltd.;
11. **Tax Payments:** That the Borrower and all Guarantors have duly filed on a timely basis all tax returns or other information required to be filed and have paid all material taxes which are due and payable including all assessments and reassessments other than those that are being validly contested and that have been disclosed to Servus Credit Union Ltd. and that they have made adequate provision for, and all required instalment payments have been made in respect of taxes payable for the current period for which returns have not as yet been required to be filed and that there are no agreements, waivers of other arrangements providing for any extension of time with respect to the filing of any tax returns or the payment of any taxes and that no actions or proceedings are being taken or threatened by any taxation authority in any jurisdiction where a Borrower or Guarantor carries on business other than those that are being validly contested and that have been disclosed in writing to Servus Credit Union Ltd.; and,

12. **Intellectual Property:** That they have the legal right to use all intellectual property necessary for the operation and conduct of their businesses, affairs, operations and processes and that they will continue to maintain such legal right so long as any monies are owing to Servus Credit Union Ltd.

All representations and warranties set out herein shall survive the acceptance of the Credit Facility Letter and shall be deemed to be repeated at the time of each advance hereunder and Servus Credit Union Ltd. may rely upon them upon each advance pursuant to the Credit Facility Letter except for those representations and warranties that Servus Credit Union Ltd. has been notified of in writing that can no longer be repeated for any such advance. Failure to provide such notification shall, in Servus Credit Union Ltd.'s discretion, be considered an event of default and all credits may become immediately due and payable and Servus Credit Union Ltd. may proceed to enforce the same in its discretion.

All other representations, warranties, certifications and statements of the Borrower or any Guarantor contained in any other document delivered pursuant to the Credit Facility Letter or thereafter to Servus Credit Union Ltd. shall be deemed to constitute additional representations and warranties made by the Borrower or any Guarantor to Servus Credit Union Ltd.

#### **GENERAL COVENANTS:**

Each of the Borrower and each Guarantor covenants and agrees with Servus Credit Union Ltd., that for so long as any monies are due and payable to Servus Credit Union Ltd. as follows:

1. **Timely Payment:** To pay all sums of money when due to Servus Credit Union Ltd..
2. **Performance of Obligations:** To perform all of the obligations and covenants under the Credit Facility Letter or under any security document.
3. **Maintenance of Security:** To maintain in full force and effect any security contemplated by the Credit Facility Letter and any security that may be granted thereafter.
4. **Notice of Default:** To provide Servus Credit Union Ltd. with prompt written notice of any event that constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default under the Credit Facility Letter or any security.
5. **Change of Ownership:** To give Servus Credit Union Ltd. at least 30 days' prior written notice of any intended change in the ownership of its shares and not to consent to or facilitate a change in the ownership of its shares without prior written consent of Servus Credit Union Ltd.
6. **Insurance:** The Borrower, and the Guarantors shall insure and keep fully insured all property and assets in accordance with insurance requirement in the Credit Facility Letter so long as any monies are owing to Servus Credit Union Ltd.
7. **Guarantees:** Not, without the prior written consent of Servus Credit Union Ltd., guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other entity, except as may be provided for in the Credit Facility Letter.
8. **Sale of Property:** Not, without the prior written consent of Servus Credit Union Ltd., to sell, transfer, convey, lease or otherwise dispose of any of its property or assets subject to security under the Credit Facility Letter except where such is done in the ordinary course of the Borrower's business operations.
9. **Merger:** Not, without the prior written consent of Servus Credit Union Ltd., to merge, amalgamate, or otherwise enter into any other form of business combination with any other entity.

10. **Environmental Non-Compliance:** To provide Servus Credit Union Ltd. with prompt written notice of any non-compliance by the Borrower with any environmental laws or any release from the land of the Borrower by the Borrower of a contaminant into the natural environment and to indemnify and save harmless Servus Credit Union Ltd. from all liability of loss as a result of such environmental activity or any non-compliance with any environmental law.
11. **Illegal Activity:** To not engage or allow any person in any of its business premises to engage in any activity that is contrary to any applicable laws and in particular any laws prohibiting criminal or illegal activities.
12. **Personal Information:** The Borrower and each Guarantor acknowledge that Servus Credit Union Ltd. is required to verify and record information regarding the Borrower and each Guarantor, their directors, authorized signing officers, shareholders and any persons in control of the Borrower and each Guarantor and that they shall each promptly provide all such information including such other supporting documentation and other evidence as may be required by Servus Credit Union Ltd. or any assignee or other entity participating in any credits with Servus Credit Union Ltd. in order to comply with not only Servus Credit Union Ltd.'s internal identification policies but all applicable laws regarding anti-money laundering and "anti-terrorist financing".
13. **Inspection:** To permit Servus Credit Union Ltd. or its representatives, from time to time, to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information and to discuss or otherwise communicate about the Borrower's affairs with the auditors, accountants, counsel and other professional advisers of the Borrower from time to time as Servus Credit Union Ltd. may deem necessary.
14. **Monthly Books and Records:** That it shall keep proper books of record and account in which complete and correct entries will be made of all of its business transactions in accordance with ASPE or IFRS.
15. **Prudent Operation:** That it will keep all of its properties, assets and operations maintained and operated in accordance with diligent and prudent industry practice and in accordance with the law in compliance with any applicable insurance policy or policies covering such assets or activities.
16. **Use of Loan Proceeds:** That it shall use the proceeds of all loans and credits being made available to it pursuant to the Credit Facility Letter or otherwise solely for the purposes set forth thereunder and for no other purpose whatsoever without the prior, written consent of Servus Credit Union Ltd.
17. **Related Party Dealings:** The Borrower shall not, without the prior written consent of Servus Credit Union Ltd., enter into any contract, agreement or transaction whatsoever including for the sale, purchase, lease or other dealing in any property or provision of any service with any non-arms' length entity or any related party as defined in the Business Corporations Act of Alberta except upon fair and reasonable terms, which terms are not less favourable than it would obtain on a arms' length transaction and for a consideration which equals the fair market value of such property or other than a fair market rental as regards lease property.
18. **Other Encumbrances:** Not, without the prior written consent of Servus Credit Union Ltd., grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or any other rights.
19. **Exclusive Account Operation:** That for so long as there are any monies due and owing or any Credit Facility outstanding with Servus Credit Union Ltd., maintain all of its operating accounts with Servus Credit Union Ltd.
20. **Payment of Management or Shareholder Fees:** The Borrower will not pay or agree to pay any management or shareholder fees or executive management compensation except as agreed and approved by Servus Credit Union Ltd.

**21. Interest Rates:**

- a. Interest shall be payable without demand and, unless otherwise specified herein, shall be calculated daily and payable monthly in arrears on the date specified by Servus Credit Union Ltd. and will accrue daily. Overdue interest shall bear interest at the same rate as that used in calculating the interest overdue, while the same remains unpaid.
- b. Notwithstanding anything to the contrary contained herein, Servus Credit Union Ltd. may, at its sole discretion, make an advance under an Authorized Overdraft, or make a reduction from the advance otherwise requested under the loans, to pay any interest that has become due and payable.

Nothing contained in the foregoing Covenants shall limit any right of Servus Credit Union Ltd. under the Credit Facility Letter or any other agreement with the Borrower to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary loan or credit facility made available by Servus Credit Union Ltd. to the Borrower.

**MISCELLANEOUS:**

1. **Cumulative Powers of Servus Credit Union Ltd.:** The rights and powers of Servus Credit Union Ltd. pursuant to the Credit Facility Letter and the securities taken pursuant hereto are cumulative and not alternative, and not in substitution for any rights, remedies, or powers of Servus Credit Union Ltd.
2. **Failure:** Any failure or delay by Servus Credit Union Ltd. to exercise fully its rights and remedies pursuant to this Credit Facility Letter and the securities taken to pursuant hereto shall not be construed as a waiver of such rights and remedies.
3. **Time:** Time is of the essence.
4. **Non-Assignability:** This Credit Facility Letter is not assignable by the Borrower in any manner.
5. **Laws of Alberta:** This Credit Facility Letter 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.
6. **Cross-Default:** Any default hereunder or under any security document or other agreement between the Borrower and Servus Credit Union Ltd. shall be a default under each and every other obligation of the Borrower to Servus Credit Union Ltd., whether or not collateral or supplemental hereto.
7. **Conflict:** The terms and conditions of this Credit Facility Letter shall not be merged by and shall survive the execution, delivery and registration of any and all security documents. In the event of a conflict between the terms of this Credit Facility Letter and the terms of any security document, the terms of this Credit Facility Letter shall prevail. For clarity, the mention of a provision in either the Credit Facility Letter and not in the security or vice versa shall not constitute a conflict but shall be deemed to be supplemental and in addition to any of the terms and conditions available under either the Credit Facility or the security as the case may be.
8. **Periodic Review of Accounts:** Servus Credit Union Ltd. may conduct periodic reviews of the affairs of the Borrower, as and when determined by Servus Credit Union Ltd., for the purpose of evaluating the financial condition of the Borrower. The Borrower shall make available to Servus Credit Union Ltd. such financial statements and other information and documentation as Servus Credit Union Ltd. may reasonably require and shall do all things reasonably necessary to facilitate such review by Servus Credit Union Ltd.
9. **Limitation Period:** The Borrower and all Guarantors by their signature and acceptance of the Credit Facility Letter hereby expressly provide that any and all limitation periods or action on any and all loans and credit facilities made available from time to time pursuant to the Credit Facility Letter or otherwise by Servus Credit Union Ltd.

shall be extended for a period of six years from the date of any event of default on a non-demand loan and for a period of six years on any demand loan from the time at which a demand for payment is made.

10. **Application of Account Balances:** Servus Credit Union Ltd. is authorized, but not obligated, at any time, to apply any credit balance, whether or not then due, to which the Borrower is entitled and any account in any currency at any branch or office of Servus Credit Union Ltd. in or towards satisfaction of the loans and obligations of the Borrower to Servus Credit Union Ltd. at any time. Servus Credit Union Ltd. is authorized to use any such credit balance to convert such credit balance to any currency required as may be necessary to effect such application.
11. **Notification Credit Facility Letter:** Servus Credit Union Ltd. may, from time to time, unilaterally amend the provisions of this agreement where (i) such change is for the advantage of the Borrower as determined by Servus Credit Union Ltd., or made at the Borrower's request, including without limitation, decreases to fees or interest payable hereunder or (ii) where such an amendment makes compliance with this agreement less burdensome to the Borrower, including without limitation, release of security. These changes can be made by Servus Credit Union Ltd. by providing written notice to the Borrower of such amendments.
12. **Non-Waiver:** Other than items contemplated in #11 above, no amendment or waiver of any provision of this agreement or any agreement amending, supplemental or relating hereto, will be effective unless it is in writing signed by the Borrower and Servus Credit Union Ltd. No failure or delay, on the part of Servus Credit Union Ltd. in exercising any right or power hereunder or under any security document taken pursuant to the Credit Facility Letter or otherwise shall operate as a waiver thereof. The Guarantors agree that the amendment or waiver of any provision of this agreement (other than agreements, covenants or representations expressly made by the Guarantors herein, if any) may be made without and does not require the consent or agreement of, or notice to, the Guarantors.
13. **Enforceability:** If any provision of the Credit Facility Letter or any other agreement is or becomes prohibited or unenforceable in any jurisdiction, such prohibition or unenforceability shall not invalidate or render unenforceable the provision concerned in any other jurisdiction nor invalidate, affect or impair any of the remaining provisions of the Credit Facility Letter or any other agreement and such remaining provisions or parts thereof that are not invalid, illegal or unenforceable or severable from such provision.
14. **Joint and Several Liability:** Where more than one person is liable as a Borrower or Guarantor for any loan or credit facility or obligation under the Credit Facility Letter or otherwise then the liability of each such person is joint and several with each other such person.
15. **Mandatory Membership:** Membership with Servus Credit Union Ltd. requires that every Borrower invest a minimum of \$1.00 in Common Shares of Servus Credit Union Ltd. and such ownership and membership must be maintained so long as there are any monies and obligations outstanding by the Borrower to Servus Credit Union Ltd.
16. **Accuracy of Information:** The Borrower and Guarantor represent and warrant to Servus Credit Union Ltd. that all information set out and certified in any electronic transfer and on any accompanying report is true and complete in all respects and acknowledges that Servus Credit Union Ltd. is relying upon all such representations and warranties from time to time.
17. **Entire Agreement:** This Credit Facility Letter, the security and any other written agreement delivered pursuant to or referred to in the Credit Facility Letter constitute the whole and entire agreement between Servus Credit Union Ltd. and the Borrower and Guarantors in respect of the credit facilities hereunder. There are no verbal agreements, undertakings or representations by Servus Credit Union Ltd. in connection with any loans or other credit made available to the Borrower at any time.

18. **Non-Merger:** All remedies provided herein shall be deemed to be in addition to and not restrictive of any other remedies of Servus Credit Union Ltd. at law or in equity, may be enforced in priority to, or concurrently with, or subsequent to any other remedy or remedies, Servus Credit Union Ltd. may rely upon the various securities and parts thereof in such order as it may deem fit without prejudice to any other realization and the powers of sale contained therein. The security provided for in this Credit Facility Letter is in addition to and not in substitution for any other security now or hereafter held by Servus Credit Union Ltd.
19. **Waiver Under PPSA:** The Borrower expressly waives the right to receive any copies of any Financing Statements or Financing Change Statements (or any other jurisdiction equivalent) that might be registered by Servus Credit Union Ltd. in connection with any security or any Verification Statement issued with respect thereto including all amendments, extensions or renewals of such registration and in any jurisdiction where not otherwise prohibited by law.
20. **Accounting Standards:** In the event that the Borrower or any Guarantor as a result of the changes to Canadian Accounting Standards on January 1, 2011 to the International Financial Reporting Standards ("IFRS"), Accounting Standards for Private Enterprises and/or Accounting Standards for Not-for-Profit Organizations and such adoption has an effect on any provision of the Credit Facility Letter relying on financial statement calculations or other financial reporting requirements, Servus Credit Union Ltd. may amend such provision to reflect the original intent of such provision at any time.
21. **General Conditions of Credit:**
- a. The borrower's accountant may receive, directly from Servus Credit Union Ltd., a copy of the Credit Facility Letter and revised versions / amendments as they may be executed.
  - b. Servus Credit Union Ltd. reserves the right to erect signage, or other notices, on the sites of the projects involving new construction or expansion of an existing enterprise.
  - c. Goods and Services Tax (GST) is the responsibility of the borrower.

22. **Prepayment Privileges:**

**Definitions:**

"Interest Differential" is the amount by which interest at the rate applicable to the fixed term chosen by the Borrower exceeds interest at Servus Credit Union Ltd.'s reinvestment interest rate for the term remaining at the time of prepayment as determined by Servus Credit Union Ltd.

"Year" means a one-year period commencing on the interest adjustment date or an anniversary thereof and ending on the day prior to the next anniversary of the interest adjustment date.

a. **Floating Interest Rate:**

On any business day of any month, the Borrower will be entitled to prepay, without notice or penalty, to a maximum of Twenty percent (20%) per year of the original Principal Amount (but not less than One Hundred (\$100) Dollars and not the full outstanding Principal Balance), without charge (the "20% Allowance"). This privilege is non-cumulative from year to year and if not used in one year, cannot be carried forward for use in a later year. Proceeds from the sale or re-finance of the Property cannot be used towards the 20% Allowance. In addition, once per year, the Borrower will be entitled to increase the Principal and Interest Payment Amount, so long as the total of all such increases over the Term is not greater than 20% of the Principal and Interest Payment Amount specified in the most recent Mortgage, Lending or Renewal Agreement. If the Principal and Interest Payment Amount is increased, the Borrower may decrease it at a later date to an amount not less than the Principal and Interest Payment Amount set out in the most recent Mortgage, Lending or Renewal Agreement.

The Borrower may, if not in default, prepay the balance owing on payment of three months' interest

calculated on the document interest rate (the annual rate of interest, calculated daily) on the amount prepaid. If the Borrower has exercised a partial prepayment right pursuant to paragraph 1 within the five (5) business days prior to full payment, the Borrower must pay an added prepayment charge of three months' interest calculated on the document interest rate (the annual rate of interest, calculated daily) on the amount of the partial prepayment.

b. Fixed Interest Rate:

On any business day of any month, the Borrower will be entitled to prepay, without notice or penalty, to a maximum of Twenty percent (20%) per year of the original Principal Amount (but not less than One Hundred (\$100) Dollars and not the full outstanding Principal Balance), without charge (the "20% Allowance"). This privilege is non-cumulative from year to year and if not used in one year, cannot be carried forward for use in a later year. Proceeds from the sale or re-finance of the Property cannot be used towards the 20% Allowance. In addition, once per year, the Borrower will be entitled to increase the Principal and Interest Payment Amount, so long as the total of all such increases over the Term is not greater than 20% of the Principal and Interest Payment Amount specified in the most recent Mortgage, Lending or Renewal Agreement. If the Principal and Interest Payment Amount is increased, the Borrower may decrease it at a later date to an amount not less than the Principal and Interest Payment Amount set out in the most recent Mortgage, Lending or Renewal Agreement.

The Borrower may, if not in default, prepay the balance owing on payment of the greater of three months' interest calculated on the document interest rate (the annual rate of interest, calculated daily) or the Interest Differential on the amount prepaid. If the Borrower has exercised a partial prepayment right pursuant to paragraph 1 within the five (5) business days prior to full payment, the Borrower must pay an added prepayment charge of the greater of three months' interest calculated on the document interest rate (the annual rate of interest, calculated daily) or the Interest Differential on the amount of the partial prepayment.

c. Open Prepayment:

The Borrower, at any time and from time to time, when not in default, shall have the privilege of paying the whole amount or any part thereof without notice or bonus.

**SALE OR ASSIGNMENT OF CREDIT FACILITIES:**

1. Assignability: Servus Credit Union Ltd. shall have the unrestricted right to sell or assign the Credit Facilities or any loan thereunder, and/or the security documents (including this Credit Facility Letter), in whole or in part, in connection with any syndication, securitization or otherwise, to any other party or parties (each a "Holder"), and the Holder(s) shall thereafter have all the rights herein of Servus Credit Union Ltd., including the right to so sell or assign in turn.
2. Syndication:
  - a. Servus Credit Union Ltd. may from time to time, in connection with any syndication or securitization of the Credit Facilities or loans thereunder or otherwise, appoint or designate a custodian or agent for the same, which custodian or agent may be the registered security document holder. The Borrower and each Guarantor, if any, acknowledges that such custodian or agent will have no liability whatsoever to the Borrower or Guarantor, if any, in connection with the Credit Facility or loans thereunder, being merely custodian or agent for Servus Credit Union Ltd. and/or Holders.
  - b. Servus Credit Union Ltd. reserves the right to syndicate a portion or all of the loan(s) and may share the borrower's and guarantors' information on a confidential basis with the syndication partners. Servus Credit Union Ltd. will maintain full management of the loan(s) and the borrower will only have dealings with Servus Credit Union Ltd. with respect to the loan(s).

3. Loan Administration: Servus Credit Union Ltd. shall have the unrestricted right from time to time to appoint a third party to service or administer the Credit Facilities or loans, and to deal with the Borrower and Guarantor, if any, in place of Servus Credit Union Ltd., provided that until Servus Credit Union Ltd. gives notice of such appointment to the Borrower, the Borrower and Guarantor, if any, shall continue to deal with Servus Credit Union Ltd. in matters pertaining to the servicing or administration of the Credit Facilities and loans.

**COLLECTION, USE, DISCLOSURE AND RELEASE OF FINANCIAL AND OTHER INFORMATION AND MATERIALS:**

For the purposes of making, administering, reporting, selling or assigning in whole or in part, in connection with securitization or otherwise, and collecting the Credit Facilities and loans, the following parties (collectively, the "Authorized Parties") will be reviewing and examining financial and other information and materials provided to or obtained by Servus Credit Union Ltd. concerning the Credit Facilities and loans, the Borrower and the Guarantor, if any:

1. Servus Credit Union Ltd. and/or any Holder or servicer of the Credit Facilities and loans or of an interest therein from time to time and/or their respective affiliates and/or agents;
2. Rating agencies, purchasers or investors and prospective purchasers or investors;
3. Respective third party advisors of the parties listed in 1) and 2) above, such as lawyers, accountants, real estate brokers, investment dealers and underwriters, consultants, and appraisers; and,
4. Credit verification sources.

The Borrower and each Guarantor, if any, acknowledges and irrevocably consents to the foregoing and irrevocably agrees that, in such manner as the Authorized Parties may determine to be necessary or desirable for these purposes, the Authorized Parties may disclose, release, exchange and share such information and materials:

1. To and with any individual(s), corporation(s) or other entities designated from time to time to hold title to the Credit Facilities or loans and/or security documents as custodian(s) or agent(s);
2. To and with each other;
3. The Borrower and each Guarantor, if any, hereby consents to the Authorized Parties conducting such credit inquiries, as they may from time to time consider advisable for these purposes; and,
4. The provisions of this paragraph shall apply until all loans have been fully and completely repaid and the security documents have been discharged.

**EVENTS OF DEFAULT:**

Without restricting or limiting in any manner whatsoever the right of Servus Credit Union Ltd. to demand payment at any time, even if there is no Event of Default, the occurrence of any one or more of the following shall constitute an Event of Default, the happening of which shall entitle Servus Credit Union Ltd., in its sole discretion, to demand immediate payment of all loans and credits in full, together with outstanding accrued interest and all costs outstanding, including those set out in paragraph 4 hereof, and to realize and enforce on any and all of the security granted in its favour under the Credit Facility Letter or otherwise:

1. Payment: Failure of the Borrower to pay any principal, interest or other amount due and owing at any time.
2. Breach of Term: Failure or refusal of the Borrower to observe or perform any term, covenant, condition or provision contained in this Credit Facility Letter or any documentation or security relating thereto.
3. Cross-Default: If the Borrower is in default under any other agreement with Servus Credit Union Ltd. or any third party for the granting of the loan or other financial assistance and such default remains unremedied after any cure

period provided in any other such agreement.

4. **Breach of Representation or Warranty:** If any representation or warranty made by the Borrower or any Guarantor in any document (including the Credit Facility Letter) is breached, false or misleading in any material respect or becomes at any time false or misleading in any material respect.
5. **Accuracy of Documentation:** If any schedule, certificate, financial statement report or other writing furnished by the Borrower or any Guarantor to Servus Credit Union Ltd. in connection with the Credit Facility Letter or any other agreement is false or misleading in any material respect on the date on which it is certified or stated.
6. **Insolvency:** The Borrower or any Guarantor becomes insolvent or generally fails to pay its just debts as they become due or they apply for, consent to or acquiesce in the appointment of a trustee, receiver or other custodian for the Borrower or any Guarantor or any property thereof or makes a general assignment for the benefit of creditors, or for a trustee, receiver or other custodian is appointed for the Borrower or Guarantor or for a substantial part of the property of such Borrower or Guarantor, or any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, as commenced in respect of the Borrower or Corporate Guarantor or if they take any action to authorize or further any of the foregoing.
7. **Cessation of Business:** The Borrower or Guarantors ceases or threatens to cease to carry on all or substantially all of their business.
8. **Margin Report Delivery:** If margining reports are not received within 10 days of a reporting deadline as set forth in the Credit Facility Letter and Servus Credit Union Ltd. determines it would issue a Notice of Default with respect to such reporting.
9. **Margin Report Demand:** If such margining reports have still not been received within 10 days from the issuance of a Notice of Default, Servus Credit Union Ltd. has the right to reduce all lines of credit and outstanding authorizations to zero.
10. **Material Adverse Change:** There occurs, in the sole opinion of Servus Credit Union Ltd., acting reasonably:
  - a. A material adverse change in the financial or environmental condition of the Borrower or any Guarantor,
  - b. An unacceptable, or unapproved change in ownership or control of the Borrower or any Guarantors takes place, or
  - c. Without authorization, the Borrower disposes of all or substantially all of its key business assets or substantially all of its assets.

**OTHER SECURITY:**

In addition to the security referred to herein, the Borrower hereby pledges all deposits and paid up shares which it now or may have in Servus Credit Union Ltd., the proceeds of which may, upon default, be applied by Servus Credit Union Ltd. to amounts then due and owing under any loan.

August 2, 2023

**Private & Confidential**

**Amending Credit Facility Letter to:**

Nisheu Enterprises Ltd.  
Attention: Jamail Sihota  
305 Country Hills Court NW  
Calgary, AB T2K 3Z3  
T: 403.350.1662  
E: admin@sherhospitality.com

**Provided by:**

Servus Credit Union Ltd.  
C/O: Adeel Moghal, Sr. Relationship Manager  
201, 3001 – 50 Avenue  
Red Deer, AB T4N 5Y6  
T: 403.342.9354  
E: adeel.moghal@servus.ca  
W: [Servus.ca](http://Servus.ca)

Dear Sir:

**RE: Amending Credit Facility Letter to Credit Facility Letter dated July 25, 2023**

Servus Credit Union Ltd. advises that the following amendments to your credit facility has been approved on the terms and conditions below. **All other terms and conditions of the Credit Facility Letter stated above including all security and guarantees provided therein remain unchanged except as amended by this Amending Credit Facility Letter.**

In consideration of Servus Credit Union Ltd. providing or continuing to provide credit facilities and if you agree with these terms please sign this letter in the space provided below under the heading "Acceptance" and return it to Servus Credit Union Ltd., Attention: Adeel Moghal.

**REVISED INTEREST RATE:**

An annual rate of interest of 7.65%, fixed, calculated daily and payable monthly in arrears.

**REVISED REPAYMENT TERMS:**

**Mortgage Facility #18277079-1 for \$7,000,000:**

Repayable with monthly blended instalments of \$52,622.03 commencing October 1, 2023 based on a fixed rate of interest of 7.65% per annum, applied firstly to interest and secondly to principal; originally amortized over a 25 year period with term expiring September 1, 2025. An interest adjustment is due and payable on September 1, 2023.

PLEASE NOTE: Servus Credit Union Ltd. advises that with respect to any loans for which a term repayment schedule is provided that upon maturity all such loans will bear interest from the maturity date forward until paid at Servus Credit Union Ltd.'s prime lending rate from time to time plus 5.00% per annum unless otherwise agreed to between the Borrower and Servus Credit Union Ltd.

**ACCEPTANCE:**

Acceptance of this Amending Credit Facility Letter provides full and sufficient acknowledgement that Servus Credit Union Ltd. has no obligation to advance any funds under this agreement and if, in the opinion of Servus Credit Union Ltd., any material adverse change in risk occurs, the approved credit facility may be withdrawn or cancelled at the sole discretion of Servus Credit Union Ltd.

This Amending Credit Facility Letter may be signed by Servus Credit Union Ltd. and the Borrower in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

In the discretion of Servus Credit Union Ltd., this Amending Credit Facility Letter may also be transmitted by facsimile or by other electronic means and if so signed and transmitted, this Agreement shall be for all purposes as if Servus Credit Union Ltd. and the Borrower had delivered an executed original Amending Credit Facility Letter.


Your acceptance of this letter will constitute authority for Servus Credit Union Ltd. to instruct its solicitors to prepare any necessary security or other documentation required. This amendment commitment is not assignable without the prior written consent of Servus Credit Union Ltd.

We hereby acknowledge and accept the credit facilities based on the terms and conditions outlined in the Credit Facility Letter stated above and this Amending Credit Facility Letter.





THIS IS EXHIBIT "C" TO THE AFFIDAVIT  
OF CHRIS MILLAR  
SWORN BEFORE ME THIS  
8 DAY OF JANUARY, 2026.



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A COMMISSIONER FOR OATHS  
IN AND FOR THE PROVINCE OF ALBERTA

**Tre L. Ross**  
Student-at-Law



Commercial Special Loans  
151 Karl Clark Road  
Edmonton, AB T6N 1H5  
T: 780-638-8137  
chris.millar@servus.ca

**STATEMENT OF INDEBTEDNESS**  
**FOR**  
**NISHEU ENTERPRISES LTD**

As of January 6, 2026:

<b>Loan #</b>	<b>Per Diem</b>	<b>Accrued Interest</b>	<b>Balance</b>	<b>Payout Amount</b>	<b>Facility Type</b>
1	\$787.10	\$118,862.68	\$3,755,424.73	\$3,874,287.41	Mortgage
2	\$49.62	\$4,676.96	\$236,728.88	\$241,405.84	Cost Account
<b>TOTAL</b>	<b>\$836.71</b>	<b>\$123,539.64</b>	<b>\$3,992,153.61</b>	<b>\$4,115,693.25</b>	

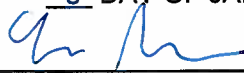
\* There may be additional costs and legal fees not captured in the figures above.

\*\* All transaction accounts (chequing / savings etc) will be closed on the date that all Credit Union indebtedness is repaid in full

Regards,

Chris Millar  
Senior Commercial Special Loans Manager

THIS IS EXHIBIT "D" TO THE AFFIDAVIT  
OF CHRIS MILLAR  
SWORN BEFORE ME THIS  
8 DAY OF JANUARY, 2026.



---

A COMMISSIONER FOR OATHS  
IN AND FOR THE PROVINCE OF ALBERTA

**Tre L. Ross**  
**Student-at-Law**



LAND TITLE CERTIFICATE

S  
LINC                      SHORT LEGAL                      TITLE NUMBER  
0016 310 773            1713JK;2                      171 173 287

LEGAL DESCRIPTION  
PLAN 1713JK  
BLOCK 2  
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE  
ATS REFERENCE: 5;1;24;35;NW

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 130B95

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REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
171 173 287	03/08/2017	TRANSFER OF LAND	\$4,950,000	CASH & MORTGAGE

OWNERS

NISHEU ENTERPRISES LTD.  
OF 305 COUNTRY HILLS COURT NW  
CALGARY  
ALBERTA T3K 3Z2

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ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
771 147 064	20/10/1977	ZONING REGULATIONS SUBJECT TO CALGARY INTERNATIONAL AIRPORT ZONING REGULATIONS
231 294 813	27/09/2023	MORTGAGE MORTGAGEE - SERVUS CREDIT UNION LTD. 151 KARL CLARK ROAD NW EDMONTON ALBERTA T6N1H5 ORIGINAL PRINCIPAL AMOUNT: \$9,075,000


( CONTINUED )



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

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

THIS IS EXHIBIT "E" TO THE AFFIDAVIT  
OF CHRIS MILLAR  
SWORN BEFORE ME THIS  
8 DAY OF JANUARY, 2026.



---

A COMMISSIONER FOR OATHS  
IN AND FOR THE PROVINCE OF ALBERTA

**Tre L. Ross**  
**Student-at-Law**



**MORTGAGE TERMS – COMMERCIAL & AGRICULTURAL (AB)**

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1. MORTGAGOR(S) (as described on title):  
**NISHEU ENTERPRISES LTD. of 305 Country Hills Court NW, Calgary, Alberta T3K 3Z2**

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2. LAND(S) (legal description as described on title):  
**PLAN 1713JK BLOCK 2 EXCEPTING THEREOUT ALL MINES AND MINERALS**

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3. MORTGAGEE (including address):  
Servus Credit Union Ltd.  
151 Karl Clark Road NW  
Edmonton AB T6N 1H5

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4. THE FOLLOWING FORM PART OF THIS MORTGAGE:

- (a) Those Standard Form Mortgage Terms filed at the Land Titles Office (Alberta) as registration number 142064607 (the "Standard Terms").
- (b) Those terms contained in Schedule(s) \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ attached hereto.
- (c) Those deletions from or amendments or additions to the Standard Terms as may be set out in Schedule \_\_\_\_\_ hereto, if any.

Unless otherwise specified, "Mortgage" means and includes the terms, provisions, covenants, conditions and other provisions of these Mortgage Terms, the Standard Terms and any Schedules attached hereto as referred to in Clause 4 of these Mortgage Terms.

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5. PAYMENT TERMS: Payable in full on demand.

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6. MAXIMUM PRINCIPAL SECURED: \$ 9,075,000.00

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7. INTEREST RATE: Interest on the outstanding principal sum is payable at the variable prime lending rate of the Credit Union for Canadian dollar loans announced from time to time, plus 10% per year, calculated on a daily basis and payable monthly, following demand, default and/or judgment with interest calculated and payable on overdue interest.

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8. MORTGAGOR'S COVENANTS:

- (a) I (We) am (are) the registered owner(s) of the Land(s) being mortgaged by this Mortgage.

- (b) I (We) promise and covenant to pay the Maximum Principal Secured, interest and other charges and money secured by the Mortgage and to be bound by all the terms of this Mortgage and the Lending Agreement as herein defined.
- (c) I (We) hereby mortgage and charge all my (our) estate, interest and title in the Land(s) in accordance with the terms of this Mortgage for the purposes of securing all my (our) obligations herein including the payment of the Maximum Principal Secured, interest and all other amounts secured by the Mortgage.
- (d) I (We) understand and acknowledge that this Mortgage consists of these Mortgage Terms, the Standard Terms as well as any Schedule(s) annexed hereto.
- (e) I (We) hereby acknowledge receipt of a copy of this Mortgage including any Schedule(s) annexed hereto as well as the Standard Terms.
- (f) I (We) acknowledge and agree that in the event these Mortgage Terms have been executed by more than one Mortgagor then the obligations and liability under this Mortgage are the joint and several liability and obligations of each Mortgagor.

Executed this 16 day of August, 2023 by the Mortgagor(s) at

\_\_\_\_\_ in the Province of Alberta



\_\_\_\_\_  
Witness

\_\_\_\_\_  
Nisheu Enterprises Ltd.  
Jarnail Sihota

\_\_\_\_\_  
Witness

per: \_\_\_\_\_

per: \_\_\_\_\_

C/S

**AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY**

I, \_\_\_\_\_, of \_\_\_\_\_,  
in the Province of \_\_\_\_\_, MAKE OATH AND SAY:

1. I am a Director of \_\_\_\_\_ named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the instrument without affixing a corporate seal.

SWORN before me at

\_\_\_\_\_  
in the Province of

\_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_



\_\_\_\_\_  
A Commissioner for Oaths in and for the  
Province of Alberta  
My Commission Expires \_\_\_\_\_

**AFFIDAVIT OF EXECUTION**

I, \_\_\_\_\_, of \_\_\_\_\_,  
in the Province of \_\_\_\_\_, MAKE OATH AND SAY:

1. THAT I was personally present and did see \_\_\_\_\_ who is (are), based on the identification provided, known to me to be the person(s) named in the within Instrument, duly sign the instrument;
2. THAT the instrument was signed at \_\_\_\_\_, in the Province of \_\_\_\_\_, and that I am the subscribing witness thereto;
3. THAT I believe the person(s) whose full signature(s) I witnessed is (are) at least eighteen (18) years of age.

SWORN before me at

\_\_\_\_\_  
in the Province of \_\_\_\_\_

\_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_



\_\_\_\_\_  
A Commissioner for Oaths in and for the  
Province of Alberta  
My Commission Expires \_\_\_\_\_

**DOWER AFFIDAVIT**

I, \_\_\_\_\_, of \_\_\_\_\_, in the Province of \_\_\_\_\_, MAKE OATH AND SAY:

- 1. THAT I am the Mortgagor named in the within instrument.
- 2. THAT I am not married

or

THAT neither myself nor my spouse have resided on the within mentioned Land(s) at any time since our marriage.

SWORN before me at

\_\_\_\_\_ }  
 In the Province of \_\_\_\_\_ }  
 \_\_\_\_\_ }  
 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ }

\_\_\_\_\_  
 A Commissioner for Oaths in and for the  
 Province of Alberta  
 My Commission Expires \_\_\_\_\_

**CONSENT OF SPOUSE**

I, \_\_\_\_\_, being married to the above named \_\_\_\_\_ do hereby  
 give my consent to the disposition of our homestead, made in this instrument and I have executed this  
 document for the purpose of giving up my life estate and other dower rights in the said Land(s) given to me  
 by The Dower Act to the extent necessary to give effect to the said disposition.

\_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE**

1. This document was acknowledged before me by \_\_\_\_\_ apart from her husband (or his wife).
  
2. \_\_\_\_\_ acknowledged to me that she (or he):
  - (a) is aware of the nature of this disposition;
  - (b) is aware that The Dower Act gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
  - (c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her (or him) by The Dower Act to the extent necessary to give effect to the said disposition;
  - (d) is executing the document freely and voluntarily without any compulsion on the part of her husband (or his wife).

Dated at \_\_\_\_\_, in the Province of \_\_\_\_\_  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
A Commissioner for Oaths in and for the  
Province of Alberta.  
My Commission Expires \_\_\_\_\_

THIS IS EXHIBIT "F" TO THE AFFIDAVIT  
OF CHRIS MILLAR  
SWORN BEFORE ME THIS  
8 DAY OF JANUARY, 2026.



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A COMMISSIONER FOR OATHS  
IN AND FOR THE PROVINCE OF ALBERTA

**Tre L. Ross**  
Student-at-Law



## GENERAL SECURITY AGREEMENT (AB)

Borrower(s):

**Nisheu Enterprises Ltd.**  
**305 Country Hills Court NW,**  
**Calgary, Alberta T3K 3Z2**

Servus Credit Union Ltd. (the "Credit Union")  
151 Karl Clark Road NW  
Edmonton AB T6N 1H5

Member Number: 18277079-1

Loan Number: ALL

### 1. DEFINITIONS

- (a) All capitalized terms used in this agreement ("Agreement") including any schedules ("Schedules") annexed hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of Alberta in force at the date of this Agreement ("PPSA") or the Security Transfer Act ("STA") of Alberta in force at the date of this Agreement.
- (b) In this Agreement:
- (i) "Account Debtor" means a debtor of the Debtor on an Intangible, Chattel Paper or Account, or any obligor of the Debtor on an instrument;
  - (ii) "Agreed Rate" means the rate of interest payable under the document(s) evidencing the Indebtedness and in the event that such document(s) bear different rates of interest the "Agreed Rate" shall mean the highest of such interest rates;
  - (iii) "Consumer Goods" means those goods that are used or acquired by the Debtor for use primarily for his personal, family or household purposes;
  - (iv) "Debtor" means the "Borrower(s)";
  - (v) "Encumbrances" means any Security Interests, mortgages, liens, claims, charges and other encumbrances affecting the Collateral including Permitted Encumbrances but excluding the Security Interest created hereby;
  - (vi) "Permitted Encumbrances" means any Encumbrances which are described in Schedule "B" and any others approved in writing by the Credit Union prior to their creation or assumption; and
  - (vii) "Receiver" includes a Receiver-Manager.

### 2. SECURITY INTEREST

- (a) For value received, the Debtor hereby grants to the Credit Union, by way of a mortgage, charge, encumbrance, pledge, and assignment, and grants to the Credit Union a continuing security interest in and to all of the following property as hereinafter described, and all Proceeds of such property (herein collectively called the "Collateral"):
- (i) All of the personal property of whatsoever nature and kind and wherever situated now or hereafter owned or acquired by or on behalf of the, or in which the Debtor now has or hereafter acquires any right, title, or interest, both present or future, including without limitation, the following:
    - (A) the property described in Schedule "A" hereto;

- (B) all parts, accessories, attachments, accessions, additions or increases to the property;
  - (C) all substitutions for or replacements of the property;
  - (D) all Proceeds of the property; and
  - (E) all deeds, documents, writings, papers and books relating to or being records of the property.
- (ii) A mortgage by way of a floating charge or land charge, on any lands, real property, immovable property, leasehold property, fixtures, and any other property, assets or undertaking of the Debtor which are not personal property described in clause 2(a)(i) hereof, wherever situated, now or hereafter acquired by or on behalf of the Debtor, or in which the Debtor now has or hereafter acquires any right, title or interest, both present and future, including without limitation the following:
- (A) all fixtures and improvements thereon;
  - (B) all substitutions or replacements of the property;
  - (C) all Proceeds of the property; and
  - (D) all deeds, documents, writings, papers and books relating to or deemed records of the property.
- (b) Any reference to "Collateral" shall, unless its context otherwise requires, be deemed a reference to "Collateral or any part thereof".
- (c) The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

**3. INDEBTEDNESS SECURED**

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

**4. DEBTOR'S REPRESENTATIONS AND WARRANTIES**

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

- (a) the Collateral is genuine and owned by the Debtor free of all Encumbrances except Permitted Encumbrances;
- (b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same and the amount represented by the Debtor to the Credit Union from time to time as owing by each Account Debtor is the correct amount actually and unconditionally owing by such Account Debtor;
- (c) there is no litigation, proceeding or dispute pending or to the knowledge of the Debtor threatened against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's financial condition or impair the Debtor's ability to perform its obligations hereunder;
- (d) the name(s) of the Debtor is(are) accurately and fully set out above, and the Debtor is not known by any other name(s); and

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

**5. DEBTOR'S COVENANTS**

The Debtor covenants and agrees:

- (a) to defend the Collateral (except Collateral dealt with as permitted by clause 7 hereof) against the claims and demands of all other parties claiming the same or an interest therein;
- (b) to keep the Collateral free from all Encumbrances except Permitted Encumbrances;
- (c) subject to clause 7 hereof, not to sell, exchange, transfer, assign, lease or otherwise dispose of Collateral or any interest therein without the prior written consent of the Credit Union;
- (d) to notify the Credit Union promptly of:
  - (i) any change in the information contained herein or in the Schedules relating to the Debtor, the Debtor's name, the Debtor's business or Collateral;
  - (ii) the details of any significant acquisition of Collateral or any right, title or interest in Collateral;
  - (iii) the details of any claims or litigation affecting the Debtor or Collateral;
  - (iv) any loss or damage to Collateral;
  - (v) any default by any Account Debtor in payment or other performance of his obligations with respect to Collateral; and
  - (vi) the return to or repossession by the Debtor of Collateral;
- (e) to keep the Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;
- (f) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or Collateral as and when the same become due and payable;
- (g) to punctually make all payments and perform all obligations in any lease by the Debtor and under any agreement charging property of the Debtor;
- (h) to prevent Collateral from being or becoming a Fixture or an Accession to other property that is not Collateral;
- (i) to carry on and conduct the business of the Debtor in a proper and efficient manner so as to protect and preserve the Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning the Collateral;
- (j) to deliver to the Credit Union from time to time promptly upon request:
  - (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to the Collateral;
  - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same;
  - (iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
  - (iv) all policies and certificates of insurance relating to the Collateral; and

- (v) such information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Credit Union may reasonably request;
- (k) not to remove any of the Collateral from the Provinces of Alberta/Saskatchewan without the prior written consent of the Credit Union;
- (l) in the event the value of the Collateral shall be materially reduced, to immediately reduce the amount of the Indebtedness by an amount determined by the Credit Union;
- (m) if the Collateral includes crops and livestock, in addition to the Debtor's other obligations regarding Collateral:
  - (i) to do all acts which may be necessary to attend to, care for, raise and fatten the livestock and to grow, cultivate, spray, irrigate, cut, harvest, pick, clean, preserve and protect the crops, all according to the most approved methods of farming husbandry and to keep the farm(s) on which the Collateral is located free of noxious weeds and grasses, and maintain the present buildings and improvements on the said farm(s) in good condition and repair;
  - (ii) to provide suitable range, pasture and feed for all livestock and care for and protect them from disease, damage, injury, death, destruction by weather, wild animals, theft or other cause;
  - (iii) to pay, when due, all obligations incurred for labour or material or otherwise in the care or feeding or shearing of such livestock; and
  - (iv) at the request of the Credit Union, to deliver to the Credit Union the Debtor's Canadian Wheat Board producer's permit book or similar documentation and to assign to the Credit Union all of the Debtor's rights thereunder, and
- (n) to permit the Credit Union, by its officers or authorized agents, at any time, and from time to time, as often as the Credit Union in its sole discretion may determine, to enter the premises owned or occupied by the Debtor for the purpose of inspecting the Collateral and the operation of the Debtor's business.

## **6. INSURANCE**

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

## **7. DEALING WITH COLLATERAL**

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

**8. COLLATERAL IN POSSESSION OF CREDIT UNION, RECEIVER OR CIVIL ENFORCEMENT AGENT**

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

- (a) shall not be required to take any steps to preserve any rights against other parties to any Chattel Paper, Security, or Instrument constituting Collateral;
- (b) shall not be required to keep the Collateral identifiable; and
- (c) may use the Collateral in any manner and to any extent the Credit Union in its sole discretion, deems advisable.

**9. SECURITIES**

If the Collateral at any time includes Securities, the Debtor authorizes the Credit Union to transfer the same or any part thereof into its own name or that of its nominee(s) so that the Credit Union or its nominee(s) may appear of record as the sole owner thereof; provided that, until Default, the Credit Union shall promptly deliver to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. After Default, the Debtor waives all rights to receive any notices or communications received by the Credit Union or its nominee(s) as such registered owner and agrees that no proxy issued by the Credit Union to the Debtor or its order as aforesaid shall thereafter be effective. The Debtor also will take whatever steps as the Credit Union may require to enable the Credit Union to obtain and maintain control of any Investment Property, including but not limited to arranging for any issuer of uncertified securities, securities intermediary or futures intermediary to enter into an agreement satisfactory to the Credit Union or any agent appointed by the Credit Union to enable the Credit Union or such agent to obtain and maintain control including, without limitation, Credential Securities Inc.

**10. COLLECTION FROM ACCOUNT DEBTORS**

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

**11. OTHER TERMS**

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

**12. APPLICATION OF MONIES**

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

**13. DEFAULT**

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

- (a) nonpayment when due, whether by acceleration, demand or otherwise, of any amount forming part of the indebtedness;
- (b) failure of the Debtor to observe or perform any term contained in this Agreement or in any other agreement between the Debtor and the Credit Union;

- (c) declaration of incompetency by a court of competent jurisdiction or death of an individual Debtor or an individual partner of a partnership Debtor;
- (d) bankruptcy or insolvency of the Debtor; filing against the Debtor of a petition in bankruptcy; making of an assignment for the benefit of creditors by the Debtor; appointment of a Receiver or trustee for the Debtor or for any property of the Debtor or institution by or against the Debtor of any proposal, plan of arrangement or other type of insolvency proceeding under the Bankruptcy Act or otherwise;
- (e) institution by or against the Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against, or winding up of the affairs of the Debtor;
- (f) any of the Encumbrances becomes enforceable;
- (g) the Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets or commits or threatens to commit an act of bankruptcy;
- (h) any execution, sequestration, extent or other process of any court becomes enforceable against the Debtor or if a distress or analogous process is levied upon the property of the Debtor or any part thereof;
- (i) any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to the Credit Union to extend any credit to or to enter into this or any other agreement with the Debtor, is false in any material respect at the time as of which the facts therein set forth were stated or certified, or omits any substantial contingent or unliquidated liability or claim against the Debtor; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to the Credit Union at or prior to the time of such execution;
- (j) any of the licenses, permits, quota or approvals granted by any government or any governmental authority and essential to the business of the Debtor is withdrawn, cancelled or significantly altered;
- (k) at any time, there is a material adverse change in the financial condition of the Debtor; or
- (l) the Credit Union considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

**14. ACCELERATION**

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

**15. REMEDIES**

On Default:

- (a) the Credit Union may enforce this Agreement by any method provided for in this Agreement, in the PPSA, the STA or as otherwise permitted by law or in equity, including without limitation, Credit Union may apply to a Court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral, and may dispose of the Collateral by lease or deferred payment;
- (b) the Credit Union may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as the Credit Union in its sole discretion may determine and the proceeds of such sale less all costs, charges and expenses of the Credit Union (including costs as between a solicitor and his own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;

- (c) the Credit Union may take proceedings in any court of competent jurisdiction for the appointment of a Receiver;
- (d) the Credit Union may appoint by instrument any person or persons to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his stead;
- (e) unless otherwise restricted by his appointment, any Receiver shall have the power:
  - (i) to take possession of any Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;
  - (ii) to carry on or concur in carrying on the business of the Debtor;
  - (iii) to sell or lease any Collateral;
  - (iv) to make any arrangement or compromise which he may think expedient in the interest of the Credit Union;
  - (v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other costs, charges or expenses incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;
  - (vi) to hold as additional security any increase or profits resulting from the Collateral;
  - (vii) to exercise all rights and remedies that the Credit Union may have under this Agreement, the PPSA, the STA or otherwise at law or in equity;
  - (viii) with the written consent of the Credit Union, to borrow money for the purpose of carrying on the business of the Debtor or for maintenance of the Collateral or any part thereof or for other purposes approved by the Credit Union, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement; and
  - (ix) to do any other act or thing as may be considered to be incidental or conducive to any of the matters and powers aforesaid;
- (f) the Debtor hereby appoints each Receiver appointed by the Credit Union to be its attorney to effect a sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver pursuant to this power of attorney shall have the same effect as if it had been executed by the Debtor;
- (g) a Receiver appointed by the Credit Union shall be deemed to be the agent of the Debtor, and the Debtor shall be solely responsible for his acts or defaults and for his remuneration and expenses, and the Credit Union shall not be in any way responsible for any misconduct or negligence on the part of any Receiver;
- (h) all monies received by the Receiver after providing for payment of all costs, charges and expenses of or incidental to the exercise of any of the powers of the Receiver shall be paid to the Credit Union and applied on account of the Indebtedness;
- (i) the Credit Union may enter upon, use and occupy all premises owned or occupied by the Debtor wherein the Collateral may be situate;
- (j) before, during or after realizing on the Collateral, the Credit Union may recover and enforce judgment against the Debtor for the Indebtedness and all costs, charges and expenses reasonably incurred by the Credit Union (including, without limitation, costs as between a solicitor and his own client on a full indemnity basis) in recovering or enforcing judgment against the Debtor; and
- (k) the Credit Union may, but shall not be bound to, realize on the Collateral.

**16. DEFICIENCY**

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

**17. COSTS AND EXPENSES**

- (a) Upon the Debtor's failure to perform any of its obligations under this Agreement then the Credit Union may, but shall not be obligated to perform the same and in the event of performance thereof by the Credit Union the Debtor shall pay to the Credit Union forthwith upon written demand therefor an amount equal to all costs, charges and expenses incurred by the Credit Union in performing the Debtor's obligations plus interest thereon at the Agreed Rate from the date such costs, charges and expenses are incurred by the Credit Union until paid by the Debtor.
- (b) The Debtor shall pay all costs, charges and expenses reasonably incurred by the Credit Union or any Receiver appointed by it (including, but without restricting the generality of the foregoing, costs as between a solicitor and his own client on a full indemnity basis), in preparing, registering financing statements regarding or enforcing this Agreement, inspecting, taking custody of, preserving, repairing, maintaining, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Indebtedness and all such costs, charges and expenses together with any monies owing as a result of any borrowing by any Receiver appointed by the Credit Union shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby. Such costs, charges and expenses shall bear interest at the Agreed Rate from the date the same were incurred to the date of payment by the Debtor.
- (c) the Credit Union may pay or satisfy any Encumbrances or pay any sum necessary to clear title to any Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at the Agreed Rate.
- (d) All amounts paid by the Credit Union pursuant to this clause together with interest thereon at the Agreed Rate shall form part of the Indebtedness and be secured hereby.

**18. SET OFF**

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

**19. REAL PROPERTY**

- (a) For all purposes, the floating charge or land charge created by this Agreement against any lands, real property, immovable property, leasehold property and fixtures (collectively "Real Property"), shall be crystallized and become a fixed mortgage and charge against any Real Property of the Debtor or in which the Debtor has an interest upon the earlier of:
  - (i) Upon a declaration of the Credit Union pursuant to clause 14 of this Agreement, or a demand for payment otherwise made by the Credit Union, and in either case upon the Credit Union electing to crystallize the floating charge or land charge;
  - (ii) The Credit Union taking any action to appoint a receiver, receiver-manager or trustee in bankruptcy, or to otherwise enforce its Security Interest, or to realize upon all or any part of the collateral by whatever remedy it chooses to use; or
  - (iii) By any other action the Credit Union may take to enforce its rights and remedies in relation to the Collateral, which is recognized at law to crystallize a floating charge or a land charge.
- (b) The Credit Union may, at any time, in its absolute discretion, take any action necessary to register the floating charge or land charge hereunder by any caveat, security notice or other instrument, at any real property registry, Land Titles Office, or similar office, in respect thereof, against any Real Property.

- (c) The crystallization of the floating charge or land charge created by this Agreement against any Real Property then owned by or held by the Debtor or in which the Debtor then has an interest, shall not operate so as to prevent the floating charge or land charge granted hereunder from attaching to any real property subsequently acquired by the Debtor, or in which the Debtor subsequently acquires an interest, and for greater certainty, the floating charge or land charge granted hereunder shall extend to such after-acquired real property, and on election by Credit Union, such floating charge shall thereupon crystalize.

**20. FURTHER ASSURANCES**

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

**21. NOTICE**

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

**22. GENERAL**

- (a) The Credit Union may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, Account Debtors, sureties and others and with Collateral and other security as the Credit Union may see fit without prejudice to the liability of the Debtor or the Credit Union's right to hold and realize upon the Security Interest. The Credit Union may demand, collect and sue on Collateral in either the Debtor's or the Credit Union's name and may endorse the Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral. The Credit Union shall not be liable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to initiate any proceedings for such purposes.
- (b) No delay or omission by the Credit Union in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The Credit Union may remedy any Default by the Debtor hereunder in any manner without waiving the Default remedied and without waiving any other prior or subsequent Default by the Debtor. All rights and remedies of the Credit Union granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (c) The Debtor waives protest of any Instrument constituting Collateral at any time held by the Credit Union in which the Debtor is in any way liable and notice of any other action taken by the Credit Union.
- (d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against the Credit Union.
- (e) If more than one Debtor executes this Agreement the obligations of such Debtors hereunder shall be joint and several.

- (f) No modification, variation or amendment of any term of this Agreement shall be binding or effective unless made by written agreement, executed by the Debtor and the Credit Union and no waiver of any term hereof shall be binding or effective unless in writing.
- (g) This Agreement is in addition to and not in substitution for any other agreements, securities or Security Interests now or hereafter held by the Credit Union and all such other agreements, securities and Security Interests shall remain in full force and effect.
- (h) The headings used in this Agreement are for convenience only and are not to be considered part of this Agreement and do not in any way limit, explain or amplify the terms of this Agreement.
- (i) When the context so requires, the singular shall be read as if the plural were expressed and vice versa and the terms hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, partnership or corporation or entity.
- (j) In the event any terms of this Agreement, as amended from time to time, shall be deemed invalid, void or unenforceable, in whole or in part, by any court of competent jurisdiction, the remaining terms of this Agreement shall remain in full force and effect.
- (k) Nothing herein contained shall in any way obligate the Credit Union to grant, continue, renew or extend time for payment of the Indebtedness.

**23. ATTACHMENT**

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

**24. DISCLOSING INFORMATION**

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

**25. GOVERNING LAW AND JURISDICTION**

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

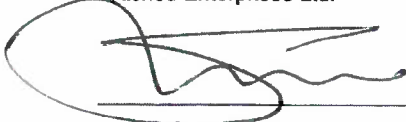
If the Debtor is a corporation, *The Limitation of Civil Rights Act* of the Province of Saskatchewan shall have no application to this Agreement or to any agreement or instrument renewing or extending or collateral to this Agreement or to the rights, powers or remedies of the Credit Union under this Agreement.

**26. COPY OF AGREEMENT**

Debtor acknowledges receipt of a copy of this Agreement and waives any right it may have to receive a Financing Statement or Financing Change Statement relating to it or any verification statement issued with respect thereto where such waiver is not otherwise prohibited by law.

IN WITNESS WHEREOF the Debtor has hereunto executed this Agreement this 16 day of August, 2023, at the City of Red Deer, Alberta.

Nisheu Enterprises Ltd.



Jamail Sihota

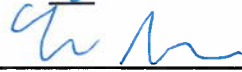
Full address of Debtor:  
305 Country Hills Court NW, Calgary, Alberta T3K 3Z2

**SCHEDULE "A"**  
**(DESCRIBED PROPERTY)**

**Note : All motor vehicles, trailers, mobile homes, designated manufactured homes, boats, tractors and combines must be described by year, make, model and manufacturer serial number (aircraft registered in Canada must be described by their Canadian call numbers designated by Transport Canada)**

<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Serial Number</b>
NONE			

THIS IS EXHIBIT "G" TO THE AFFIDAVIT  
OF CHRIS MILLAR  
SWORN BEFORE ME THIS  
8 DAY OF JANUARY, 2026.



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A COMMISSIONER FOR OATHS  
IN AND FOR THE PROVINCE OF ALBERTA

**Tre L. Ross**  
Student-at-Law

Search ID #: Z19561218

**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 #: Z19561218

Date of Search: 2025-Dec-29

Time of Search: 13:14:38

**Business Debtor Search For:**

NISHEU ENTERPRISES LTD.

Both Exact and Inexact Result(s) Found

**NOTE:**

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



Search ID #: Z19561218

**Business Debtor Search For:**

NISHEU ENTERPRISES LTD.

Search ID #: Z19561218

Date of Search: 2025-Dec-29

Time of Search: 13:14:38

Registration Number: 23081717032

Registration Date: 2023-Aug-17

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2034-Aug-17 23:59:59

Exact Match on: Debtor No: 1

**Amendments to Registration**

23100615237

Amendment

2023-Oct-06

25091927647

Amendment

2025-Sep-19

**Debtor(s)**

**Block**

**Status**

1 NISHEU ENTERPRISES LTD.  
305 COUNTRY HILLS COURT NORTHWEST  
CALGARY, AB T3K 3Z2

Current

**Secured Party / Parties**

**Block**

**Status**

1 SERVUS CREDIT UNION  
151 KARL CLARK ROAD NORTHWEST  
EDMONTON, AB T6N 1H5  
Email: corporate.llewellyn@gmail.com

Deleted by  
23100615237

**Block**

**Status**

2 SERVUS CREDIT UNION LTD.  
151 KARL CLARK ROAD NW  
EDMONTON, AB T6N 1H5  
Email: rms@servus.ca

Current by  
23100615237

**Collateral: General**

**Block**

**Description**

**Status**

1 All present and after acquired personal property

Current

**Search ID #: Z19561218**

2      PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.      Current By  
25091927647

Search ID #: Z19561218

**Business Debtor Search For:**

NISHEU ENTERPRISES LTD.

Search ID #: Z19561218

Date of Search: 2025-Dec-29

Time of Search: 13:14:38

---

Registration Number: 25091927897

Registration Date: 2025-Sep-19

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

---

Exact Match on:

Debtor

No: 1

---

**Debtor(s)**

**Block**

1 NISHEU ENTERPRISES LTD.  
305 COUNTRY HILLS CLOSE NW  
CALGARY, AB T3K 3Z2

**Status**

Current

---

**Secured Party / Parties**

**Block**

1 SERVUS CREDIT UNION LTD.  
151 KARL CLARK ROAD  
EDMONTON, AB T6N 1H5  
Email: RMS@SERVUS.CA

**Status**

Current

Search ID #: Z19561218

**Note:**

The following is a list of matches closely approximating your Search Criteria,  
which is included for your convenience and protection.

<b>Debtor Name / Address</b>	<b>Reg.#</b>
KNASUS LTD. 5037 52 AVE / BOX 283 BASHAW, AB T0B 0H0	13112117222

**SECURITY AGREEMENT**

<b>Debtor Name / Address</b>	<b>Reg.#</b>
KNYAW SOE AGENCY INC. SUITE 112, 7650 38 AVE NW EDMONTON, AB T6K2L6	25010233436

**SECURITY AGREEMENT**

<b>Debtor Name / Address</b>	<b>Reg.#</b>
KNYAW SOE AGENCY INC. SUITE 112, 7650 38 AVE NW EDMONTON, AB T6K2L6	25010233445

**SECURITY AGREEMENT**

<b>Debtor Name / Address</b>	<b>Reg.#</b>
NASA ENTERPRISES LTD. BOX 1176 HIGH LEVEL, AB T0H 1Z0	11061018445

**SECURITY AGREEMENT**

<b>Debtor Name / Address</b>	<b>Reg.#</b>
NASA ENTERPRISES LTD. BOX 1176 HIGH LEVEL, AB T0H 1Z0	11061018445

**SECURITY AGREEMENT**

<b>Debtor Name / Address</b>	<b>Reg.#</b>
NASA HOLDINGS INC. NE 14 10 13 W4TH BOX 25 BURDETT, AB T0K 0J0	05110831285

**SECURITY AGREEMENT**

<b>Debtor Name / Address</b>	<b>Reg.#</b>
------------------------------	--------------

Search ID #: Z19561218

NASA HOLDINGS INC.  
NE 14 10 13 W4TH BOX 25  
BURDETT, AB T0K 0J0

05110831327

**LAND CHARGE**

**Debtor Name / Address**

NASA HOLDINGS INC.  
255 UNIVERSITY DRIVE WEST  
LETHBRIDGE, AB T1J 4S6

**Reg.#**

06102533640

**SECURITY AGREEMENT**

**Debtor Name / Address**

NASA HOLDINGS INC.  
3015 PARKSIDE DRIVE SOUTH  
LETHBRIDGE, AB T1J 1M9

**Reg.#**

11051720081

**SECURITY AGREEMENT**

**Debtor Name / Address**

NASH ENTERPRISES LTD  
287 ORMSBY ROAD EAST ROAD NW  
EDMONTON, AB T5T 5P2

**Reg.#**

24042301006

**SECURITY AGREEMENT**

**Debtor Name / Address**

NASH SERVICES LTD.  
10501 148 AVE  
GRANDE PRAIRIE, AB T8X0X2

**Reg.#**

24010505109

**SECURITY AGREEMENT**

**Debtor Name / Address**

NASH SERVICES LTD.  
10501 148 AVENUE  
GRANDE PRAIRIE, AB T8X 0X2

**Reg.#**

24041114645

**SECURITY AGREEMENT**

**Debtor Name / Address**

NASH SERVICES LTD.  
10501 148 AVENUE  
GRANDE PRAIRIE, AB T8X 0X2

**Reg.#**

24121220281

**SECURITY AGREEMENT**

**Debtor Name / Address**

**Reg.#**

Search ID #: Z19561218

NASH SERVICES LTD.  
10501 148 AVENUE  
GRANDE PRAIRIE, AB T8X 0X2

25012928250

**SECURITY AGREEMENT**

**Debtor Name / Address**

NASH SERVICES LTD.  
201 - 9505 RESOURCES ROAD  
GRANDE PRAIRIE, AB T8V 8C2

**Reg.#**

25051521097

**SECURITY AGREEMENT**

**Debtor Name / Address**

NASH SERVICES LTD.  
201 - 9505 RESOURCES ROAD  
GRANDE PRAIRIE, AB T8V 8C2

**Reg.#**

25051522014

**SECURITY AGREEMENT**

**Debtor Name / Address**

NASH SERVICES LTD.  
10501 - 148 AVENUE  
GRANDE PRAIRIE, AB T8X 0X2

**Reg.#**

25080734300

**SECURITY AGREEMENT**

**Debtor Name / Address**

NASH SERVICES LTD.  
10501 148 AVE  
GRANDE PRAIRIE, AB T8X 0X2

**Reg.#**

25102001563

**SECURITY AGREEMENT**

**Debtor Name / Address**

NASH SERVICES LTD.  
10501 148 AVE  
GRANDE PRAIRIE, AB T8X 0X2

**Reg.#**

25102325945

**SECURITY AGREEMENT**

**Debtor Name / Address**

NASH SERVICES LTD.  
10501 148 AV  
GRANDE PRAIRIE, AB T8X0X2

**Reg.#**

25110519171

**SECURITY AGREEMENT**

**Debtor Name / Address**

**Reg.#**

Search ID #: Z19561218

NISSA ENTERPRISES LTD.  
2822 OAKMOOR CRESCENT SW  
CALGARY, AB T2V3Z7

25081237267

**SECURITY AGREEMENT**

**Debtor Name / Address**

NUOASIS LTD.  
2928 SUNRIDGE WAY NE  
CALGARY, AB T1Y 7H9

**Reg.#**

25120418674

**SECURITY AGREEMENT**

Result Complete

THIS IS EXHIBIT "H" TO THE AFFIDAVIT  
OF CHRIS MILLAR  
SWORN BEFORE ME THIS  
8 DAY OF JANUARY, 2026.



---

A COMMISSIONER FOR OATHS  
IN AND FOR THE PROVINCE OF ALBERTA

**Tre L. Ross**  
Student-at-Law

## GUARANTEE AND POSTPONEMENT (LIMITED)

Servus Credit Union Ltd.  
151 Karl Clark Road NW  
Edmonton AB T6N 1H5

**TO: SERVUS CREDIT UNION LTD. (the "Credit Union")**

1. In consideration of the Credit Union dealing with ~~Nisheez Enterprises Ltd.~~ (hereinafter referred to as the "Borrower"), the undersigned and each of them, if more than one, hereby jointly and severally guarantee payment to the Credit Union of all present and future debts and liabilities (direct or indirect, absolute or contingent, matured or otherwise), now or at any time and from time to time hereafter due or owing to the Credit Union by the Borrower, whether incurred by the Borrower alone or jointly with any corporation, person or persons, or otherwise howsoever, including all costs, charges, disbursements, fees and expenses (including without limitation all legal costs on a solicitor and his own client full indemnity basis) (the "Legal Costs") incurred by the Credit Union in relation to the enforcement of any of its rights and remedies in attempting to recover payment of the said debts or liabilities from the Borrower including the enforcement of any security held by the Credit Union therefor. Provided, however, that the liability of the undersigned, and of each of the undersigned herein, is limited to ~~Seven Million~~ **dollars (\$ 7,000,000.00 )** plus (i) interest thereon (such interest to be calculated daily and compounded monthly), or on so much thereof as may be outstanding from time to time, from the date of demand of payment until paid, at the rate(s) agreed upon, between the Credit Union and the Borrower, and (ii) Legal Costs incurred by the Credit Union in enforcing its rights and remedies against the Guarantor under this guarantee, including without limitation, the enforcement of any security granted by the Guarantor to the Credit Union in relation thereto.
2. In this guarantee, the word "Guarantor" shall mean the undersigned and if there is more than one, it shall mean each of them.
3. This guarantee shall not be affected by the death or loss or diminution of capacity of the Borrower or of the Guarantor or by any change in the name of the Borrower or in the membership of the firm of the Borrower through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the business of the Borrower by a corporation, firm or person, or by any change whatsoever in the objects, capital structure or constitution of the Borrower, or by the Borrower or the business of the Borrower being amalgamated with a firm or corporation but shall, notwithstanding the happening of any such event, continue to exist and apply to the full extent as if such event has not happened. The Guarantor agrees to monitor changes in the financial position of the Borrower and hereby releases the Credit Union from any liability resulting therefrom.
4. All monies, advances, renewals and credits borrowed or obtained by the Borrower from the Credit Union shall be deemed to form a part of the debts and liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Borrower or of the directors, partners or agents thereof, or that the Borrower may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals or credits, whether known to the Credit Union or not; or whether known to the Guarantor or not; and any sum which may not be recoverable from the Guarantor on the basis of a guarantee shall be recoverable from the Guarantor as sole and principal debtor in respect thereof and shall be paid to the Credit Union on demand with interest and Legal Costs.
5. This guarantee shall continue and be enforceable notwithstanding any amalgamation of the Credit Union with any other Credit Union(s), financial institutions(s) or other corporation(s), and any further amalgamation, in which event this guarantee shall also extend to all debts and liabilities then or thereafter owed by the Borrower to the amalgamated entity. Furthermore, all security, real or personal, moveable or immovable, which has been or will be given by the Guarantor of the said debts and liabilities shall be valid in the hands of the Credit Union, as well as its successors and assigns.
6. It is further agreed that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Credit Union.
7. This guarantee shall bind the Guarantor and the Guarantor's heirs, executors, administrators, legal representatives, successors, and assigns until termination thereof by notice in writing to the manager of the branch of the Credit Union at which the account of the Borrower is kept, but such termination by any of the Guarantors or their respective heirs, executors, administrators, legal representatives, successors or assigns shall not prevent the continuance of the debts or liabilities hereunder of any other Guarantor. Such termination shall apply only to those debts or liabilities of the Borrower incurred or arising after ninety days after receipt of the notice by the Credit Union, but not in respect of any prior debts or liabilities, matured or not. The notice of termination shall have no effect on those debts or liabilities, interest and Legal Costs incurred more than ninety days after receipt of said notice which result or will result from express or implied commitments made prior to the ninetieth day after receipt of the notice.

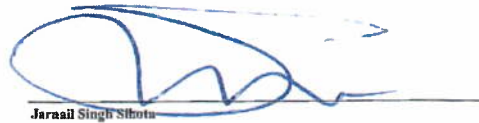
8. This guarantee will not be diminished or modified on account of any act on the part of the Credit Union which would prevent subrogation from operating in favor of the Guarantor. It is further agreed that the Credit Union, without exonerating in whole or in part the Guarantor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take security from, and give up or release any or part of the security held, may abstain from taking, perfecting, registering or renewing security or from realizing on security, may accept compositions and otherwise deal with the Borrower and with any other person or persons, including any of the Guarantors, and dispose of any security held by the Credit Union as it may see fit, and that all dividends and monies received by the Credit Union from the Borrower or from any other person, capable of being applied by the Credit Union in reduction of the debts and liabilities hereby guaranteed, shall be considered for all purposes as payment in gross which the Credit Union shall have the right to apply as it may see fit, not being bound by the law of imputation, and the Credit Union shall be entitled to prove against the estate of the Borrower upon any insolvency or winding up, in respect of the whole said debts and liabilities. The Guarantor shall have no right to be subrogated to the Credit Union until the Credit Union shall have received payment in full of its claims against the Borrower with interest and legal costs.
9. If any circumstances arise necessitating the Credit Union to file its claim against the estate of the Borrower and to value its security, it will be entitled to place such valuation as the Credit Union may in its discretion see fit, and the filing of such claim and the valuation of its security shall in no way prejudice or restrict its rights against the Guarantor.
10. The Credit Union shall not be obligated to exhaust its recourse against the Borrower or other persons or security it may hold before being entitled to payment from the Guarantor of each and every of the debts and liabilities hereby guaranteed and it shall not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
11. All indebtedness and liability, present and future, of the Borrower to the Guarantor are hereby assigned to the Credit Union and postponed to the present and future debts and liabilities of the Borrower to the Credit Union. All monies received from the Borrower or on the Borrower's behalf by the Guarantor shall be held as agent, mandatary and trustee for the Credit Union and shall be paid over to the Credit Union forthwith. This provision will remain in full force and effect, notwithstanding the termination of this guarantee pursuant to the provisions of paragraph 7 in which event it will terminate when the debts and liabilities of the Borrower to the Credit Union covered by this guarantee pursuant to paragraphs 1 and 7 hereof have been paid in full.
12. This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Credit Union, and without prejudice to any other security by whomsoever given held at any time by the Credit Union and the Credit Union shall be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Credit Union may be entitled to receive or have a claim upon.
13. The Guarantor shall be bound by any account settled between the Credit Union and the Borrower and, if no such account has been so settled, any account stated by the Credit Union shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Borrower to the Credit Union.
14. The Guarantor shall make payment to the Credit Union of the Guarantor's liability hereunder forthwith after demand therefor is made in writing. Such demand shall be deemed to have been effectually made when an envelope containing it addressed to the Guarantor's last address known to the Credit Union is deposited postage prepaid in the Post Office. The liability of the Guarantor shall bear interest from the date of such demand at the rate or rates then applicable to the debts and liabilities of the Borrower to the Credit Union.
15. For better certainty, and in addition to any limitations of the liability of the Guarantor hereunder, the Guarantor upon the demand of the Credit Union shall pay to the Credit Union all legal costs.
16. This guarantee and agreement shall be operative and binding upon every signatory hereto and notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Credit Union shall be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been complied with. None of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of the Guarantor hereunder begins on the date of the Guarantor's signature on this guarantee.
17. This guarantee shall be binding upon the undersigned and each of them, and if more than one, then jointly and severally between them and also upon the heirs, executors, administrators, successors, and assigns of the Guarantor and will extend to and enure to the benefit of the successors and assigns of the Credit Union. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity shall not affect the other provisions hereof which shall remain in force and be binding on the Guarantor.
18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that the Guarantor understands perfectly the terms, conditions and undertakings contained herein.

19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, 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 judgement thereof, provided that nothing herein shall limit the Credit Union's right to bring proceedings against the Guarantor elsewhere.

20. The Guarantor acknowledges and agrees that this guarantee is in addition to and not in substitution for any other guarantee(s) that any of the undersigned (alone or jointly with any other person) may have granted to the Credit Union in respect of the Borrower's obligations and liability of the Borrower to the Credit Union or to the Credit Union and any other person(s). This guarantee shall remain in full force and effect until all debts and obligations hereby secured have been Irrevocably and indefeasibly paid and released.

AS WITNESS the hands and seals of the Guarantor(s), at City of Calgary  
the Province of Alberta this 16 day of August, 2023.

SIGNED, SEALED AND DELIVERED



Jaraal Singh Sihota



Baljit Kaur Sihota

**Guarantees Acknowledgment Act  
(Section 3)  
CERTIFICATE**

I HEREBY CERTIFY THAT:

1. Jarnail Singh Sihota, the Guarantor (or one of the Guarantors) in the guarantee dated the 16 day of August, 2023 made between Jarnail Singh Sihota and the Credit Union, 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 Clive O. Hewelllyn, Lawyer at the  
City of Calgary, in the Province of Alberta,  
this \_\_\_\_\_ day of August, 2023

Signature

**STATEMENT OF GUARANTOR**

I am the person named in this certificate.



Jarnail Singh Sihota

NOTE: A separate Certificate must be completed for each individual Guarantor.

**Guarantees Acknowledgment Act**

(Section 3)

**CERTIFICATE**

I HEREBY CERTIFY THAT:

1. Baljit Kaur Sihota, the Guarantor (or one of the Guarantors) in the guarantee dated the 16 day of August, 2023 made between Baljit Kaur Sihota and the Credit Union, 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 Oliver O. Hewelllyn, Lawyer at the  
City of Calgary, in the \_\_\_\_\_ of \_\_\_\_\_,  
this 16 day of August, 2023

Signature

**STATEMENT OF GUARANTOR**

I am the person named in this certificate.

B. K. Sihota  
Baljit Kaur Sihota

NOTE: A separate Certificate must be completed for each individual Guarantor.

**WAIVER OF INDEPENDENT LEGAL ADVICE**

TO: Clive O. Llewellyn


RE: Nisheu Enterprises Ltd. mortgage from Servus Credit Union Ltd.  
1243 – 48 Avenue NE, Calgary, Alberta  
Our File No: 23-0041

---

Each of the undersigned hereby acknowledges and agrees as follows:

1. that the undersigned are the Directors /Shareholders of Nisheu Enterprises Ltd. (the "Corporation").
2. that the Corporation has entered into a Mortgage with Servus Credit Union Ltd. (the "Lender") pertaining to the mortgage of the above-noted property.
3. that the Lender have requested the undersigned to **PERSONALLY GUARANTEE** the mortgage.
4. that the Firm has explained the undersigned that the undersigned fully liable under the Mortgage for the full amount of the mortgage, interest and other costs, until the Mortgage is repaid in full; (b) now or at some time in the future there may be insufficient value of the Corporation to repay the amount owing under the Mortgage; and (c) because the Guarantor is assuming a liability of this magnitude without having any direct ownership interest in the Property, the Guarantor should seek the advice of another, independent lawyer to give advice prior to signing the Mortgage documents (including advice on whether the documents should be signed at all or if signed, whether the Guarantor should seek security in other property of the Borrower to protect the Guarantor);
5. that notwithstanding the above advice, the Guarantor has elected not to obtain independent legal representation in this transaction.
6. that notwithstanding the foregoing, the undersigned releases and forever discharges the Firm from any and all liability and claims arising out of the Firm concurrently acting for the undersigned and the Corporation.

Dated at the City of Calgary in the Province of Alberta this 16<sup>th</sup> day of August, 2023



\_\_\_\_\_  
Jarnail Sihota



\_\_\_\_\_  
Baljit Sihota

THIS IS EXHIBIT "I" TO THE AFFIDAVIT  
OF CHRIS MILLAR  
SWORN BEFORE ME THIS  
8 DAY OF JANUARY, 2026.



---

A COMMISSIONER FOR OATHS  
IN AND FOR THE PROVINCE OF ALBERTA

**Tre L. Ross**  
Student-at-Law



**Tom Gusa**  
Partner  
tom.gusa@dentons.com  
D +1 780 423 7219

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

dentons.com

September 19, 2025

405692-NEW

**Delivered via Registered Mail**

Nisheu Enterprises Ltd.  
c/o Registered Office  
305 Country Hills Close NW  
Calgary, AB T3K 3Z2

**Re: Outstanding Indebtedness by Nisheu Enterprises Ltd. (the "Debtor")**

We act for Servus Credit Union Ltd. (the "**Credit Union**"). The Debtor's loan in connection with the captioned matter is in default. As of the 17<sup>th</sup> day of September, 2025, the indebtedness owing to the Credit Union is \$3,788,493.95, some particulars of which are:

<b>Mortgage Loan</b>	
Principal	\$ 3,755,424.73
Interest	\$ 33,069.22
Total Outstanding	\$ 3,788,493.95
Per Diem - \$787.10	

As security for repayment of the indebtedness, the Credit Union was granted certain security including those as set out in Schedule "A" hereto (the "**Security**").

On behalf of the Credit Union, we hereby demand payment of the sum of \$3,788,493.95 as of September 17, 2025, together with interest which continues to accrue after September 17, 2025, plus any and all costs incurred by the Credit Union, including, without limitation, all professional fees and legal costs on a solicitor and his own client full indemnity basis. The exact amount owing should be confirmed with the Credit Union at the relevant time of payment.

Unless payment in full is received by the Credit Union within 10 days from the date of this letter, the Credit Union will take whatever action it deems necessary to recover the amounts owing. Such action may include realization on any or all of the Security that the Credit Union holds in respect of the amounts owing.

The Credit Union reserves the right to accelerate the above demand period and to realize on any of the Security or otherwise take action prior to the date for payment in full specified above, if the Credit Union becomes aware of facts or circumstances, which cause it to believe that the prospect for repayment of the above loan or any Security is in jeopardy.



September 19, 2025  
Page 2

dentons.com

Attached hereto is a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Please govern yourself accordingly.

Yours truly,

Dentons Canada LLP

DocuSigned by:  
*Tom Gusa*  
17E8CCE28A1C48B...

Tom Gusa  
Partner

TG/jk

### **SCHEDULE "A" – LIST OF SECURITY**

- 1) Credit Facility Letter dated July 25, 2023;
- 2) Amending Credit Facility Letter dated August 2, 2023;
- 3) General Security Agreement dated August 16, 2023, granting a security interest in all present and after acquired personal and real property of Nisheu Enterprises Ltd. registered with the Alberta Personal Property Registry on August 17, 2023, as 23081717032;
- 4) Mortgage dated August 16, 2023, in the amount of \$9,075,000.00 registered with the Alberta Land Title Registry on September 27, 2023, as 231 294 813; and
- 5) General Assignment of Leases and Rents dated August 10, 2023, registered with the Alberta Land Title Registry on September 27, 2023, as 231 294 814.

FORM 86  
**NOTICE OF INTENTION TO ENFORCE SECURITY**  
(Subsection 244(1))

TO: Nisheu Enterprises Ltd., insolvent person


TAKE NOTICE THAT:

1. Servus Credit Union Ltd., a secured creditor, intends to enforce its security on the property of the insolvent person described below:
  - (a) All present and after-acquired personal and real property and proceeds.
  - (b) Lands legally described as:  
  
PLAN 1713JK  
BLOCK 2  
EXCEPTING THEREOUT ALL MINES AND MINERALS
2. The security that is to be enforced is in the form of:
  - (a) General Security Agreement dated August 16, 2023, granting a security interest in all present and after acquired personal and real property of Nisheu Enterprises Ltd. registered with the Alberta Personal Property Registry on August 17, 2023, as 23081717032;
  - (b) Mortgage dated August 16, 2023, in the amount of \$9,075,000.00 registered with the Alberta Land Title Registry on September 27, 2023, as 231 294 813; and
  - (c) General Assignment of Leases and Rents dated August 10, 2023, registered with the Alberta Land Title Registry on September 27, 2023, as 231 294 814.
3. The total amount of indebtedness secured by the security is indebtedness in the amount of \$3,788,493.95 plus interest thereon from and after September 17, 2025, plus costs on a solicitor and own client full indemnity basis.
4. The secured-creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this Notice, unless otherwise ordered by the Court of King's Bench of the Province of Alberta or unless the insolvent persons consent to an earlier enforcement.

Dated at the City of Edmonton, in the Province of Alberta, this 19<sup>th</sup> day of September, 2025.

Servus Credit Union Ltd.

by its solicitors and agents, Dentons Canada LLP

DocuSigned by:  
  
Per: \_\_\_\_\_  
17E8CCE28A1C46B...

Tom Gusa



**Tom Gusa**  
Partner  
tom.gusa@dentons.com  
D +1 780 423 7219

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

dentons.com

September 19, 2025

405692-NEW

**Delivered via Registered Mail**

Jarnail Singh Sihota  
305 Country Hills Court NW  
Calgary, AB T3K 3Z2

Baljit Kaur Sihota  
305 Country Hills Court NW  
Calgary, AB T3K 3Z2

Dear Sir/Madam:

**Re: Outstanding Indebtedness by Nisheu Enterprises Ltd. (the "Corporation")**

You are hereby advised that Servus Credit Union Ltd. (the "**Credit Union**") has made demand on the principal debtor for repayment of all indebtedness owing by the Corporation. Accordingly, the Credit Union is now making formal demand on all parties who have guaranteed the indebtedness of the Corporation, and, in that regard, we are enclosing a copy of the Credit Union's formal demand letter to the Corporation, together with our Notice of Intention to Enforce Security pursuant to the *Bankruptcy & Insolvency Act*.

The Credit Union holds from you the security set out in Schedule "A" hereto. You each have a respective obligation under the guarantee listed as item #1 in Schedule "A" in relation to the amount owing by the Corporation plus interest at the rate payable by the Corporation together with the Credit Union's costs, charges and expenses in enforcing the Security, including legal costs on a solicitor and own client full indemnity basis.

The Credit Union has instructed us to advise you that unless the above-mentioned amounts are paid within 10 days from the date of this letter, we are to take whatever legal proceedings are necessary to collect the outstanding amounts from you, including enforcement of any security held by the Credit Union to support the loans.

Kindly govern yourself accordingly.

Yours truly,

Dentons Canada LLP

DocuSigned by:  
*Tom Gusa*  
17E8CCE28A1C46B...

**Tom Gusa**  
Partner

TG/jk

### **SCHEDULE "A" – LIST OF SECURITY**

1. Joint and several guarantee and Postponement dated August 16, 2023, in the amount of \$7,000,000.00, granted by Jarnail Singh Sihota and Baljit Kaur Sihota.

**DENTONS**

**Tom Gusa**  
Partner  
tom.gusa@dentons.com  
D +1 780 423 7219

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

dentons.com

September 19, 2025

405692-NEW

**Delivered via Registered Mail**

Nisheu Enterprises Ltd.  
c/o Registered Office  
305 Country Hills Close NW  
Calgary, AB T3K 3Z2

**Re: Outstanding Indebtedness by Nisheu Enterprises Ltd. (the "Debtor")**

We act for Servus Credit Union Ltd. (the "**Credit Union**"). The Debtor's loan in connection with the captioned matter is in default. As of the 17<sup>th</sup> day of September, 2025, the indebtedness owing to the Credit Union is \$3,788,493.95, some particulars of which are:

<b>Mortgage Loan</b>	
Principal	\$ 3,755,424.73
Interest	\$ 33,069.22
Total Outstanding	\$ 3,788,493.95
Per Diem - \$787.10	

As security for repayment of the indebtedness, the Credit Union was granted certain security including those as set out in Schedule "A" hereto (the "**Security**").

On behalf of the Credit Union, we hereby demand payment of the sum of \$3,788,493.95 as of September 17, 2025, together with interest which continues to accrue after September 17, 2025, plus any and all costs incurred by the Credit Union, including, without limitation, all professional fees and legal costs on a solicitor and his own client full indemnity basis. The exact amount owing should be confirmed with the Credit Union at the relevant time of payment.

Unless payment in full is received by the Credit Union within 10 days from the date of this letter, the Credit Union will take whatever action it deems necessary to recover the amounts owing. Such action may include realization on any or all of the Security that the Credit Union holds in respect of the amounts owing.

The Credit Union reserves the right to accelerate the above demand period and to realize on any of the Security or otherwise take action prior to the date for payment in full specified above, if the Credit Union becomes aware of facts or circumstances, which cause it to believe that the prospect for repayment of the above loan or any Security is in jeopardy.



September 19, 2025  
Page 2

dentons.com

Attached hereto is a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Please govern yourself accordingly.

Yours truly,

Dentons Canada LLP

DocuSigned by:  
*Tom Gusa*  
17E8CCE28A1C46B...

Tom Gusa  
Partner

TG/jk

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FORM 86  
**NOTICE OF INTENTION TO ENFORCE SECURITY**  
(Subsection 244(1))

TO: Nisheu Enterprises Ltd., insolvent person

TAKE NOTICE THAT:

1. Servus Credit Union Ltd., a secured creditor, intends to enforce its security on the property of the insolvent person described below:
  - (a) All present and after-acquired personal and real property and proceeds.
  - (b) Lands legally described as:  
  
PLAN 1713JK  
BLOCK 2  
EXCEPTING THEREOUT ALL MINES AND MINERALS
2. The security that is to be enforced is in the form of:
  - (a) General Security Agreement dated August 16, 2023, granting a security interest in all present and after acquired personal and real property of Nisheu Enterprises Ltd. registered with the Alberta Personal Property Registry on August 17, 2023, as 23081717032;
  - (b) Mortgage dated August 16, 2023, in the amount of \$9,075,000.00 registered with the Alberta Land Title Registry on September 27, 2023, as 231 294 813; and
  - (c) General Assignment of Leases and Rents dated August 10, 2023, registered with the Alberta Land Title Registry on September 27, 2023, as 231 294 814.
3. The total amount of indebtedness secured by the security is indebtedness in the amount of \$3,788,493.95 plus interest thereon from and after September 17, 2025, plus costs on a solicitor and own client full indemnity basis.
4. The secured-creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this Notice, unless otherwise ordered by the Court of King's Bench of the Province of Alberta or unless the insolvent persons consent to an earlier enforcement.

Dated at the City of Edmonton, in the Province of Alberta, this 19<sup>th</sup> day of September, 2025.

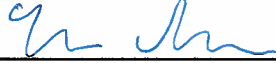
Servus Credit Union Ltd.

by its solicitors and agents, Dentons Canada LLP

DocuSigned by:  
*Tom Gusa*  
Per: \_\_\_\_\_  
17E8CCE28A1C46B...

Tom Gusa

THIS IS EXHIBIT "J" TO THE AFFIDAVIT  
OF CHRIS MILLAR  
SWORN BEFORE ME THIS  
8 DAY OF JANUARY, 2026.



---

A COMMISSIONER FOR OATHS  
IN AND FOR THE PROVINCE OF ALBERTA

**Tre L. Ross**  
Student-at-Law



## Property Tax Statement of Account

### Query Information

Request Number: 6NSDPVYEGPRC      Charged: Yes      Response Date: 2025-12-01  
 User Email: mail@eldorwal.com      Folio #: 405692-656      Search Key: 1713JK 2

### Title Information

Parcel Address: 1243 48 AV NE  
 Title #: 171173287      LINC #: 0016310773  
 Description: 1713JK;2

### Assessment and Property Tax Information for 033025172

Roll #: 033025172      Supplementary Months: 0  
 2025 Assessment Value: 3,630,000      Supplementary Assessment: 0  
 Account Balance Owing: 0.00  
 Current Tax: 0.00      Current Penalty: 0.00  
 Arrears: 0.00      Arrears Penalty: 0.00

### Property Tax Statement of Account as of 2025/12/01

For inquiries, call 311 or (403) 268-2489 if outside the local Calgary calling area.

<u>Date</u>	<u>Transaction</u>		<u>Debits</u>	<u>Credits</u>
2023/12/31	OPENING ACCOUNT BALANCE	42,682.13		
2024/01/01	Penalty on past Year's Taxes		426.82	
2024/02/01	Penalty on past Year's Taxes		426.82	
2024/03/01	Penalty on past Year's Taxes		426.82	
2024/04/01	Penalty on past Year's Taxes		426.82	
2024/05/01	Penalty on past Year's Taxes		426.82	
2024/05/02	Property Tax Levy		73,453.95	
2024/06/01	Penalty on past Year's Taxes		426.82	
2024/07/01	Penalty on past Year's Taxes		426.82	
2024/07/01	Penalty on this Year's Taxes		5,141.78	
2024/08/01	Penalty on past Year's Taxes		426.82	
2024/09/01	Penalty on past Year's Taxes		426.82	
2024/10/01	Penalty on past Year's Taxes		426.82	
2024/10/01	Penalty on this Year's Taxes		5,141.78	
2024/11/01	Penalty on past Year's Taxes		426.82	

2024/12/01	Penalty on past Year's Taxes		426.82	
2025/01/01	Penalty on past Year's Taxes		1,315.41	
2025/02/01	Penalty on past Year's Taxes		1,315.41	
2025/03/01	Penalty on past Year's Taxes		1,315.41	
2025/03/27	Tax Notification Charge		60.00	
2025/04/01	Penalty on past Year's Taxes		1,315.41	
2025/05/01	Penalty on past Year's Taxes		1,315.41	
2025/05/02	Property Tax Levy		79,237.82	
2025/06/01	Penalty on past Year's Taxes		1,315.41	
2025/07/01	Penalty on past Year's Taxes		1,315.41	
2025/07/01	Penalty on this Year's Taxes		5,550.85	
2025/08/01	Penalty on past Year's Taxes		1,315.41	
2025/09/01	Penalty on past Year's Taxes		1,315.41	
2025/09/24	Payment			228,228.84
2025/12/01	CLOSING ACCOUNT BALANCE	0.00		



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THIS IS EXHIBIT "K" TO THE AFFIDAVIT  
OF CHRIS MILLAR  
SWORN BEFORE ME THIS  
8 DAY OF JANUARY, 2026.



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A COMMISSIONER FOR OATHS  
IN AND FOR THE PROVINCE OF ALBERTA

**Tre L. Ross**  
**Student-at-Law**



Servus Credit Union Ltd  
RMS  
5012 49 St  
Lloydminster AB T9V 0K2

### Notice details

Date	DEC 11 2025
Contact name	D. Morris (1248)
Telephone number	(403) 702-4853
Toll free number	1 877-388-9042
Account number	882270341RP0001

### Requirement to pay

The following taxpayer(s) owe(s) \$21,190.38 for the account 882270341RP0001.

NISHEU ENTERPRISES LTD  
305 COUNTRY HILLS COURT NW  
CALGARY AB T3K 3Z2

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 \$21,190.38, 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

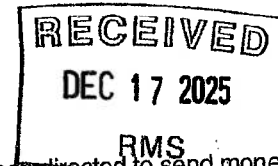
You may owe money to the taxpayer now or you may have to pay the taxpayer later. Either way, you must send this money instead of paying the taxpayer.

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.
4. Within the next 90 days, if you are:
  - a bank, a credit union, a trust company, or another similar person, and you loan or advance money to the taxpayer, make a payment for the taxpayer, or pay a negotiable instrument issued by the taxpayer, and you hold security for the amounts you loan or advance, you must send this money to us.
  - a person, other than an institution, and you lend or advance money to or pay an amount for the taxpayer, and the taxpayer is, was, or will become your employee, or you engaged or will engage the taxpayer to provide services or property within this period of time, you must send this money to us.
  - a corporation and will lend or advance money to or make a payment for the taxpayer and you are not dealing at arm's length with the taxpayer, you must send this money to us.

**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.



Servus Credit Union Ltd  
RMS  
5012 49 St  
Lloydminster AB T9V 0K2

## Notice details

Date **DEC 11 2025**

### 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.

### 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](http://canada.ca/cra-requirement-to-pay).



Resource Officer/Complex Case Officer

(THIRD PARTY)



Servus Credit Union Ltd  
RMS  
5012 49 St  
Lloydminster AB T9V 0K2

## Détails concernant l'avis

Date	DEC 11 2025
Personne-ressource	D. Morris (1248)
Numéro de téléphone	(403) 702-4853
Numéro sans frais	1 877-388-9042
Numéro de compte	882270341RP0001

## Demande formelle de paiement

Le contribuable suivant doit **21 190,38 \$** pour le compte 882270341RP0001.

NISHEU ENTERPRISES LTD  
305 COUNTRY HILLS COURT NW  
CALGARY AB T3K 3Z2

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 21 190,38 \$, 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.
4. Au cours des 90 prochains jours, si vous êtes :
  - une banque, une caisse de crédit, une société de fiducie ou toute autre personne morale semblable et vous consentez un prêt ou une avance au contribuable, faites un paiement en son nom ou payez un effet négociable qu'il a émis, et que vous détenez une garantie pour la somme empruntée ou avancée, vous devez nous faire parvenir cette somme.
  - une personne autre qu'une institution et vous consentez un prêt ou une avance au contribuable ou faites un paiement en son nom, et que celui-ci était, est ou sera votre employé, ou qu'il vous fournit ou vous fournira des biens ou des services au cours de cette période, vous devez nous faire parvenir cette somme.
  - une société et vous consentez un prêt ou une avance au contribuable ou faites un paiement en son nom, et que vous avez un lien de dépendance avec lui, vous devez nous faire parvenir cette somme.

**Veillez faire vos paiements au nom du receveur général.**

Servus Credit Union Ltd  
RMS  
5012 49 St  
Lloydminster AB T9V 0K2

## Détails concernant l'avis

Date **DEC 11 2025**

### 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.

### Conservation des registres

Veillez 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](http://canada.ca/arc-demande-formelle-de-paiement).



Personne ressource/Agent de cas complexes

(TIERS)



### 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.

<b>Account number</b> 882270341RP0001	<b>Return address</b> Alberta TSO (Red Deer) 201-4911 51 St  Red Deer AB T4N 6V4 ATTN: D. Morris (1248)
<b>Taxpayer name</b> NISHEU ENTERPRISES LTD	
<b>Third party</b> Servus Credit Union Ltd	<b>Reference number</b> 008486188

Reason no money is due or payable:

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<b>Name (print)</b>	<b>Telephone number</b>	
	<b>Date</b>	<b>Position</b>

**Note**

Returning this form does not relieve you of your obligation to comply with the requirement to pay.



### Réponse - demande formelle de paiement

**Si aucune somme n'est à payer ou ne sera versée au contribuable**

Veillez 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.

<b>Numéro de compte</b> 882270341RP0001	<b>Adresse de retour</b> BSF de l'Alberta 201-4911 51 St  Red Deer AB T4N 6V4 ATTN: D. Morris (1248)
<b>Nom du contribuable</b> NISHEU ENTERPRISES LTD	
<b>Tiers</b> Servus Credit Union Ltd	<b>Numéro de référence</b> 008486188

Raison pour laquelle aucune somme n'est à payer ou ne sera versée :

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<b>Nom (en lettres moulées)</b>	<b>Numéro de téléphone</b>	
	<b>Date</b>	<b>Poste</b>

**Remarque**

Le fait de retourner ce formulaire ne vous libère pas de votre obligation de vous conformer à cette demande formelle de paiement.

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.

Amount paid - Montant du paiement

Contact: D. Morris (1248) | Tel. - Tél. (403) 702-4853 | Ext. - Poste

Reference number - Numéro de référence: 882270341RP0001

Account number - Numéro de compte: 9893 04 3

Tax Debtor - Débiteur fiscal: NISHEU ENTERPRISES LTD

Lloydminster | 5012 49 St | AB T9V 0K2

Remitting Third Party - Tiers payeur: Servus Credit Union Ltd

Third Party Remittance Voucher / Pièce de versement pour le tiers

Canada Revenue Agency / Agence du revenu du Canada

Canada Revenue Agency / Agence du revenu du Canada

RC103 (17)X

Servus Credit Union Ltd

RMS  
5012 49 St

Lloydminster  
AB T9V 0K2

NISHEU ENTERPRISES LTD

305 COUNTRY HILLS COURT NW

CALGARY AB T3K 3Z2

Prairies Regional Collections/Compliance Centre

Contact: D. Morris (1248) | Tel. - Tél. (403) 702-4853 | Ext. - Poste

Account number - Numéro de compte 882270341RP0001	Date	Amount paid - Montant du paiement
Reference number - Numéro de référence	Date	Amount paid - Montant du paiement

Canada Revenue Agency / Agence du revenu du Canada

RC103 (17)X

Third Party Remittance Voucher / Pièce de versement pour le tiers / Remitting Third Party - Tiers payeur

Servus Credit Union Ltd

RMS  
5012 49 St

Lloydminster  
AB T9V 0K2

Account number - Numéro de compte: 882270341RP0001

Reference number - Numéro de référence

Contact: D. Morris (1248) | Tel. - Tél. (403) 702-4853 | Ext. - Poste

Amount paid - Montant du paiement

0630080004000300882270341RP0001000000000021190380630080

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

**DO NOT** staple, paper clip, tape or fold voucher or your  
cheque.  
**DO NOT** mail cash.  
We will charge a fee for any dishonoured payment.

**NE PAS** agraffer, utiliser de trombone ou de ruban adhésif,  
plier le formulaire ou le chèque.  
**NE PAS** envoyer de l'argent comptant.  
Vous devrez payer des frais si votre paiement est refusé.

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** agraffer, 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 "L" TO THE AFFIDAVIT  
OF CHRIS MILLAR  
SWORN BEFORE ME THIS  
8 DAY OF JANUARY, 2026.



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A COMMISSIONER FOR OATHS  
IN AND FOR THE PROVINCE OF ALBERTA

**Tre L. Ross**  
Student-at-Law

**From:** Jarnail Sihota <Admin@sherhospitality.ca>  
**Sent:** Wednesday, October 29, 2025 8:04 PM  
**To:** Chris Millar  
**Cc:** Gusa, Tom  
**Subject:** Re: NISHEU ENTERPRISES LTD, 1109079 ALBERTA INC, 1043569 ALBERTA LTD

[WARNING: EXTERNAL SENDER]

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Hello Chris,

Please see below my answers to your questions in red. I will update you with some of the information on Tuesday.

What is the best time to call you to discuss the details on Tuesday ? Thanks

Regards,

Jarnail  
**Sher Hospitality Inc.**  
305 Country Hills Court NW  
Calgary, AB, T3K 3Z2  
Ph: 403.250.1662 Fax: 403.250.1644

This e-mail message, including any attachments, is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged and/or confidential.

Think Green. Please don't print this message unless it's really necessary. Thank you.

On Wed, Oct 22, 2025 at 10:33 AM Chris Millar <[Chris.Millar@servus.ca](mailto:Chris.Millar@servus.ca)> wrote:

Without Prejudice

Good morning Jarnail,

Thank you for taking the time to talk with me yesterday, this is my understanding of what was discussed:

- Based on my independent review of your history, you are a successful and hard working businessman with a strong entrepreneurial spirit
- We both agreed that recent events have shown that you may have taken on too much at once
- A reduction of the overall managerial, administrative and financial burden via selling one (or more) properties would likely be the most prudent course of action
- We need Baljit Sihota to accept service of our legal documents, we have provided the phone number 432-230-9101 to the server to arrange a time when she is home
- There is a possibility of more funds coming in next week to bring loans current

- **In my experience, individuals who work with us and maintain open and honest communication typically achieve better outcomes. Those who ignore us and / or pretend the situation doesn't exist and / or misrepresent the truth often end up in a far worse position due to mounting legal bills.**

Before we proceed further, I require the following information on each specific file:

1. NISHEU ENTERPRISES LTD (1243 48 Avenue NE Calgary, building for medical tenants)

- a. Specific detailed information on the % completion of the building, what is holding up the occupancy permit and the approximate cost to complete **Ans: some of the BP and DP issues are not achievable due to some mistakes made by the architect Rick Balbi in the drawings. Now we have to put a security deposit of approximately \$100,000 and can get the occupancy. Other than this, two floors are complete and we have decided to sell the middle floor (main floor), which could raise us \$5M to 7M. We are also speaking to our daughters if they could purchase the whole or half of top floor since they have taken responsibility of Vitality Medican Clinic and construction is financed by Servus Credit Union. You will be updated next week in regards to this.**