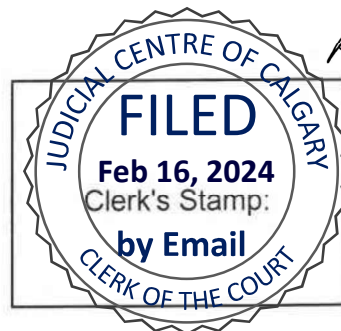


Form 49
[Rule 13.19]



COURT FILE NUMBER	2401 02438	O20196
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
APPLICANT	BANK OF MONTREAL	
RESPONDENTS	AMC&F PROPERTIES LTD. and LYNCORP MANUFACTURING LTD.	
DOCUMENT	AFFIDAVIT	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	BLAKE, CASSELS & GRAYDON LLP 3500, 855 – 2nd Street S.W. Calgary, Alberta T2P 4J8	
	Attention:	Christopher Keliher
	Telephone:	403-260-9760
	Email:	christopher.keliher@blakes.com

AFFIDAVIT OF TREVOR BAUER

Affirmed on February 15, 2024

I, Trevor Bauer, of the City of Calgary, in the Province of Alberta, **SOLEMNLY AFFIRM AND DECLARE THAT:**

1. I am a Senior Account Manager in the Special Accounts Management Unit ("**SAMU**") of the Applicant, Bank of Montreal ("**BMO**").
2. I am authorized by BMO to affirm this affidavit on its behalf.
3. I have been directly involved with AMC&F Properties Ltd. (the "**Borrower**") and Lyncorp Manufacturing Ltd. (the "**Guarantor**", and together with the Borrower, the "**Debtors**") since

April 16, 2019, and have had the opportunity to review the business records of BMO relevant to the Debtors.

4. I have personal knowledge of the matters deposed to in this Affidavit except where based on information from other sources, in which case I have specified the source of that information and believe it to be true.
5. I am affirming this Affidavit in support of the application (the "**Application**") by BMO seeking the appointment of Alvarez & Marsal Canada Inc. ("**A&M**") as receiver (in such capacity, the "**Receiver**"), pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**"), over the current and future assets, undertakings and properties of the Debtors.

The Debtors' Corporate Structure

6. The Borrower is a privately owned Alberta corporation. Its primary asset is real property situated at 402086 81 Street East, Aldersyde, Alberta, T0L 0A0, legally described as Plan 9910986, Block A, Lot 3 (the "**Property**"). Attached hereto as **Exhibit "A"** is a copy of the results of a current search of the Borrower conducted at the Government of Alberta Corporate Registration System on February 13, 2024 (the "**Borrower's Corporate Search**"). David Mullen ("**Mullen**") is listed as the sole director of the Borrower.
7. The Guarantor is a privately owned Alberta corporation that manufactures and fabricates structural, platework, piping and machined components. The Guarantor has operated out of the Property, which it leases from the Borrower, since mid-2018. Attached hereto as **Exhibit "B"** is a copy of the results of a current search of the Guarantor conducted at the Government of Alberta Corporate Registration System on February 13, 2024. Mullen is listed as the sole director of the Guarantor.

Credit Facilities, Security Documents and Guarantees

8. Pursuant to:
 - a. a commitment letter dated December 5, 2016 and accepted December 13, 2016, between, among others, the Borrower, as borrower, and BMO, as lender, authorizing two facilities in the maximum principal amount of \$10,000,000 and \$3,000,000,

respectively (the "**Original Commitment Letter**") as amended by a first amending agreement made as of May 23, 2019, a second amending agreement made as of April 9, 2020 (the "**Second Amendment**"), a third amending agreement made as of December 6, 2021, and a fourth amending agreement dated as of June 1, 2022 (the Original Commitment Letter, the Second Amendment, together with all other amendments, collectively, the "**Commitment Letter**");

- b. a fixed rate term loan agreement between BMO, as lender, and the Borrower, as borrower, made as of December 13, 2016, in the maximum principal amount of \$10,000,000 ("**Term Loan #1**"); and
- c. a fixed rate term loan agreement between BMO, as lender, and the Borrower, as borrower, made as of December 13, 2016, in the maximum principal amount of \$3,000,000 ("**Term Loan #2**" and together with Term Loan #1 and the Commitment Letter, the "**Loan Documents**"),

BMO made certain loan facilities available to the Borrower in December 2016. The maximum principal amount authorized under the loan facilities was \$13,000,000 (the "**Credit Facility**").

- 9. A copy of the Commitment Letter and all amendments thereto are attached sequentially hereto as **Exhibits "C", "D", "E", "F", and "G"**, respectively.
- 10. Copies of Term Loan #1 and Term Loan #2 are attached hereto as **Exhibits "H" and "I"**, respectively.
- 11. Although day-to-day banking services were initially provided to the Borrower by BMO, BMO understands that the Debtors' have been using accounts controlled by the Guarantor at the Royal Bank of Canada for day-to-day banking since approximately 2019.
- 12. To secure amounts advanced pursuant to the Loan Documents, BMO obtained:
 - a. a security agreement executed by the Borrower on December 13, 2016, which granted BMO security over, among other things, the Borrower's undertakings and all its property and assets, real and personal, moveable or immoveable, of whatsoever

nature and kind (the "**AMC&F Security Agreement**"). A copy of the AMC&F Security Agreement is attached hereto as **Exhibit "J"**;

- b. a mortgage of land dated December 13, 2016, between the Borrower, as mortgagor, and BMO, as mortgagee, with a principal amount secured equal to \$13,000,000 (the "**BMO Mortgage**"). The BMO Mortgage mortgaged and charged the Property to and in favour of BMO as security for payment to BMO of all present and future indebtedness and liability owing by the Borrower to BMO, whether direct or indirect, absolute or contingent, or revolving or non-revolving, whether incurred by the Borrower alone or together with any other debtor or debtors and whether incurred pursuant to the provisions of the BMO Mortgage or otherwise. A copy of the BMO Mortgage is attached hereto as **Exhibit "K"**;
 - c. a general assignment of rents and leases dated December 13, 2016, from the Borrower to BMO (the "**General Assignment of Rents**") a copy of which is attached hereto as **Exhibit "L"**;
 - d. a guarantee, dated May 23, 2019, from the Guarantor to BMO, limited to the aggregate amount of \$11,300,000, guaranteeing, among other things, payment to BMO of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, then or at any time, due or owing to BMO from or by the Borrower (the "**Lyncorp Guarantee**"). A copy of the Lyncorp Guarantee is attached hereto as **Exhibit "M"**; and
 - e. a security agreement executed by the Guarantor on May 23, 2019, granting BMO security over, among other things, the Guarantor's undertakings and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind (the "**Lyncorp Security Agreement**", and together with the AMC&F Security Agreement, the BMO Mortgage, and the General Assignment of Rents, the "**Security**"). A copy of the Lyncorp Security Agreement is attached hereto as **Exhibit "N"**.
13. Amounts advanced to the Borrower are also guaranteed by:
- a. a limited guarantee, dated as of December 13, 2016, from Jason Johansen (a former director of the Borrower) and Mullen, in the total aggregate amount of \$6,500,000, a

copy of which is attached hereto as **Exhibit "O"**; and

- b. an unlimited guarantee, dated as of December 13, 2016, from Advanced Metal Concepts and Fabrication Ltd. ("**Advanced**") in favour of BMO, a copy of which is attached hereto as **Exhibit "P"**. The Borrower's Corporate Search lists Advanced as the sole voting shareholder of the Borrower.

Security Registrations

- 14. BMO has registered security interests in the property and assets of the Debtors.
- 15. A copy of the search results in respect of the Borrower obtained from the Alberta Personal Property Registry ("**PPR**"), dated February 13, 2024, is attached hereto as **Exhibit "Q"**. The search results show that BMO has a registered security interest in all present and after-acquired personal property and proceeds of the Borrower. The only other secured party listed in the Borrower's PPR search results is Provida Financial Corporation ("**Provida**").
- 16. A copy of the search result in respect of the Guarantor obtained from the PPR, dated February 13, 2024, is attached hereto as **Exhibit "R"**. The search results show that BMO has a registered security interests in, among other things, all present and after-acquired personal property of the Guarantor. The only other secured parties listed in the Guarantor's PPR search results are Essex Lease Financial Corporation and Provida.
- 17. BMO also has registered security interests on title to the Property. A copy of land title certificate, Title Number 171013717, in respect of the Property (the "**Land Title Certificate**"), is attached hereto as **Exhibit "S"**. Among other things, the Land Title Certificate shows registrations in favour of BMO, including in respect of the BMO Mortgage and the General Assignment of Rents. Provida is also listed as having registered a mortgage on title to the Property.

Lending History

- 18. In early 2019, BMO became aware that the Borrower failed to maintain a debt service coverage (DSC) ratio greater than or equal to 1.25:1 as specified in the Loan Documents. A notice of the covenant breach and reservation of rights letter (the "**Covenant Breach**")

Notice") was sent to the Borrower on April 12, 2019. A copy of the Covenant Breach Notice is attached hereto as **Exhibit "T"**.

19. On April 16, 2019, the Borrower's accounts were transferred internally by BMO to its SAMU group. I have been responsible for overseeing the Debtors' accounts with BMO since that time.
20. Following the transfer of the Borrower's accounts to BMO's SAMU group, I participated in a call with Mullen to discuss the transfer of the Borrower's accounts, as well as options to reduce or further secure amounts owing to BMO under the Credit Facility. Several options were discussed, including: (a) selling the Property or the Debtors' business as a going concern, (b) providing BMO with additional security, or (c) the Borrower obtaining a cash injection, either through equity or a debt refinancing, sufficient to pay off amounts owing under the Credit Facility.
21. The Borrower's ongoing efforts to sell the Property or the Debtors' business as a going concern are described more fully below at paragraphs 30-32.
22. In May 2019, BMO and the Guarantor finalized and executed the Lyncorp Guarantee and the Lyncorp Security Agreement.
23. In January 2020, the Borrower failed to make their regularly scheduled payments to BMO under the Credit Facility, which is an event of default under the Loan Documents. After making the required payment in late February 2020, the Borrower subsequently requested certain financial relief from BMO.
24. BMO agreed to accept interest only payment terms from the Borrower for several months on amounts owing under the Credit Facility. This agreement was memorialized in the Second Amendment, which allowed the Debtors to make interest only payments between February 2020 and May 2020.
25. On December 31, 2021, Term Loan #1 and Term Loan #2 matured and were converted to demand facilities in accordance with the terms of the Loan Documents.
26. In January 2022, the Guarantor paid all amounts owing on Term Loan #2 with funding received from a credit agreement entered into between Provida and the Guarantor (the

"Provida Credit Agreement"). In addition to paying off amounts outstanding under Term Loan #2, the Provida Credit Agreement also provided the Guarantor with additional working capital.

27. Notwithstanding the repayment of Term Loan #2 and this injection of working capital, the Debtors continued to show operational and financial weakness and continued to be managed by BMO's SAMU group.
28. In early-2023, the Debtors advised BMO that, during the prior fiscal year, they had sustained material operating losses.
29. On April 24, 2023, BMO advised the Debtors that it intended to exit its banking relationship with the Debtors on or before June 30, 2023 (the **"Sunset Date"**). A copy of my e-mail correspondence to Mullen confirming same is attached hereto as **Exhibit "U"**.

The Debtors' Sale and Refinancing Efforts

30. As described at paragraph 20, following the transfer of the Debtors' accounts to BMO's SAMU group in April 2019, the Debtors undertook an extensive sales and investment process to sell the Property, the Debtors' business generally, or to refinance amounts outstanding under the Credit Facility.
31. Over the following four years, the Debtors regularly provided updates to BMO about their efforts to conclude a transaction to pay off amounts owing under the Credit Facility. These efforts included listing the Property for sale in mid-2020 with Cushman & Wakefield (**"Cushman"**), a firm specializing in commercial real estate. I understand that the Property has been consistently listed for sale with Cushman since that time.
32. Notwithstanding the efforts undertaken by the Debtors, which included the receipt of multiple expressions of interest from third parties, and in one case a non-binding letter of intent, the Debtors were unable, during this four-year period, to either: (a) conclude a transaction for the purchase of the Property or the sale of the Debtors' business generally, or (b) obtain refinancing for amounts owing under the Credit Facility.

Termination of the Lending Relationship

33. As described above, BMO advised the Debtors in April 2023, that it intended to exit its

banking relationship with the Debtors on or before June 30, 2023.

34. The Debtors subsequently engaged Core Capital Inc. ("**Core Capital**"), a firm which specializes in, among other things, debt restructuring, to expedite a potential transaction for the Debtors' business, the sale of the Property, or a refinancing of amounts outstanding under the Credit Facility.
35. On or around the Sunset Date, the Debtors advised BMO that Core Capital was working on a potential transaction that would repay amounts owing under the Credit Facility. In an effort to accommodate the Debtors, BMO agreed to extend the Sunset Date for a short period to provide the Debtors additional time to conclude a transaction.
36. The Debtors' financial position appeared to deteriorate rapidly following this extension. In addition to habitually making late payments on the Credit Facility, I understand the Debtors entered into new factoring arrangements with Provida in an attempt to bolster their working capital position. The true state of the Debtors' financial affairs were unknown to BMO, however, because the Debtors had failed to provide BMO with their financial statements since May 2023.
37. The Debtors subsequently forwarded a written letter of intent to conclude a transaction to BMO from a third party, dated August 18, 2023, which would have provided sufficient capital to repay amounts owing under the Credit Facility.
38. Notwithstanding the Debtors' deteriorating financial position, BMO again offered to extend the Sunset Date to allow the Debtors and the third-party additional time to conclude a transaction.
39. On October 26, 2023, Wayne Sellers ("**Sellers**"), the VP of operations at the Guarantor, advised me via e-mail that the third party decided not to proceed with a transaction.
40. On October 31, 2023, the Debtors did not pay their regularly scheduled principal or interest payments required under the Loan Documents.

Demands, Notices of Intention to Enforce, and Forbearance Agreement

41. On November 3, 2023, BMO sent letters and notices of intention to enforce security in accordance with section 244 of the BIA (collectively, the "**Demands**") to the Debtors

demanding full payment of amounts owing under the Credit Facility.

42. A copy of the Demand sent to the Borrower is attached hereto as **Exhibit "V"**.
43. A copy of the Demand sent to the Guarantor is attached hereto as **Exhibit "W"**.
44. Following the issuance of the Demands, the Debtors requested more time to facilitate a transaction. The Debtors also advised that they: (a) were no longer in a position to continue making principal or interest payments on the Credit Facility, and (b) were in the process of fully shutting down their business.
45. Notwithstanding that it appeared that BMO's security was actively being eroded, BMO agreed to enter into a forbearance agreement until January 26, 2024, to provide additional time for the Debtors to seek out and facilitate a transaction. Any forbearance agreement, however, was conditional upon, among other things: (a) obtaining a new appraisal on the Property, and (b) appointing a financial advisor to assess the operating and financial affairs of the Debtors.
46. The negotiation and execution of the forbearance agreement was drawn out over nearly 7 weeks. This delay was due, in part, to the Debtors' insistence that they did not want their books and records reviewed by a financial advisor, and because they wanted to first see the results of an appraisal of the Property they had recently commissioned from Cushman.
47. The Debtors provided to BMO an appraisal of the Property, completed by Cushman (the "**Cushman Appraisal**"), on December 5, 2023.
48. Now shown to me and marked as **Confidential Exhibit "1"**, but not attached due to the confidential and commercially sensitive nature of its contents is a copy of the Cushman Appraisal.
49. The Cushman Appraisal showed a fair market value materially in excess of amounts owing under the Credit Facility. However, because the appraised value of the Property was also materially in excess of the then current list price of the Property (which was also listed by Cushman), BMO advised the Debtors that it required a further appraisal of the Property.
50. The Debtors and BMO ultimately entered into a forbearance agreement on December 18, 2023 (the "**Forbearance Agreement**"), a copy of which is attached hereto as **Exhibit "X"**.

As set out in the Forbearance Agreement:

- a. the Debtors acknowledged that:
 - i. various events of default had occurred under the Loan Documents, including the Debtors' failure to pay amounts owing to BMO pursuant to the Loan Documents, the Debtors' failure to deliver financial statements to BMO within 90 days of the end of each fiscal year, and the ongoing shutdown of the Debtors' business constituted a material adverse change in the business and operations of the Debtors;
 - ii. they received the Demands;
 - iii. amounts owing under the Credit Facility were owing and payable and BMO was entitled to repayment on demand;
 - iv. the Security had not been discharged, waived, or varied, was binding on the Debtors, and was enforceable against the Debtors according to its terms;
 - v. the Debtors were insolvent within the meaning of the BIA; and
 - vi. the Debtors waived any protection provided to them pursuant to section 244 of the BIA or any other right to notice or demand from BMO that they would have under the Loan Documents, the Security, or otherwise;
- b. BMO agreed to forbear from taking steps to enforce under the Loan Documents or the Security until the earlier of (a) the occurrence of a Forbearance Terminating Event (as defined therein), or (b) January 26th, 2024 (the "**Forbearance Term**");
- c. the Debtors would continue to list the Property for sale and would seek refinancing options sufficient to payout amounts owing under the Credit Facility;
- d. A&M would be engaged as a financial advisor and, in that capacity, would work with and obtain financial and operating records from the Debtors; and
- e. principal and interest payments would be deferred until the expiration of the Forbearance Term.

Activities During the Forbearance Term

51. Following the execution of the Forbearance Agreement:
 - a. the Debtors continued to list the Property for sale with Cushman. A copy of the listing brochure for the Property, showing a list price of \$11,900,000, taken from the Cushman Website, is attached hereto as **Exhibit "Y"**;
 - b. A&M attended the Property and worked with the Debtors' management for the purpose of understanding the operating and financial affairs of the Debtors; and
 - c. A&M coordinated an appraisal of the Property by Colliers International Realty Advisors Inc. ("**Colliers**"), a firm with expertise in commercial real estate valuation.
52. In connection with A&M's review, the Borrower and the Guarantor forwarded copies of their unconsolidated financial statements to A&M, which were subsequently forwarded to my attention.
53. Now shown to me and marked as **Confidential Exhibit "2"** and **Confidential Exhibit "3"** but not attached due to their confidential and commercially sensitive nature, are copies of financial statements of the Borrower and the Guarantor respectively (the "**Financial Statements**").
54. The Financial Statements show material net operating losses in 2022 and 2023 and that the total liabilities of the Debtors materially exceed their total assets.
55. In addition, I am advised by Orest Konowalchuk, the Senior Vice-President at A&M responsible for reviewing the operating and financial affairs of the Debtors, that:
 - a. the Debtors' assets include, among other things, accounts receivable, inventory, and the Property;
 - b. the Debtors are no longer profitable, are likely to run out of cash in the near term, and intend to rely on existing accounts receivable collections to fund ongoing operations;
 - c. amounts owing by the Debtors to other lenders, such as Provida, are increasing;
 - d. the Guarantor owes the Canada Revenue Agency \$245,000 for excise taxes, which

- the Debtors do not appear to have the capacity to pay; and
- e. the Debtors continue to employ approximately 27 people with anticipated payroll costs in February 2024 equal to approximately \$92,000.
56. A final copy of the Colliers appraisal commissioned on the Property by A&M during the Forbearance Term (the "**Colliers Appraisal**") was forwarded to BMO on February 2, 2024. The effective date of the Colliers Appraisal is January 15, 2024.
 57. Now shown to me and marked as **Confidential Exhibit "4"**, but not attached due to the confidential and commercially sensitive nature of its contents is a copy of the Colliers Appraisal.
 58. The Colliers Appraisal appraised the fair market value of the Property at value that is materially less than the appraised market value outlined in the Cushman Appraisal.
 59. On January 22, 2024, BMO's legal counsel, Blake, Cassels & Graydon LLP, ("**BMO's Counsel**") e-mailed the Debtors' legal counsel, Carscallen LLP ("**Debtors' Counsel**"), to inquire whether the Debtors would have an accepted purchase and sale agreement in place or, alternatively, be in a position to payout amounts owing under the Credit Facility prior to the expiration of the Forbearance Term. On January 23, 2024, Debtors' Counsel advised that they would review same with the Debtors and would provide an update when they could. A copy of this correspondence is attached hereto as **Exhibit "Z"**.
 60. On January 24, 2024, I e-mailed Mullen to inquire whether the Borrower would be in a position to pay the outstanding balancing owing under the Credit Facility by the end of the Forbearance Term. That same day, Mullen e-mailed me to advise, among other things, that:
 - a. three parties had expressed *some* interest in the Property, but that one decided to pursue another opportunity, one did not have the financial support to make a formal offer, and that the third anticipated making an offer "this week or next";
 - b. refinancing efforts were stalled given the current state of the business and because the Debtors had not approached any other lenders to obtain financing; and
 - c. the Borrower would not be in a position to pay out BMO until the Property sold.

61. A copy of the correspondence between Mullen and me, dated January 24, 2024, is attached hereto as **Exhibit "AA"**.
62. As of the date of this affidavit, I am not aware of and have not been advised that an offer for the purchase of the Property, or any other transaction, has materialized.
63. Mullen subsequently advised me that the Debtors did not intend to make any further payments to BMO in connection with the Credit Facility.
64. On January 29, 2024, three days after the Forbearance Term expired, BMO's Counsel e-mailed Debtors' Counsel to advise that BMO intended to proceed with a receivership application, and that court time had been booked on February 26, 2024, to advance same.
65. On January 30, 2024, Debtors' Counsel e-mailed BMO's Counsel seeking information about which corporation BMO intended to place into receivership and to inquire whether BMO had obtained an updated appraisal of the Property.
66. On January 31, 2024, BMO's Counsel confirmed, among other things, that: (a) BMO would be making its application against both the Borrower and the Guarantor, and (b) that BMO did not yet have a finalized copy of the Colliers Appraisal, but would forward a copy once received on an undertaking to keep the Colliers Appraisal confidential.
67. A copy of the correspondence between BMO's Counsel and Debtors' Counsel, between the January 29, 2024, and January 31, 2024, is attached hereto as **Exhibit "BB"**.
68. As of the date of this affidavit, I am advised by Christopher Keliher of BMO's Counsel that Debtors' Counsel has not requested a copy of the Colliers Appraisal.

Appointment of the Receiver

69. As of January 29, 2024, the total debt owing by the Debtors to BMO under the Credit Facility was \$7,575,626, exclusive of accrued interest and other fees owing under the Loan Documents (the "**Outstanding Indebtedness**").
70. Defaults under the Loan Documents are continuing and the Credit Facility has matured.

71. The Debtors have advised that they have no plan in place to pay the Outstanding Indebtedness, and have acknowledged that the Outstanding Indebtedness is payable on demand.
72. The Debtors have been attempting, without success, to facilitate a purchase of the Property or their business or, alternatively, a refinancing sufficient to pay amounts owing to BMO, for nearly 4 years, and were explicitly advised over 9 months ago that BMO intended to exit its relationship with the Debtors.
73. The Debtors are insolvent and the Forbearance Term has expired.
74. BMO considers it reasonable and prudent to enforce on the Security. Pursuant to the Security, including the BMO Mortgage, BMO is entitled to seek the appointment of a receiver.
75. In the circumstances set out above, I believe it is just and equitable that a receiver be appointed over the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, including the Property, and all proceeds thereof.
76. BMO proposes that A&M be appointed as Receiver.
77. A&M is a licensed insolvency trustee and is already familiar with the business and financial affairs of the Debtors. A&M is also already familiar with the Debtors' management, including Mullen and Sellers.
78. A&M is qualified and has consented to act as the Receiver should the court appoint it.
79. A copy of A&M's consent to act as the Receiver, dated February 13, 2024, is attached hereto as **Exhibit "CC"**.

Confidential and commercially sensitive nature of certain exhibits and other information

80. As described above, BMO is seeking to file the financial statements of the Borrower, the financial statements of the Guarantor, the Cushman Appraisal and the Colliers Appraisal under seal due to their confidential and commercially sensitive nature.
81. The financial statements and the appraisals contain information about the ongoing financial and operating affairs of the Debtors, information about the value of the Property

and the other assets of the Debtors, and the length of time the Property may need to be marketed to obtain a purchase price at fair market value. The disclosure of this information could influence any sale process undertaken by the receiver (if appointed) and could negatively impact recoveries to estate creditors.

82. I make this Affidavit in support of BMO's application for the relief set out in the Application and for no improper purpose.


AFFIRMED BEFORE ME at the City of
Calgary, in the Province of Alberta, this
15th day of February, 2024,


A COMMISSIONER FOR OATHS IN
AND FOR ALBERTA

Devon Slavin
Student-at-Law


TREVOR BAUER

This is **Exhibit "A"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

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

Date of Search: 2024/02/13
Time of Search: 09:49 AM
Search provided by: BLAKE CASSELS & GRAYDON LLP
Service Request Number: 41467584
Customer Reference Number: 29898/819 DNSN

Corporate Access Number: 2020016370
Business Number: 737521724
Legal Entity Name: AMC&F PROPERTIES LTD.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2016/10/27 YYYY/MM/DD

Registered Office:
Street: 900, 332 6TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P0B2

Records Address:
Street: 900, 332 6TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P0B2

Email Address: CORPORATESERVICES@CARSCALLEN.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
WEEKES	LESLIE	J.	CARSCALLEN LLP	900, 332 6TH AVENUE SW	CALGARY	ALBERTA	T2P0B2	CORPORATESERVICES@CARSCALLEN.COM

Directors:

Last Name: MULLEN
First Name: DAVID
Street/Box Number: 75 SUN CANYON PARK SE
City: CALGARY
Province: ALBERTA
Postal Code: T2X2Z4

Voting Shareholders:

Legal Entity Name: LYNCORP INTERNATIONAL LTD.
Corporate Access Number: 203052105
Street: 402086 - 81 STREET EAST, BOX 27

City: ALDERSYDE
Province: ALBERTA
Postal Code: T0L0A0
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE SCHEDULE ATTACHED
Share Transfers Restrictions: SEE SCHEDULE ATTACHED
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE SCHEDULE ATTACHED

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2022	2023/07/13

Outstanding Returns:

Annual returns are outstanding for the 2023 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2016/10/27	Incorporate Alberta Corporation
2018/04/10	Change Director / Shareholder
2018/10/11	Change Address
2020/02/22	Update BN
2022/01/25	Change Agent for Service
2023/07/13	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2016/10/27
Restrictions on Share Transfers	ELECTRONIC	2016/10/27
Other Rules or Provisions	ELECTRONIC	2016/10/27

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.



SCHEDULE:

SHARE STRUCTURE

2. THE CLASSES AND ANY MAXIMUM NUMBER OF SHARES THAT THE CORPORATION IS AUTHORIZED TO ISSUE

2.1 Authorized Capital

- (a) An unlimited number of Class "A" shares; and
- (b) An unlimited number of Class "B" shares; and
- (c) An unlimited number of Class "C" shares; and
- (d) An unlimited number of Class "D" shares; and
- (e) An unlimited number of Class "E" shares; and
- (f) An unlimited number of Class "F" shares; and
- (g) An unlimited number of Class "G" shares; and
- (h) An unlimited number of Class "H" shares; and
- (i) An unlimited number of Class "I" shares; and
- (j) An unlimited number of Class "J" shares; and
- (k) An unlimited number of Class "K" shares; and
- (l) An unlimited number of Class "L" shares; and
- (m) An unlimited number of Class "M" shares; and
- (n) An unlimited number of Class "N" shares; and
- (o) An unlimited number of Class "O" shares; and
- (p) An unlimited number of Class "P" shares; and
- (q) An unlimited number of Class "Q" shares;

2.2 The Special Rights, Privileges, Restrictions and Conditions Attaching to each Class of Shares

(a) Voting

The holders of Class "A", Class "B", Class "C", Class "J", Class "K", Class "L", Class "P" and Class "Q" shares shall be entitled to receive notice of and to vote at all meetings of the shareholders of the Corporation except meetings at which only holders of a specified class of shares are, by the provisions of the Business Corporations Act, entitled to vote. Subject always to the provisions of the Business Corporations Act, the holders of Class "D", Class "E", Class "F", Class "G", Class "H", Class "I", Class "M", Class "N" and Class "O" shares shall not be entitled to receive notice of or attend any meetings of the shareholders of the Corporation and shall not be entitled to vote at such meetings.

(b) Dividends

(1) Fixed Preference Shares

The holders of the Class "G", Class "H", Class "I", Class "J", Class "K", and Class "L" shares (the "Fixed Preferred Shares") shall in each year, at the discretion of the Directors, but without

preference or priority with respect to payment of dividends to holders of any other class of shares, be entitled out of all or any profits or surplus available for dividends, to non-cumulative dividends at a rate per annum equal to the prescribed rate of interest for the purposes of subsection 256(1.1) of the Income Tax Act (Canada) as of the time of issuance of the first then issued shares of the particular class (the "Prescribed Rate") in each case on the Redemption Amount thereof (as described in subsection 2.2(c) herein) as may be determined by the Directors, payable at such time or times and at such place or places as the Directors may determine. The Directors shall be entitled from time to time to declare part of the said non-cumulative dividend for any fiscal year notwithstanding that such dividend for such fiscal year shall not be declared in full. The said dividends shall be non-cumulative whether earned or not earned, and if in any fiscal year the Directors in their discretion shall not declare the said dividends or any part thereof, then the right of the holders of the Fixed Preferred Shares of any class to such dividends or to any undeclared part thereof for the fiscal year shall be extinguished. The holders of the Fixed Preferred Shares shall in no circumstances be entitled to any dividends other than or in excess of the non-cumulative dividends at the rate herein provided for.

(ii) Floating Preference Shares

The holders of the Class "M", Class "N" and Class "O" shares (the "Floating Preferred Shares") shall in each year, at the discretion of the Directors, but without preference or priority with respect to payment of dividends to holders of any other class of shares, be entitled out of all or any profits or surplus available for dividends, to non-cumulative dividends at a rate per annum equal to the Prescribed Rate from time to time in each case on the Redemption Amount thereof (as described in subsection 2.2(c) herein) as may be determined by the Directors, payable at such time or times and at such place or places as the Directors may determine. Any change in the Prescribed Rate shall be effective on the date on which such rate becomes effective in accordance with the Income Tax Act (Canada) and the regulations thereunder. The Directors shall be entitled from time to time to declare part of the said non-cumulative dividend for any fiscal year notwithstanding that such dividend for such fiscal year shall not be declared in full. The said dividends shall be non-cumulative whether earned or not earned, and if in any fiscal year the Directors in their discretion shall not declare the said dividends or any part thereof, the right of the holders of the Floating Preferred Shares of any class to such dividends or to any undeclared part thereof for such fiscal year shall be extinguished. The holders of the Floating Preferred Shares shall in no circumstances be entitled to any dividend other than or in excess of the non-cumulative dividends at the rate herein provided for.

(iii) Class "P" and "Q" Shares

The holders of the Class "P" and "Q" shares shall not be entitled to dividends of any kind whatsoever.

(iv) Exclusive

Subject to paragraph 2.2(b)(iii), the holders of each share of every class of the shares shall be entitled to receive dividends as and when declared by the Directors, acting in their sole discretion, which dividends may be declared on one class of shares wholly or partially to the exclusion of dividends in respect of any other class of shares.

(v) Restriction on Dividends

No dividends or distributions of any kind whatsoever shall be declared or made in respect of any of the shares of the Corporation which would be contrary to any applicable law or which would have the effect of reducing the net assets, including goodwill, of the Corporation to an amount insufficient to enable the redemption by the Corporation, at the aggregate of the Redemption Amounts of the issued and outstanding Fixed Preferred Shares and the Floating Preferred Shares (the Fixed Preferred Shares and the Floating Preferred Shares hereinafter collectively referred to as the "Preferred Shares") and the Class "P" Redemption Amount of the issued and outstanding Class "P" Shares, together with the amount of any dividends declared but not paid in respect of the issued and outstanding Preferred Shares.

(c) Redemption Amount of Preferred Shares

(i) Formula for Calculation of the Redemption Amount

The Redemption Amount for each Preferred Share shall be equal to the fair market value of the property or issued shares of the Corporation of a different class (the "Assets") for which Preferred Shares were issued by the Corporation (the "Asset Value") less the aggregate value of any non-share consideration given or obligation assumed by the Corporation as partial consideration for the Assets (the "Non-Share Value") divided by the number of Preferred Shares issued in exchange for the Assets, or if the Preferred Share was issued as payment of a stock dividend by the Corporation, shall be an amount set by the Directors of the Corporation, which amount may be based upon a formula to be set by the Directors of the Corporation.

(ii) Fair Market Value Adjustment

Notwithstanding the provisions of the foregoing paragraph 2.2(c)(i) hereof, if the Minister of National Revenue, the Provincial Treasurer of the Province of Alberta, their authorized representative or any similar authority shall assess or reassess the Corporation or its shareholders for income tax (or propose such an assessment or reassessment) on the basis of a determination or assumption that the Asset Value or the Non-Share Value should have been a greater or lesser amount than the amount determined upon issuance of any particular Preferred Share, then the Asset Value shall be adjusted (the "Adjusted Asset Value") or the Non-Share Value shall be adjusted (the "Adjusted Non-Share Value"), as the case may be, and shall be deemed to be:

- (A) subject to subparagraph (C) hereof, the fair market value of the Assets or Non-Share Value as determined by the authority making or proposing such an assessment or reassessment, provided that the Directors agree that such determination is accurate; or
- (B) subject to subparagraph (C) hereof, where the Directors do not agree that the authority's determination is accurate, the fair market value of the Assets or Non-Share Value as determined by a qualified person whom the Directors shall appoint to make that determination forthwith following the making or proposing of such an assessment or reassessment; or
- (C) where any such assessment or reassessment is the subject of an appeal to the Court of competent jurisdiction, the fair market value of the Assets or Non-Share Value as determined by that Court.

(iii) Adjustment of Redemption Amount

In the event of a determination of an Adjusted Asset Value or an Adjusted Non-Share Value then the Redemption Amount payable for each Preferred Share issued in exchange for the Assets shall be adjusted by the Directors and shall be equal to the Adjusted Asset Value (or, if there has been no adjustment, the Asset Value) less the Adjusted Non-Share Value (or, if there has been no adjustment, the Non-Share Value), all divided by the total number of Preferred Shares of the class issued in exchange for the Assets. If a Preferred Share has been issued as payment of a stock dividend and the Redemption Amount of the Preferred Shares was established based upon a formula set by the Directors of the Corporation and the Directors later determine that the Redemption Amount of such Preferred Shares should, based upon the previously set formula, have been a different amount, then the Redemption Amount payable for each Preferred share issued as payment of the stock dividend shall be adjusted so as to be equal to the Redemption Amount which should have been initially determined based upon the formula set by the Directors of the Corporation. If any Preferred Shares of the class shall have been redeemed or any dividends shall have been declared thereon prior to the Redemption Amount being adjusted as aforesaid, any resulting over-payment by the Corporation shall be a debt due on demand to the Corporation from the holder of such Preferred Shares and any resulting under-payment shall be a debt due on demand from the Corporation to the holders of such Preferred Share.

(d) Redemption Amount of Class "P" shares

- (i) The redemption amount for each Class "P" share shall be \$1.00 per share (the "Class "P" Redemption Amount").

(e) Redemption Procedure

- (i) Subject to the Business Corporations Act, the Corporation may, upon giving notice as hereinafter provided, redeem the whole or any part of the Preferred Shares of any class or the Class "P" shares on payment for each Preferred Share or

Class "P" share to be redeemed of the Redemption Amount or the Class "P" Redemption Amount as determined in accordance with subsection 2.2(c) or 2.2(d), as applicable, together with all dividends declared thereon and unpaid. If at any time only part of the then outstanding Preferred Shares of any class or the Class "P" shares are to be redeemed, the redemption shall, subject to unanimous prior written consent of all holders of the Preferred Shares of the class being redeemed, be pro rata from the holders of the Preferred Shares of that class or the Class "P" shares, provided that the Directors may make such adjustments as shall be necessary to avoid the redemption of fractional parts of the Preferred Shares of the class or the Class "P" shares. Unless waived by the registered holder of the shares to be redeemed, the Corporation shall give not less than thirty (30) days notice in writing of such redemption by mailing such notice to the registered holder of each Preferred Share or Class "P" share to be redeemed, specifying the date and place or places of redemption. If notice of any such redemption be given by the Corporation in the manner aforesaid and an amount sufficient to redeem such shares be deposited with any trust company or chartered bank in Canada as specified in the notice on or before the date fixed for redemption, dividends on the Preferred Shares to be redeemed shall cease after the date so fixed for redemption and the holders of the Preferred Shares or the Class "P" Shares, as applicable, shall thereafter have no rights against the Corporation in respect thereof except, upon the surrender of certificates for such Preferred Shares or the Class "P" shares, to receive payment therefor out of the monies so deposited. Upon the amount sufficient to redeem such Preferred Shares or the Class "P" shares being deposited with any trust company or chartered bank in Canada as aforesaid, notice shall be given to the holders of the Preferred Shares or the Class "P" shares called for redemption who have failed to present the certificates representing such Preferred Shares or the Class "P" shares, within two (2) months of the date specified for redemption, to the effect that the monies have been so deposited and may be obtained by the holders of the said Preferred Shares or the Class "P" shares upon presentation of the certificates representing such Preferred Shares or the Class "P" shares for redemption at the said trust company or chartered bank in Canada. If any part of the total monies so deposited has not been paid to or to the order of the respective holders of the Preferred Shares or the Class "P" shares which were called for redemption within two (2) years after the date upon which such deposit was made or the date specified for redemption in the said notice, whichever is the later, such balance of monies remaining in the account shall be returned to the Corporation without prejudice to the rights of the holders of the Preferred Shares or the Class "P" shares being redeemed to claim the monies so deposited without interest from the Corporation.

(f) Retractable

- (i) Each holder of a Preferred Share or a Class "P" share has the right, exercisable by depositing the holder's share certificate with the Corporation at its registered office, to require the Corporation

to redeem any Preferred Share or any Class "P" share within thirty (30) days after the date the certificate is deposited, for an amount equal to one hundred (100%) per cent of the Redemption Amount of the Preferred Share or the Class "P" Redemption Amount of the Class "P" share so deposited, together with all dividends declared thereon and unpaid. The Corporation will not be obligated to redeem any Preferred Share or Class "P" share pursuant to this provision if and so long as the redemption would be contrary to any applicable law.

(g) Liquidation

In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary:

- (i) firstly, the holders of the Preferred Shares and the Class "P" shares shall rank equally amongst themselves and shall be entitled to receive in respect of each Preferred Share or Class "P" share held, before distribution of any part of the assets of the Corporation amongst the holders of the shares of any other class in the capital of the Corporation, an amount equal to one hundred (100%) per cent of the Redemption Amount of such Preferred Share or the Class "P" Redemption Amount of such Class "P" share and any dividends declared thereon and unpaid, but no more. In the event that less than one hundred (100%) per cent of the amount necessary for redemption of each Preferred Share or Class "P" share is available for distribution to the holders of the Preferred Shares or the Class "P" shares of every class, then the holders of the Preferred Shares or the Class "P" shares shall be entitled to participate in such distribution in equal proportions in respect of each Preferred Share or the Class "P" share held, firstly having regard to the respective Redemption Amounts of the Preferred Shares or the Class "P" Redemption Amounts of such Class "P" shares and secondly having regard to the amount of declared but unpaid dividends owing in respect of each such class;
- (ii) the holders of the Class "Q" shares shall be entitled to receive in respect of each Class "Q" share held, before distribution of any part of the assets of the Corporation amongst the holders of the Class "A", Class "B", Class "C", Class "D", Class "E" and Class "F" shares in the share capital of the Corporation, an amount equal to the quotient obtained when the stated capital maintained for the Class "Q" shares is divided by the number of Class "Q" shares then outstanding and no more; and
- (iii) thereafter, the holders of the Class "A", Class "B", Class "C", Class "D", Class "E" and Class "F" shares shall be entitled to participate equally amongst themselves in respect of each Class "A", Class "B", Class "C", Class "D", Class "E" and Class "F" share held in any further distribution of the assets of the Corporation.

SCHEDULE:

RESTRICTIONS ON SHARE TRANSFERS

No securities of the Corporation, other than non-convertible debt securities, shall be transferred without the approval of the directors of the Corporation either by a resolution passed at a Board of directors meeting, or by an instrument or instruments in writing signed by all of the directors.

SCHEDULE:

OTHER RULES OR PROVISIONS, if any:

- (a) The securities of the Corporation, excluding non-convertible debt securities, may not be beneficially owned, directly or indirectly, by more than 50 persons, not including employees and former employees of the Corporation or its affiliates, provided that each person is counted as one beneficial owner unless the person is created or used solely to purchase or hold securities of the issuer in which case each beneficial owner or each beneficiary of the person, as the case may be, must be counted as a separate beneficial owner.
- (b) Any distribution of securities by the Corporation, or trade by any person, which would have the effect of causing the Corporation to cease being a private issuer for the purposes of any Rule or Regulation made under the provisions of the Securities Act is prohibited.
- (c) The corporation shall have a lien on the shares registered in the name of a shareholder or his legal representative for a debt of that shareholder to the corporation.
- (d) The directors may, between annual general meetings, appoint one (1) or more additional directors of the Corporation to serve until the next annual general meeting, but the number of additional directors shall not at any time exceed one-third (1/3) of the number of directors who held office at the expiration of the last annual meeting of the Corporation.

This is **Exhibit "B"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

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

Date of Search: 2024/02/13
Time of Search: 09:51 AM
Search provided by: BLAKE CASSELS & GRAYDON LLP
Service Request Number: 41467596
Customer Reference Number: 29898/819 DNSN

Corporate Access Number: 2017180148
Business Number: 827582248
Legal Entity Name: LYNCORP MANUFACTURING LTD.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2012/12/12 YYYY/MM/DD
Date of Last Status Change: 2019/03/11 YYYY/MM/DD

Registered Office:
Street: 900, 332 6TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P0B2

Records Address:
Street: 900, 332 6TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P0B2

Email Address: CORPORATESERVICES@CARSCALLEN.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
WEEKES	LESLIE		CARSCALLEN LLP	900, 332 - 6TH AVE SW	CALGARY	ALBERTA	T2P0B2	CORPORATESERVICES@CARSCALLEN.COM

Directors:

Last Name: MULLEN
First Name: DAVID
Middle Name: E.
Street/Box Number: 75 SUNCANYON PARK SE
City: CALGARY
Province: ALBERTA
Postal Code: T2X1P4

Voting Shareholders:

Legal Entity Name: ADVANCED METAL CONCEPTS AND FABRICATION LTD.
Corporate Access Number: 2010325062
Street: 3000, 700 - 9TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P3V4
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE "A"
Share Transfers Restrictions: SEE ATTACHED SCHEDULE "B"
Min Number Of Directors: 1
Max Number Of Directors: 9
Business Restricted To: NONE.
Business Restricted From: NONE.
Other Provisions: SEE ATTACHED SCHEDULE "C"

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
RANGELAND INDUSTRIAL SERVICE	TN17276890

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2022	2023/01/31

Outstanding Returns:

Annual returns are outstanding for the 2023 file year(s).

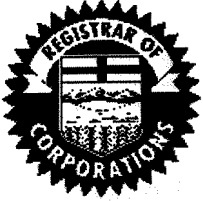
Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2012/12/12	Incorporate Alberta Corporation
2017/04/27	Change Address
2019/02/02	Status Changed to Start for Failure to File Annual Returns
2019/03/11	Change Director / Shareholder
2020/02/21	Update BN
2022/04/28	Change Agent for Service
2023/01/31	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2012/12/12
Restrictions on Share Transfers	ELECTRONIC	2012/12/12
Other Rules or Provisions	ELECTRONIC	2012/12/12

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.



SCHEDULE "A"

TO THE ARTICLES OF INCORPORATION OF

(the "Corporation")

The Classes and any maximum number of shares that the Corporation is authorized to issue:

Capital

The Corporation is authorized to issue three (3) classes of shares, namely an unlimited number of Class "A" Common Shares without nominal or par value (herein referred to as the "Class "A" Common Shares"), an unlimited number of Class "B" Non-Voting Common Shares without nominal or par value (herein referred to as the "Class "B" Non-Voting Common Shares") and an unlimited number of Preferred Shares without nominal or par value (herein referred to as the "Preferred Shares").

Class "A" Common Shares

The holders of the Class "A" Common Shares shall be entitled:

- (a) to vote at all meetings of shareholders, except meetings at which only holders of a specified class of shares are entitled to vote, and on every poll taken at every such meeting, or adjourned meeting, every holder of Class "A" Common Shares shall be entitled to one vote in respect of each such share held;
- (b) subject to the rights of the holders of Preferred Shares, to receive the remaining property of the Corporation upon dissolution on a pro rata basis with the holders of the Class "B" Non-Voting Common Shares; and
- (c) subject to the rights to dividends of the holders of Preferred Shares, to receive such dividends as and when the Directors in their discretion may declare thereon, provided however, the Directors may declare and pay dividends exclusively on the Class "A" Common Shares without declaring and paying dividends on any other shares.

Class "B" Non-Voting Common Shares

The holders of the Class "B" Non-Voting Common Shares:

- (a) except as otherwise required by law, shall not be entitled as such to receive notice of, to attend or to vote at any meeting of the shareholders of the Corporation;
- (b) subject to the rights of the holders of Preferred Shares, shall be entitled to receive the remaining property of the Corporation upon dissolution on a pro rata basis with the holders of the Class "A" Common Shares; and
- (c) subject to the rights to dividends of the holders of Preferred Shares, shall be entitled to receive such dividends as and when the Directors in their discretion may declare thereon, provided however, the Directors may declare and pay dividends exclusively on the Class "B" Non-Voting Common Shares without declaring and paying dividends on any other shares.

Preferred Shares

The Preferred Shares as a class shall carry and be subject to the following rights, privileges, restrictions and conditions:

- (a) Directors' Rights to Issue in One or More Series

The Preferred Shares may at any time or from time to time be issued in one or more series, each series to consist of such number of shares as may before the issue thereof be determined by the Directors by resolution; the Directors may (subject as hereinafter provided) by resolution fix, from time to time before the issue thereof, the designation, rights, privileges, restrictions and conditions attaching to the shares of such series including,

without limiting the generality of the foregoing:

- (i) the issue price,
- (ii) the rate, amount or method of calculation of dividends and whether the same are subject to change or adjustment,
- (iii) whether such dividends shall be cumulative, non-cumulative or partly cumulative,
- (iv) the dates, manner and currencies of payments of dividends and the dates from which dividends shall accrue,
- (v) the redemption and/or purchase prices and terms and conditions of redemption and/or purchase, with or without provision for sinking or similar funds,
- (vi) the conversion and/or exchange and/or reclassification rights,
- (vii) the voting rights, if any, and/or
- (viii) other provisions,

the whole subject to the following provisions and to the issue of Certificate(s) of Amendment setting forth such designation, rights, privileges, restrictions and conditions attaching to the shares of each series.

(b) Ranking of Preferred Shares

The Preferred Shares shall be entitled to preference over the Class "A" Common Shares and Class "B" Non-Voting Common Shares of the Corporation and over any other shares ranking junior to the Preferred Shares with respect to payment of dividends and distribution of assets in the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs and may also be given such other preferences not inconsistent with paragraphs (a) and (b) hereof over the Class "A" Common Shares and Class "B" Non-Voting Common Shares of the Corporation and over any other shares ranking junior to the Preferred Shares as may be determined in the case of each series of Preferred Shares authorized to be issued.

(c) Amendment with Approval of Holders of Preferred Shares

The rights, privileges, restrictions and conditions attaching to the Preferred Shares as a class may be repealed, altered, modified, amended or amplified by Certificate(s) of Amendment, but in each case with the approval of the holders of Preferred Shares (only as a class but not as individual series) given as hereinafter specified.

(d) Approval of Holders of Preferred Shares

Subject to the provisions of the Business Corporations Act (Alberta), any consent or approval given by the holders of Preferred Shares as a class shall be deemed to have been sufficiently given if it shall have been given in writing by the holders of all of the outstanding Preferred Shares or by a resolution passed at a meeting of holders of the Preferred Shares duly called and held upon not less than twenty-one (21) days' notice at which the holders of at least a majority of the outstanding Preferred Shares are present or are represented by proxy and carried by the affirmative vote of not less than sixty-six and two-thirds percent of the votes cast at such meeting, in addition to any other consent or approval required by the Business Corporations Act (Alberta). If at any such meeting the holders of a majority of the outstanding Preferred Shares are not present or represented by proxy within one half-hour after the time appointed for such meeting, then the meeting shall be adjourned to such date not less than fifteen (15) days thereafter and to such time and place as may be designated by the Chairman, and not less than ten (10) days' written notice shall be given of such adjourned meeting. At such adjourned meeting the holders of the Preferred Shares present or represented by proxy may transact the business for which the meeting was originally convened and a

resolution passed thereat by the affirmative vote of not less than sixty-six and two-thirds percent of the votes cast at such meeting shall constitute the consent or approval of the holders of Preferred Shares. On every poll taken at every such meeting every holder of Preferred Shares shall be entitled to one vote in respect of each such share held. Subject to the foregoing, the formalities to be observed in respect of the giving or waiving of notice of any such meeting and the conduct thereof shall be those from time to time prescribed in the By-laws of the Corporation with respect to meetings of shareholders. Any consent or approval given by the holders of Preferred Shares of a series as a class shall be deemed to have been sufficiently given if given in the same manner as provided herein regarding holders of the Preferred Shares as a class.

SCHEDULE "B"

TO THE ARTICLES OF INCORPORATION
(the "Corporation")

Restrictions, if any, on share transfers:

The right of shareholders to transfer or dispose of their shares in the Corporation shall be subject to the following restrictions:

(a) Except where a transfer is made pursuant to the provisions of subparagraph (b) below, any transfer of shares in the Corporation shall require a resolution of the Board of Directors of the Corporation approving such transfer.

(b) Any share of a deceased shareholder may be transferred by his executors or administrators to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow or widower of such deceased shareholder or to any other beneficiary named in the Will of such deceased shareholder and any shares of the Corporation standing in the name of the trustees of the Will of any deceased shareholder may be transferred upon any change of trustees to the trustees for the time being of such Will.

SCHEDULE "C"

TO THE ARTICLES OF INCORPORATION OF

(the "Corporation")

Other provisions, if any:

(a) Subject to the provisions of the Business Corporations Act (Alberta), the directors may, between annual general meetings, appoint one or more additional directors of the Corporation to serve until the next annual general meeting, but the number of additional directors shall not at any time exceed $\frac{1}{3}$ the number of directors who held office at the expiration of the last annual meeting of the Corporation, provided that the total number of directors shall not at any time exceed the maximum hereinbefore prescribed.

(b) The number of shareholders of the Corporation shall be limited to not more than fifty (50) persons (exclusive of persons who are in the employment of the Corporation or that of an affiliate within the meaning of the Business Corporations Act (Alberta) and also exclusive of persons who, having been formerly in the Corporation's employment or that of an affiliate, were, while in that employment, shareholders of the Corporation and have continued to be shareholders of the Corporation after termination of that employment); provided that where two (2) or more persons hold one or more shares in the Corporation jointly they shall, for the purpose of this subparagraph (b), be treated as a single shareholder.

(c) No invitation shall be made to the public to subscribe for securities of the Corporation.

(d) The Corporation shall have a lien on shares registered in the name of any shareholder who is indebted to the Corporation for any amount.

This is **Exhibit "C"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

COMMITMENT LETTER**AMC&F Properties Ltd.
Summary of Terms and Conditions**

Bank of Montreal ("BMO") is pleased to advise that it has authorized the following credit facility for AMC&F Properties Ltd. on the terms and conditions outlined in this Commitment Letter. The Schedules listed below and attached form part of this Commitment Letter.

Notwithstanding any other provision of this Commitment Letter, any Advance under any Facility hereunder will be made at BMO's sole discretion. Any unutilized portion of any Facility hereunder may be cancelled by BMO at any time without prior notice.

Borrower: AMC&F Properties Ltd. (the "Borrower")
Lender: BMO Bank of Montreal (the "Bank")
Personal Guarantor(s): Jason Johansen and David Mullen (the "Guarantors")
Corporate Guarantor: Advanced Metal Concepts & Fabrication Ltd. (the "Corporate Guarantor")

A. NEW CREDIT FACILITY:**FACILITY #1:** **DEMAND LOAN NON-REVOLVING (with FIXED RATE TERM LOAN OPTION)**

Amount: \$10,000,000
Purpose: To provide financing for the purchase of a commercial property located at 402086 81st St, East, Aldersyde, Alberta.
Amortization: Maximum of 20 years
Rate of Interest: **If Floating Rate chosen:** Bank of Montreal Prime Commercial Lending Rate plus 1.45% per annum, floating, payable monthly in arrears.
 Prime Rate means the floating annual rate of interest established from time to time by the Bank as the base rate it will use to determine rates of interest on Canadian dollar loans to customers in Canada. Prime rate is presently 2.70%
Repayment: Repayable from operating cash flow over the amortization determined above in (a) equal monthly principal payments plus interest, payable monthly in arrears or (b) equal monthly blended payments
Prepayment: May be prepaid in full at any time under the Demand Loan Non-Revolving option only.

IF FIXED RATE TERM LOAN OPTION CHOSEN:

Availability: The Borrower has the option of advances being on a fixed rate basis at any time. At the borrowers option this may apply to total advances outstanding or partial advances, subject to a \$100,000 minimum. Should this option be exercised the borrower retains the option of switching back to floating rate at upon expiry of the relevant fixed rate term selected.

COMMITMENT LETTER**AMC&F Properties Ltd.
Summary of Terms and Conditions**

Term: Interest rate may be fixed for terms ranging from 1 to 5 years, not exceeding the original maturity date/amortization.

Interest Rate: The interest rate will be established at the date of draw down as the Bank's Cost of Funds plus a spread. The borrower has the option of fixing the rate up to 45 days prior to draw down subject to payment of a refundable reservation fee as outlined below. Rates are subject to change unless reserved.

For comparative purposes, interest rates are as follows:

PRICING TABLE					
5-December-2016					
Term	1 Year	2 Year	3 Year	4 Year	5 Year
Rate	3.11%	3.16%	3.21%	3.33%	3.47%

Repayment: In (a) monthly principal plus interest payments or (b) monthly blended payments of principal plus interest, as determined by the term and amortization period chosen at draw down.

Prepayment: Limited. Prepayment permitted only at the end of the selected term. In all other instances prepayments may be permitted at the sole discretion of the Bank and certain breakage costs may apply.

FACILITY #2: **DEMAND LOAN NON-REVOLVING (with FIXED RATE TERM LOAN OPTION)**

Amount: \$3,000,000

Purpose: To provide financing for the purchase of a commercial property located at 402086 81st St, East, Aldersyde, Alberta.

Amortization: Maximum of 7 years

Rate of Interest: If Floating Rate chosen: Bank of Montreal Prime Commercial Lending Rate plus 1.45% per annum, floating, payable monthly in arrears.

Prime Rate means the floating annual rate of interest established from time to time by the Bank as the base rate it will use to determine rates of interest on Canadian dollar loans to customers in Canada. Prime rate is presently 2.70%

Repayment: Repayable from operating cash flow over the amortization determined above in (a) equal monthly principal payments plus interest, payable monthly in arrears or (b) equal monthly blended payments

Prepayment: May be prepaid in full at any time under the Demand Loan Non-Revolving option only.

IF FIXED RATE TERM LOAN OPTION CHOSEN:

Availability: The Borrower has the option of advances being on a fixed rate basis at any time. At the borrowers option this may apply to total advances outstanding or partial advances, subject to a \$100,000 minimum. Should this option be exercised the borrower retains the option of switching back to floating rate at upon expiry of the relevant fixed rate term selected.

Term: Interest rate may be fixed for terms ranging from 1 to 5 years, not exceeding the original maturity date/amortization.

COMMITMENT LETTER**AMC&F Properties Ltd.
Summary of Terms and Conditions****Interest Rate:**

The interest rate will be established at the date of draw down as the Bank's Cost of Funds plus a spread. The borrower has the option of fixing the rate up to 45 days prior to draw down subject to payment of a refundable reservation fee as outlined below. Rates are subject to change unless reserved.

For comparative purposes, interest rates are as follows:

PRICING TABLE 5-December-2016					
Term	1 Year	2 Year	3 Year	4 Year	5 Year
Rate	3.11%	3.16%	3.21%	3.33%	3.47%

Repayment:

In (a) monthly principal plus interest payments or (b) monthly blended payments of principal plus interest, as determined by the term and amortization period chosen at draw down.

Prepayment:

Limited. Prepayment permitted only at the end of the selected term. In all other instances prepayments may be permitted at the sole discretion of the Bank and certain breakage costs may apply.

B. GENERAL TERMS & CONDITIONS:**Conditions Precedent:**

All security documentation is to be prepared, registered and executed in a form satisfactory to the Bank prior to any financing being made available to the Borrower.

- 1) Finalized signed Lease Agreement between AMC&F Properties Ltd. and LynCorp International Ltd.
- 2) Finalized signed Lease Agreement between AMC&F Properties and Advanced Metal Concepts & Fabrication Ltd.

Reporting:

The following reports are to be provided annually within 120 days of fiscal year end:

- 1) Notice to Reader financial statement of AMC&F Properties Ltd.
- 2) Review Engagement financial statement of Advance Metal Concepts & Fabrication Ltd.
- 3) Updated Personal Net Worth statements to be provided annually by Guarantors supported by asset confirmation and Notice of Assessment.
- 4) Confirmation of Fire Insurance renewal.

COMMITMENT LETTER**AMC&F Properties Ltd.
Summary of Terms and Conditions**

Financial Covenants: Unless stated otherwise, the following covenant shall be monitored at each fiscal year end in accordance with the combined financial reporting requirements of Advanced Metal Concepts & Fabrication Ltd and AMC&F Properties Ltd.

- 1) The Borrower shall maintain a Debt Service Coverage Ratio ("DSCR") as follows.

Not less than 1.25 to 1 at all times

Debt Service Coverage Ratio is defined as Funds Available to Service Debt divided by Debt Payments:

Funds Available to Service Debt is net income / (loss) after taxes plus interest, depreciation, amortization, and any discretionary expenses as determined by BMO less extraordinary items as determined by BMO;

Debt Payments includes the aggregate annual payment of (1) all interest expense, (2) principal payments due on all interest or non-interest bearing debt, and (3) all capital leases or other financing obligations, and (4) all dividends &/or redemption/retraction of outstanding shares of the Borrower;

Security To Be Provided:

- 1) General Security Agreement registered as a floating charge in first position on AMC&F Properties Ltd. under the P.P.S.A. registry on all present and after acquired assets of the borrower.
- 2) Collateral Mortgage registered in the 1st position in the amount of \$13,000,000 over the property located at 402086 81st St, East, Aldersyde, Alberta. Standard BMO mortgage document includes re-advance clause, due on sale clause, Receiver/Receiver Manager clause. Satisfactory Solicitor's Letter of Opinion to be obtained. Funds can be advanced upon evidence of satisfactory title insurance. If title insurance obtained, survey certificates not required.
- 3) Assignment of Fire Insurance including standard mortgage clause showing Bank of Montreal as first loss payable property held as security.
- 4) Completion and Execution of Bank Form 1086 Environmental Review and Checklist on property held as security.
- 5) Promissory Notes and/or Fixed Rate Term Loan Agreements, as necessary.
- 6) Limited Joint and Several Personal Guarantee signed by Jason Johansen and David Mullen in the amount of \$6,500,000.
- 7) Corporate Guarantee from Advanced Metal Concepts & Fabrication Ltd. in support of AMC&F Properties Ltd. supported by first position GSA.
- 8) Accepted Commitment Letter signed by Borrower and Guarantors.
- 9) Acceptance/Waiver of Creditor Life Insurance.

COMMITMENT LETTER**AMC&F Properties Ltd.
Summary of Terms and Conditions**

- 10) Such additional security instruments, assurances and supporting documents (including legal opinion of the Borrower's solicitor) as the Bank may deem necessary or advisable for the purpose of obtaining and perfecting the foregoing security.

Annual Review:

The credit facilities are subject to periodic and at least annual review. A credit renewal fee of \$5,000 will be charged annually in concurrence with the review.

Loan Arrangement Fee:

A fee of in the amount of \$15,000 representing the non-refundable application fee is required when discussion paper is accepted. (Received) A further fee of \$30,000 representing the commitment fee is due upon acceptance of this commitment letter. The commitment fee is consideration to the Bank for the issuing of the final Agreement. On acceptance of said Agreement by the Borrower, the entire fee shall be deemed to have been fully earned and shall not be refundable under any circumstances.

**Legal Fees &
Related Costs:**

The Borrower will be responsible, in addition to those fees outlined above, for the following:

- 1) All legal costs including those of the Bank's solicitor, accounting and other professional fees, registry searches and registration fees for searching, preparing, execution and registration of all loan and security documentation.
- 2) All reasonable out of pocket expenses incurred by the Bank in connection with the establishment, administration and enforcement of the facility and the obtaining of applicable security.

C. BANKING SERVICES:**Deposit Accounts:**

The Borrower shall maintain in active use its banking accounts with Bank of Montreal. All deposit accounts will be subject to standard service charges.

Cash Management:

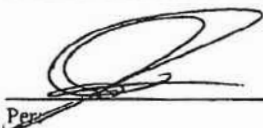
Various cash management banking services are available to enhance convenience, reduce operating costs, and earn interest on surplus funds. We would be pleased to outline these options for you at your convenience.

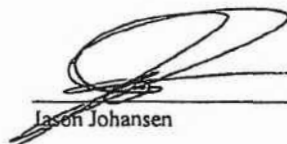
COMMITMENT LETTER

AMC&F Properties Ltd.
Summary of Terms and Conditions

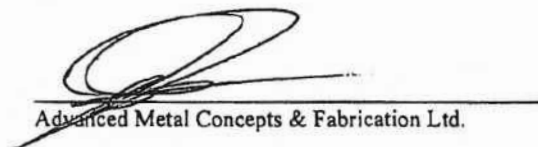
D. ACCEPTANCE:

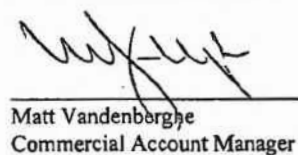
Accepted this 13 day of December, 2016.

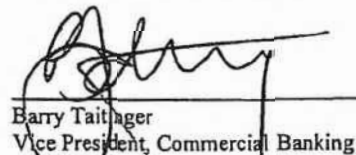
AMC&F PROPERTIES LTD.

Per:**Personal Guarantor(s):**

Jason Johansen

David Mullen**Corporate Guarantor:**

Advanced Metal Concepts & Fabrication Ltd.**BANK OF MONTREAL**

Matt Vandenberghe
Commercial Account Manager

Barry Taitager
Vice President, Commercial Banking

AMC&F Properties Ltd.
Summary of Terms and Conditions

COMMITMENT LETTER

SCHEDULE A

DEFINITIONS

Advance:	Each use of the Facilities is an "Advance" and all such usages outstanding at any time are "Advances".
Advances:	Borrowing by the Borrower and any reference relating to the amount of Advances shall mean the sum of the principal amount of all outstanding Advances
Bankers' Acceptances	An instrument denominated in Canadian dollars, drawn by the Borrower and accepted by BMO in accordance with this Commitment Letter, and includes a "depository note" within the meaning of the Depository Bills and Notes Act (Canada) and a bill of exchange within the meaning of the Bills of Exchange Act (Canada). A stamping fee will be charged by BMO on each Advance evidenced by a Bankers' Acceptance.
Business Day:	Any day that is not a Saturday, Sunday or other day on which BMO is authorized or required by applicable law in Calgary, AB to remain closed.
Capitalization:	Senior Funded Debt plus shareholder's equity.
Card Services Interest Rate:	Per Corporate MasterCard Agreement
Deferred Taxes:	An account on a company's balance sheet that is a result of temporary differences between the company's accounting and tax carrying values, the anticipated and enacted income tax rate, and estimated taxes payable for the current year. This liability may or may not be realized during any given year, which makes the deferred status appropriate.
Generally Accepted Accounting Principles (GAAP):	Except as otherwise expressly provided herein, all terms of accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time. All calculations of the components of financial information for the purposes of determining compliance with the financial ratios and financial covenants contained herein shall be made on a basis consistent with GAAP in existence as at the date of the Commitment Letter and used in preparation of the consolidated financial statements of the Borrower [and Guarantor(s)]. Upon adoption by the Borrower [and Guarantor(s)] of International Financial Reporting Standards (IFRS), or in event of a change in GAAP, the Borrower and [and Guarantor(s)] BMO shall negotiate in good faith to revise (if appropriate) such ratios and covenants to give effect to the intention of the parties under this Commitment Letter, and any new ratio or covenant shall be subject to the approval of BMO. In the event that such a negotiation is unsuccessful, all calculations thereafter made for the purpose of determining compliance with the financial ratios and financial covenants contained herein shall be made on a basis consistent with GAAP in existence as at the date of the Commitment Letter.
Government of Canada Bond Rate	Benchmark bond yields published by the Bank of Canada based on mid-market closing yields of selected Government of Canada bond issues that mature approximately in the indicated terms.
LIBOR Rate	With respect to any 30, 60, 90, 180 or 360-day period, the annual rate of interest at which BMO, in accordance with its normal practice, would be prepared to offer deposits of U.S. dollars to leading banks in the London Interbank Market for delivery on the first day of the applicable period, with a maturity comparable to the applicable period, at approximately 11:00 a.m., (London, England time) two Business Days prior to the commencement of such period, where for the purpose of this definition "Business Days" do not include days which are not regular business days in London or in New York.

COMMITMENT LETTER**AMC&F Properties Ltd.
Summary of Terms and Conditions**

Mortgaged Property	Means the real property described in the Mortgage, all appurtenances thereto and all estates and interests therein, and includes all buildings, plant, machinery, crops, erections and improvements, fixed or otherwise, present or future, built, grown, placed or put thereon including all fences, heating equipment, plumbing equipment, antennae, radiators, mirrors, air-conditioning equipment, ventilating equipment, fire alarm and protective systems, lighting and lighting fixtures, hay racks, barn fixtures, milking machine equipment, water tanks, pumps and windmills, water bowls and pipes, feed boxes, litter carriers and tracks, mobile homes affixed to the real property, furnaces, boilers, oil burners, stokers, water heating equipment, cooking and refrigeration equipment, window blinds, floor coverings, storm windows, storm doors, window screens, door screens, shutters and awnings, all apparatus and equipment appurtenant thereto, and all other fixtures and accessions of any kind or nature.
Mortgage Rate:	Per annum interest rate determined and accrued daily and compounded semi-annually, not in advance, on the outstanding balance of the loan.
Net Operating Income:	For any fiscal year of the Borrower means the gross annual revenue actually received by the Borrower during such fiscal year from tenants pursuant to Leases, less the Borrower's operating expenses and management fees actually paid, and structural reserves, market vacancy allowance and bad debt allowance taken or allowed for, in each case related to the Mortgaged Property during such fiscal year, each in an amount satisfactory to BMO based on reasonable industry standards but with no deduction for depreciation, amortization or interest expense.
Off Balance Sheet (OBS)	An asset or debt or financing activity not on the company's balance sheet
Prime Rate:	On any day, the annual rate of interest established by BMO and in effect on such day as the reference rate used to determine the rate of interest charged on Canadian dollar loans to commercial customers in Canada, and designated by BMO as its "Prime Rate".
Tangible Net Worth:	The book value of the shareholder's equity in the corporation plus loans made by the shareholders to the corporation that are assigned, postponed and subordinated in favour of BMO, less any goodwill, amounts due from officers and non-arm's-length entities, long term investments, leasehold improvements, future income tax, patents, or other such assets as are properly classified as "intangible", all as determined by BMO.
US Base Rate	On any day, the floating annual rate of interest established by BMO and in effect on such day as the reference rate used to determine the rate of interest charged on U.S. dollar loans to commercial customers in Canada, and designated by BMO as its "US Base Rate".

AMC&F Properties Ltd.
Summary of Terms and Conditions

COMMITMENT LETTER

SCHEDULE B

GENERAL TERMS AND CONDITIONS

Assignment:	This Commitment Letter shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns. The Borrower shall not assign any of its rights or obligations hereunder without the prior written consent of BMO. BMO may assign all or part of its rights or obligations under this Commitment Letter or in respect of any Facility or any Security to any person.
Confidentiality:	The Borrower and each Guarantor agrees that, without the prior written consent of BMO, it shall not provide this Commitment Letter to, nor discuss the terms and structure of this offering with, any party other than its employees, lawyers and financial advisors (but not commercial lenders). The Borrower and each Guarantor consents to the release of information provided to BMO in connection with this Commitment Letter and the Facilities to BMO Financial Group business groups, affiliates and subsidiaries for the purpose of assisting BMO in supporting the Borrower with its strategic plans.
Conflicts:	All terms and conditions of BMO's usual and customary security documents and supporting documents shall be deemed to be incorporated in and form part of this commitment. In the event of any conflict or inconsistency between this Commitment Letter and the terms of any security or supporting document given in connection with this Commitment Letter, any Facility or the Security, the terms of the security or supporting documents shall prevail.
Entire Agreement; Waivers; Severability; Amendments:	This Commitment Letter supersedes and replaces all prior discussions, and letters and agreements (if any) describing the terms and conditions of the facilities contained in this Commitment Letter. This Commitment Letter does not, however, serve to operate as a novation. To the extent necessary, BMO reserves all of its rights in respect of any security that has previously been granted to secure the obligations with respect to the Facilities. The failure of BMO to require performance by the Borrower or any Guarantor of any provision of this Commitment Letter shall in no way affect the right thereafter to enforce such provision; nor shall the waiver by BMO of any breach of any covenant, condition or proviso of this Commitment Letter be taken or held to be a waiver of any further breach of the same covenant, condition or proviso. If any provision of this Commitment Letter is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and the remainder of this Commitment Letter shall continue in full force and effect. No change or modification of this Commitment Letter is binding upon the parties unless it is in writing and signed by all parties.
Evidence of Debt:	The Borrower acknowledges that the actual recording of the amount of any advance or repayment under the Facilities, and interest, fees and other amounts due in connection with the Facilities, in the accounts of the Borrower maintained by BMO, shall constitute prima facie evidence of the Borrower's indebtedness and liability from time to time under this Commitment Letter; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with this Commitment Letter shall not be affected by the failure of BMO to make such recording.
Expenses:	All costs and expenses incurred by BMO in establishing, documenting and operating the Facilities (including, but not limited to, legal, appraisal and consulting fees and costs) and in connection with the enforcement of the loan documentation are for the account of the Borrower and the Borrower agrees to pay the same in full whether or not this transaction is completed as contemplated herein.
Holdbacks:	In the event the Borrower fails to satisfy any condition hereunder which is required to be met prior to receiving any Advance under a Facility, BMO may, at its option and in its sole discretion, provide such Advance to the Borrower subject to a holdback of funds to address

COMMITMENT LETTER**AMC&F Properties Ltd.
Summary of Terms and Conditions**

	such failure.
Increased Costs, Taxes, Risks, etc.	The Borrower will reimburse any costs BMO incurs in performing its obligations under the Facilities resulting from any change in law, including any reserve or special deposit requirement or any tax or capital requirement or any change in the compliance of BMO therewith, that has the effect of increasing the cost of funding to BMO or reducing the effective return on its capital. All loan repayments shall be made free and clear of any present and future taxes, withholdings or any other deductions. Upon the occurrence of any event which is deemed, in BMO's sole discretion, to increase risk to BMO in respect of any Facility, BMO may review the pricing of any Facility.
Indemnification	The Borrower and each Guarantor jointly and severally agree to indemnify BMO from and against any and all losses, claims, damages and liabilities arising from activities under or contemplated under this Commitment Letter, any Facility or the Security other than those arising solely as a result of BMO's gross negligence or wilful misconduct.
Joint and Several:	Where more than one person is liable as Borrower or Guarantor for any obligation under or in connection with this Commitment Letter, then the liability of each such person for such obligation is joint and several with each other such person.
Language:	It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.
Review:	BMO retains the right to review the Facilities at any time and at least annually.

AMC&F Properties Ltd.
Summary of Terms and Conditions

COMMITMENT LETTER

SCHEDULE C

CONDITIONS PRECEDENT TO ADVANCES

- Signed Commitment Letter
- Evidence of corporate (or other) status and authority
- Completion and registration (as applicable) of all Security (defined herein) and other supporting documents
- Completion of all facility documentation and account agreements and authorities, as applicable
- Compliance with all representations and warranties contained herein
- Compliance with all covenants (financial and non-financial) contained herein
- No Event of Default (defined herein) shall have occurred and be continuing
- Compliance with all laws (including environmental)
- Payment of all fees and expenses
- Receipt of all necessary material governmental, regulatory and other third party approvals (including environmental approvals and certificates)
- Satisfactory due diligence (including, without limitation, anti-money laundering, proceeds of crime and "know your customer" requirements and procedures, environmental and insurance due diligence)
- Nothing shall have occurred since the date of the latest financial statements provided to BMO (Dated: Feb 29 2016) or after the date of this Commitment Letter which would have a material adverse effect upon the business, operations or properties of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its obligations to BMO
- Repayment of all existing indebtedness (excluding permitted indebtedness)
- Satisfactory review by BMO (or, at BMO's option and the Borrower's expense, an insurance consultant) of insurance policies issued to the Borrower(s) and/or the Guarantor(s) and compliance with any changes required to satisfy BMO's insurance requirements
- Disclosure of all material contingent obligations
- Confirmation that no shares of the Borrower held by the principal shareholders have been pledged as security for any financial or other indebtedness
- Corporate taxes of the Borrower [and personal taxes of the principal shareholder] are to be confirmed current and up-to-date
- Satisfactory evidence that all other taxes payable by the Borrower [and Guarantor] (including, without limitation, GST, HST, sales tax, and withholdings) have been paid to date
- All Canadian bank accounts of the Borrower [and corporate Guarantors] are to be maintained with BMO

Any other document or action which BMO may reasonably require

COMMITMENT LETTER**AMC&F Properties Ltd.
Summary of Terms and Conditions****SCHEDULE D****COVENANTS**

- Payment of all indebtedness due in connection with this Commitment Letter or any Facility
- Maintenance of corporate existence and status
- Payment of all taxes (including, without limitation, corporate, GST, HST, sales tax and withholdings)
- Compliance with all laws, regulations and applicable permits or approvals (including health, safety and employment standards, labour codes and environmental laws)
- Compliance with all material agreements
- Maintenance of property and assets in good working condition
- Use of proceeds to be consistent with the approved purpose
- Notices of default, material litigation, and regulatory proceedings to be provided to BMO on a timely basis
- Access by BMO to books and records; BMO to have right to inspect property to which its security applies
- No assumption of additional indebtedness or guarantee obligations by Borrower without prior written consent of BMO
- No liens or encumbrances on any assets except with the prior written consent of BMO
- No change of control or ownership of the Borrower or any Guarantor without the prior written consent of BMO
- No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO
- No material judgments or material legal action initiated against the Borrower and/or any Guarantor(s)
- No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval
- No financial assistance, investments, employee loans or affiliate transactions, except for those held at the date of this Commitment Letter and in amounts approved by BMO, and subject to ongoing compliance with the other covenants contained in this Commitment Letter
- No sale and leaseback transactions
- Borrower will not, without BMO's prior written consent, request or accept any prepayments of rent pursuant to any lease in connection with the Mortgaged Property except for the last month's rent
- Borrower will not charge any rent to any tenant of any part of the Mortgaged Property in excess of the amount of rent then permitted by applicable law

AMC&F Properties Ltd.
Summary of Terms and Conditions

COMMITMENT LETTER

SCHEDULE E
REPRESENTATIONS AND WARRANTIES

- It has the corporate status, power and authority to enter into this Commitment Letter and any agreement executed in connection with a Facility or any Security to which it is a party, and to perform its obligations hereunder and thereunder
- It is in compliance with all applicable laws (including environmental laws) and its existing agreements
- Except as otherwise disclosed to BMO in writing, no consent or approval of, registration or filing with, or any other action by, any governmental authority is required in connection with the execution, delivery and performance by it of this Commitment Letter and any agreement executed in connection with a Facility or any Security to which it is a party
- All factual information that has been provided to BMO for purposes of or in connection with this Commitment Letter or any transaction contemplated herein is true and complete in all material respects on the date as of which such information is dated or certified
- Since December 31 2014, no event, development or circumstance has occurred that has had or could reasonably be expected to have a material adverse effect on the business, assets, operations or condition, financial or otherwise, of the Borrower or any Guarantor
- There is no material litigation pending against it or, to its knowledge, threatened against or affecting it
- It has timely filed or caused to be filed all required tax returns and reports and has paid or caused to be paid all required taxes
- It has good and marketable title to its properties and assets
- It has complied with all obligations in connection with any pension plan which it has sponsored, administered or contributed to, or is required to contribute to including, without limitation, registration in accordance with applicable laws, timely payment of all required contributions or premiums, and performance of all fiduciary and administration obligations
- It has ownership of and/or sufficient rights in any material intellectual property
- It maintains insurance policies and coverage that provides sufficient insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by persons in the same or a similar business
- It is not in default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a default under any loan, credit or security agreement, or under any material instrument or agreement, to which it is a party

COMMITMENT LETTER**AMC&F Properties Ltd.
Summary of Terms and Conditions**

SCHEDULE F**EVENTS OF DEFAULT**

- Failure to pay any interest, principal, fees or other amounts due in connection with this Commitment Letter or any of the Facilities
- Breach by the Borrower or any Guarantor of any covenant or agreement under or in connection with this Commitment Letter or any of the Facilities
- The occurrence of an event of default under any document executed in connection with a Facility or any of the Security
- Inaccurate or false representations or warranties made by the Borrower or any Guarantor under or in connection with this Commitment Letter
- The Commitment Letter or any document executed in connection therewith or in connection with a Facility or the Security is repudiated by the Borrower or any Guarantor or is no longer in force and effect
- The Borrower or any Guarantor (i) becomes insolvent, (ii) is unable generally to pay its debts as they become due, (iii) makes a proposal in bankruptcy or files a notice of intention to make such a proposal, (iv) makes an assignment in bankruptcy, (v) brings a court action to have itself declared insolvent or bankrupt, or another person brings an action for such a declaration, or (vi) defaults under any payment obligation to another creditor or breaches any agreement with another creditor in respect of a payment obligation
- A material adverse change occurs in the financial condition, business, property or prospects of the Borrower or any Guarantor, as determined by BMO
- Change of ownership or control occurs without BMO's prior consent
- A judgment is made against the Borrower or any Guarantor in excess of \$0.01 by any court of competent jurisdiction and such judgment is not either (i) actively and diligently appealed and execution thereof stayed, or (ii) paid or otherwise satisfied, in each case within 30 days of the rendering of such judgment

This is **Exhibit "D"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

Execution Version

FIRST AMENDING AGREEMENT

THIS AGREEMENT is made as of May 23, 2019

BETWEEN:

AMC&F PROPERTIES LTD., a corporation subsisting under the laws of the Province of Alberta (hereinafter referred to as the "Borrower"),

OF THE FIRST PART,

- and -

ADVANCED METAL CONCEPTS AND FABRICATION LTD., LYNCORP MANUFACTURING LTD. and DAVID MULLEN (collectively, the "Guarantors")

OF THE SECOND PART

- and -

BANK OF MONTREAL (hereinafter referred to as the "Lender"),

OF THE THIRD PART,

WHEREAS the parties hereto have agreed to amend and supplement certain provisions of the Credit Agreement as hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

1 Interpretation**1.1 In this Agreement and the recitals hereto:**

"Agreement" means this agreement, as amended, modified, supplemented or restated from time to time,

"Credit Agreement" means the credit agreement accepted December 13, 2016, between the Borrower, the Lender and the Guarantors (excluding Lyncorp Manufacturing Ltd.), as amended, modified and supplemented to the date hereof.

1.2 Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Credit Agreement.

1.3 The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, references herein to "Sections" are to Sections

Execution Version

of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreements supplemental hereto.

1.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

2 Amendments and Supplements

2.1 Security To Be Provided.

(a) The existing list of Security To Be Provided on pages 4 and 5 of the Credit Agreement are to be supplemented with the following additional documents (the "Additional Security"):

- 11) Limited Corporate Guarantee from Lyncorp Manufacturing Ltd. in favour of the Lender for all amounts owing by the Borrower to the Lender pursuant to the Credit Agreement or otherwise in the amount of \$11,300,000.
- 12) General Security Agreement from Lyncorp Manufacturing Ltd. in favour of the Lender providing the Lender with a first-ranking security interest over all present and after-acquired personal and real property of Lyncorp Manufacturing Ltd.

3 Representations and Warranties

The Borrower and Guarantors hereby represent and warrant as follows to the Lender and acknowledge and confirm that the Lender is relying upon such representations and warranties:

(a) Existence and Good Standing

The Borrower and the corporate Guarantors are corporations validly existing and in good standing under the laws of their jurisdiction of incorporation and have all necessary power and authority to own their properties and carry on their businesses as presently carried on.

(b) Authority

The Borrower and the corporate Guarantors have full power, legal right and authority to enter into this Agreement.

(c) Valid Authorization and Execution

The Borrower and the corporate Guarantors have taken or caused to be taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement.

Execution Version

(d) ***Non Conflict***

None of the authorization, execution or delivery of this Agreement or performance of any obligation pursuant thereto requires or will require, pursuant to applicable law now in effect, any approval or consent of any Governmental Authority having jurisdiction (except such as has already been obtained and are in full force and effect) nor is in conflict with or contravention of (i) the Borrower's and the corporate Guarantors' respective articles, by laws or other constating documents or (ii) the provisions of any other material indenture, instrument, undertaking or other agreement to which the Borrower and the corporate Guarantors or any of their respective subsidiaries is a party or by which they or their properties or assets are bound.

(e) ***Enforceability***

This Agreement when executed and delivered will constitute a valid and legally binding obligation of the Borrower enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are only available in the discretion of the court.

(f) ***Credit Agreement Representations and Warranties***

Each of the representations and warranties of the Borrower set forth in Schedule E to the Credit Agreement are true and accurate in all material respects as of the date hereof other than those representations and warranties expressed to be made as of any specific date.

(g) ***No Event of Default***

Except with respect to the Borrower's Financial Covenant on Page 4 of the Credit Agreement, no Event of Default has occurred or is continuing under the Credit Agreement.

The representations and warranties set out in this Agreement shall survive the execution and delivery of this Agreement. Such representations and warranties shall survive until the Credit Agreement, as amended, has been terminated.

4 Conditions Precedent

The amendments and supplements to the Credit Agreement contained herein shall be effective upon, and shall be subject to, the satisfaction of the following conditions precedent:

- (h) the Borrower and Guarantors shall have delivered to the Lender an executed copy of this Agreement;
- (i) the Additional Security shall have been provided to the Lender;

Execution Version

- (j) the Borrower shall obtain an updated appraisal from an Accredited Appraiser Canadian Institute (AACI) professional on the property located at 402086 81 Street East, Aldersyde, Alberta, and the Borrower shall provided the Lender with a copy of the appraisal by no later than May 31, 2019; and
- (k) except as disclosed herein, no Event of Default shall have occurred and be continuing under the Credit Agreement.

The foregoing conditions precedent are inserted for the sole benefit of the Lender and may be waived in writing by the Lender, in whole or in part (with or without terms and conditions).

5 Advanced Metal Indebtedness

Upon repayment of all amounts owing by Advanced Metal Concepts and Fabrication Ltd. to the Lender (the "**Advanced Metal Loan**") pursuant to an amended and restated letter of agreement dated June 6, 2018, between Advanced Metal Concepts and Fabrication Ltd., as borrower, the Borrower, as guarantor, and the Lender, as lender, the limited guarantee dated February 7, 2019, provided by David Mullen in favour of the Lender in the amount of \$500,000 in relation to the Advanced Metal Loan, shall be terminated and deemed no longer in force or effect. For certainty, the termination of such guarantee has no impact on the limited guarantee provided by the Guarantors Jason Johansen and David Mullen in favour of the Lender in the amount of \$6,500,000 in relation to the Credit Agreement;

6 Confirmation of Credit Agreement and other Documents

The Credit Agreement and all covenants, terms and provisions thereof, except as expressly amended and supplemented by this Agreement, shall be and continue to be in full force and effect. The Credit Agreement, as amended hereby, and all other security and loan documents referenced in the Credit Agreement to which the Borrower and the Guarantors are a party in relation to the Credit Agreement, are hereby ratified and confirmed and shall from and after the date hereof continue in full force and effect.

7 Further Assurances

The parties hereto shall from time to time do all such further acts and things and execute and deliver all such documents as are required in order to effect the full intent of and fully perform and carry out the terms of this Agreement.

8 Enurement

This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

9 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one

Execution Version

and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Such executed counterparts may be delivered by facsimile or other electronic transmission and, when so delivered, shall constitute a binding agreement of the parties hereto.

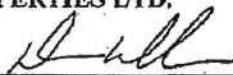
[Remainder of Page Intentionally Left Blank]

Execution Version

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

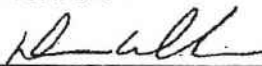
BORROWER:

AMC&F PROPERTIES LTD.

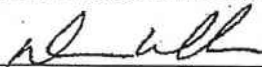
By: 

GUARANTORS:

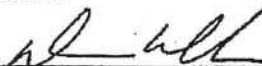
**ADVANCED METAL CONCEPTS AND
FABRICATION LTD.**

By: 

LYNCORP MANUFACTURING LTD.

By: 

DAVID MULLEN



Execution Version

LENDER:

BANK OF MONTREAL

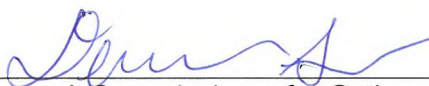
By: _____

Name: _____

Title: _____

DÉYON BAKER
ACCOUNT MANAGER, SPECIAL ACCOUNTS
BANK OF MONTREAL

This is **Exhibit "E"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

Execution Version

SECOND AMENDING AGREEMENT

THIS AGREEMENT is made as of April 9, 2020

BETWEEN:

AMC&F PROPERTIES LTD., a corporation subsisting under the laws of the Province of Alberta (hereinafter referred to as the "Borrower"),

OF THE FIRST PART,

- and -

ADVANCED METAL CONCEPTS AND FABRICATION LTD., LYNCORP MANUFACTURING LTD. and DAVID MULLEN (collectively, the "Guarantors")

OF THE SECOND PART

- and -

BANK OF MONTREAL (hereinafter referred to as the "Lender"),

OF THE THIRD PART,

WHEREAS the parties hereto have agreed to amend and supplement certain provisions of the Credit Agreement as hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

1 Interpretation

1.1 In this Agreement and the recitals hereto:

"Agreement" means this agreement, as amended, modified, supplemented or restated from time to time.

"Credit Agreement" means the credit agreement accepted December 13, 2016, between the Borrower, the Lender and the Guarantors (excluding Lyncorp Manufacturing Ltd.), as amended by a first amending agreement made as of May 23, 2019, and as may be further amended, modified and supplemented to the date hereof.

"Corporate Guarantors" means Advanced Metal Concepts and Fabrication Ltd. and Lyncorp Manufacturing Ltd.

1.2 Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Credit Agreement.

1.3 The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, references herein to "Sections" are to Sections of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreements supplemental hereto.

1.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

2 Amendments and Supplements

2.1 Facility #1.

- (a) The tenth sub-paragraph under the heading "**FACILITY #1**" on page 2 of the Credit Agreement, titled "**Repayment:**", is hereby deleted in its entirety and replaced with the following:

"**Repayment:** Repayable from operating cash flow over the amortization determined above in accordance with the following:

- (a) For the months of February, 2020 to May 2020, inclusive, interest payments only, payable monthly in arrears; and
- (b) from June, 2020 onwards, equal monthly blended payments of \$58,699.50."

- (b) The eleventh sub-paragraph under the heading "**FACILITY #1**" on page 2 of the Credit Agreement, titled "**Prepayment:**", is hereby deleted in its entirety and replaced with the following:

"**Prepayment:** Limited. Prepayment permitted only for up to 4 months of principal payments. In all other instances prepayments may be permitted at the sole discretion of the Bank and certain breakage costs may apply."

2.2 Facility #2.

- (a) The tenth sub-paragraph under the heading "**FACILITY #2**" on page 3 of the Credit Agreement titled "**Repayment:**" is hereby deleted in its entirety and replaced with the following:

"**Repayment:** Repayable from operating cash flow over the amortization determined above in accordance with the following:

- (a) For the months of February, 2020 to May 2020, inclusive, interest payments only, payable monthly in arrears; and

(b) from June, 2020 onwards, equal monthly blended payments of \$43,776.79."

- (b) The eleventh sub-paragraph under the heading "**FACILITY #1**" on page 3 of the Credit Agreement, titled "Prepayment", is hereby deleted in its entirety and replaced with the following:

"Prepayment: Limited. Prepayment permitted only for up to 4 months of principal payments. In all other instances prepayments may be permitted at the sole discretion of the Bank and certain breakage costs may apply."

2.3 *Reporting Covenants.*

- (a) The existing list of Reporting requirements on page 3 of the Credit Agreement is to be supplemented by adding the following new paragraph, immediately following the existing sub-paragraph ending in "4) Confirmation of Fire Insurance renewal."

"The following written reports are to be provided quarterly, due the 15th day of March, June, September and December of each calendar year, in a form satisfactory to the Bank, in its sole discretion:

- 1) Year-to-date internal financial statements from each of the Corporate Guarantors.
- 2) Aged accounts receivable and accounts payable from each of the Corporate Guarantors.
- 3) Updated Canada Revenue Agency statements for GST and source payroll deductions from each of the Corporate Guarantors.
- 4) Cash flow statements for the preceding 13 calendar weeks, and cash flow statements for the succeeding 13 calendar weeks, from Lyncorp Manufacturing Ltd.
- 5) Management commentary with respect to: (i) the efforts of the Borrower and the Guarantors to sell the commercial property located at 402086 81st St, East, Aldersyde, Alberta, and (ii) the progress of sales to projections, any updated work-in-progress or sales pipeline, or any other commercially relevant matters.

3 Representations and Warranties

The Borrower and Guarantors hereby represent and warrant as follows to the Lender and acknowledge and confirm that the Lender is relying upon such representations and warranties:

(a) ***Existence and Good Standing***

The Borrower and the corporate Guarantors are corporations validly existing and in good standing under the laws of their jurisdiction of incorporation and have all necessary power and authority to own their properties and carry on their businesses as presently carried on.

(b) ***Authority***

The Borrower and the corporate Guarantors have full power, legal right and authority to enter into this Agreement.

(c) ***Valid Authorization and Execution***

The Borrower and the corporate Guarantors have taken or caused to be taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement.

(d) ***Non Conflict***

None of the authorization, execution or delivery of this Agreement or performance of any obligation pursuant thereto requires or will require, pursuant to applicable law now in effect, any approval or consent of any Governmental Authority having jurisdiction (except such as has already been obtained and are in full force and effect) nor is in conflict with or contravention of (i) the Borrower's and the Corporate Guarantors' respective articles, by laws or other constating documents or (ii) the provisions of any other material indenture, instrument, undertaking or other agreement to which the Borrower and the Corporate Guarantors or any of their respective subsidiaries is a party or by which they or their properties or assets are bound.

(e) ***Enforceability***

This Agreement when executed and delivered will constitute a valid and legally binding obligation of the Borrower enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are only available in the discretion of the court.

(f) ***Credit Agreement Representations and Warranties***

Each of the representations and warranties of the Borrower set forth in Schedule E to the Credit Agreement are true and accurate in all material respects as of the date hereof other than those representations and warranties expressed to be made as of any specific date.

(g) ***No Event of Default***

No Event of Default has occurred and is continuing under the Credit Agreement.

The representations and warranties set out in this Agreement shall survive the execution and delivery of this Agreement. Such representations and warranties shall survive until the Credit Agreement, as amended, has been terminated.

4 Conditions Precedent

The amendments and supplements to the Credit Agreement contained herein shall be effective upon, and shall be subject to, the satisfaction of the following conditions precedent:

- (a) the Borrower and Guarantors shall have delivered to the Lender an executed copy of this Agreement; and
- (b) no Event of Default shall have occurred and be continuing under the Credit Agreement.

The foregoing conditions precedent are inserted for the sole benefit of the Lender and may be waived in writing by the Lender, in whole or in part (with or without terms and conditions).

6 Confirmation of Credit Agreement and other Documents

The Credit Agreement and all covenants, terms and provisions thereof, except as expressly amended and supplemented by this Agreement, shall be and continue to be in full force and effect. The Credit Agreement, as amended hereby, and all other security and loan documents referenced in the Credit Agreement to which the Borrower and the Guarantors are a party in relation to the Credit Agreement, are hereby ratified and confirmed and shall from and after the date hereof continue in full force and effect.

7 Further Assurances

The parties hereto shall from time to time do all such further acts and things and execute and deliver all such documents as are required in order to effect the full intent of and fully perform and carry out the terms of this Agreement.

8 Enurement

This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

9 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Such executed counterparts may be delivered by facsimile or other electronic transmission and, when so delivered, shall constitute a binding agreement of the parties hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

BORROWER:

AMC&F PROPERTIES LTD.

By: _____

GUARANTORS:

**ADVANCED METAL CONCEPTS AND
FABRICATION LTD.**

By: _____

LYNCORP MANUFACTURING LTD.

By: _____

DAVID MULLEN

LENDER:**BANK OF MONTREAL**By: 

Name:

Trevor Bauer

Title:

Account Manager, SAMU

This is **Exhibit "F"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

Execution Version

THIRD AMENDING AGREEMENT

THIS AGREEMENT is made as of December 6, 2021

BETWEEN:

AMC&F PROPERTIES LTD., a corporation subsisting under the laws of the Province of Alberta (hereinafter referred to as the "**Borrower**"),

OF THE FIRST PART,

- and -

ADVANCED METAL CONCEPTS AND FABRICATION LTD., LYNCORP MANUFACTURING LTD. and DAVID MULLEN (collectively, the "**Guarantors**")

OF THE SECOND PART

- and -

BANK OF MONTREAL (hereinafter referred to as the "**Lender**"),

OF THE THIRD PART,

WHEREAS the parties hereto have agreed to amend and supplement certain provisions of the Credit Agreement as hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

1 Interpretation

1.1 In this Agreement and the recitals hereto:

"**Agreement**" means this agreement, as amended, modified, supplemented or restated from time to time.

"**Credit Agreement**" means the credit agreement accepted December 13, 2016, between the Borrower, the Lender and the Guarantors (excluding Lyncorp Manufacturing Ltd.), as amended by a first amending agreement made as of May 23, 2019, by a second amending agreement made as of April 9, 2020 and as may be further amended, modified and supplemented to the date hereof.

"**Corporate Guarantors**" means Advanced Metal Concepts and Fabrication Ltd. and Lyncorp Manufacturing Ltd.

1.2 Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Credit Agreement.

1.3 The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, references herein to "Sections" are to Sections of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreements supplemental hereto.

1.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

2 Amendments and Supplements

2.1 Facility #1.

- (a) The fourth sub-paragraph under the heading "**FACILITY #1**" on page 1 of the Credit Agreement, titled "Rate of Interest", is hereby deleted in its entirety and replaced with the following:

"Rate of Interest: Bank of Montreal Prime Rate plus 3.00% per annum, floating, payable monthly in arrears.

Prime Rate means the floating annual rate of interest established from time to time by the Bank as the base rate it will use to determine rates of interest on Canadian dollar loans to customers in Canada. Prime Rate is presently 2.45%."

2.2 Facility #2.

- (a) The fourth sub-paragraph under the heading "**FACILITY #2**" on page 2 of the Credit Agreement, titled "Rate of Interest", is hereby deleted in its entirety and replaced with the following:

"Rate of Interest: Bank of Montreal Prime Rate plus 3.00% per annum, floating, payable monthly in arrears.

Prime Rate means the floating annual rate of interest established from time to time by the Bank as the base rate it will use to determine rates of interest on Canadian dollar loans to customers in Canada. Prime Rate is presently 2.45%."

3 Representations and Warranties

The Borrower and Guarantors hereby represent and warrant as follows to the Lender and acknowledge and confirm that the Lender is relying upon such representations and warranties:

(a) ***Existence and Good Standing***

The Borrower and the corporate Guarantors are corporations validly existing and in good standing under the laws of their jurisdiction of incorporation and have all necessary power and authority to own their properties and carry on their businesses as presently carried on.

(b) ***Authority***

The Borrower and the corporate Guarantors have full power, legal right and authority to enter into this Agreement.

(c) ***Valid Authorization and Execution***

The Borrower and the corporate Guarantors have taken or caused to be taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement.

(d) ***Non Conflict***

None of the authorization, execution or delivery of this Agreement or performance of any obligation pursuant thereto requires or will require, pursuant to applicable law now in effect, any approval or consent of any Governmental Authority having jurisdiction (except such as has already been obtained and are in full force and effect) nor is in conflict with or contravention of (i) the Borrower's and the Corporate Guarantors' respective articles, by laws or other constating documents or (ii) the provisions of any other material indenture, instrument, undertaking or other agreement to which the Borrower and the Corporate Guarantors or any of their respective subsidiaries is a party or by which they or their properties or assets are bound.

(e) ***Enforceability***

This Agreement when executed and delivered will constitute a valid and legally binding obligation of the Borrower enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are only available in the discretion of the court.

(f) ***Credit Agreement Representations and Warranties***

Each of the representations and warranties of the Borrower set forth in Schedule E to the Credit Agreement are true and accurate in all material respects as of the date hereof other than those representations and warranties expressed to be made as of any specific date.

(g) ***No Event of Default***

No Event of Default has occurred and is continuing under the Credit Agreement.

The representations and warranties set out in this Agreement shall survive the execution and delivery of this Agreement. Such representations and warranties shall survive until the Credit Agreement, as amended, has been terminated.

4 Conditions Precedent

The amendments and supplements to the Credit Agreement contained herein shall be effective upon, and shall be subject to, the satisfaction of the following conditions precedent:

- (a) the Borrower and Guarantors shall have delivered to the Lender an executed copy of this Agreement; and
- (b) no Event of Default shall have occurred and be continuing under the Credit Agreement.

The foregoing conditions precedent are inserted for the sole benefit of the Lender and may be waived in writing by the Lender, in whole or in part (with or without terms and conditions).

5 Confirmation of Credit Agreement and other Documents

The Credit Agreement and all covenants, terms and provisions thereof, except as expressly amended and supplemented by this Agreement, shall be and continue to be in full force and effect. The Credit Agreement, as amended hereby, and all other security and loan documents referenced in the Credit Agreement to which the Borrower and the Guarantors are a party in relation to the Credit Agreement, are hereby ratified and confirmed and shall from and after the date hereof continue in full force and effect.

6 Further Assurances

The parties hereto shall from time to time do all such further acts and things and execute and deliver all such documents as are required in order to effect the full intent of and fully perform and carry out the terms of this Agreement.

7 Enurement

This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

8 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Such executed counterparts may be delivered by facsimile or other electronic transmission and, when so delivered, shall constitute a binding agreement of the parties hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

BORROWER:

AMC&F PROPERTIES LTD.

By: _____

GUARANTORS:

**ADVANCED METAL CONCEPTS AND
FABRICATION LTD.**

By: _____

LYNCORP MANUFACTURING LTD.

By: _____

DAVID MULLEN

LENDER:**BANK OF MONTREAL**

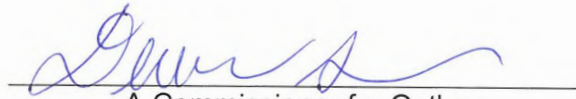
By: _____

Name: _____

Title: _____

TREAVOR BAUER
Account Manager, SAMU

This is **Exhibit "G"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

FOURTH AMENDING AGREEMENT

THIS AGREEMENT is dated as of June 1, 2022

BETWEEN:

AMC&F PROPERTIES LTD., a corporation subsisting under the laws of the Province of Alberta (hereinafter referred to as the "**Borrower**"),

OF THE FIRST PART,

- and -

ADVANCED METAL CONCEPTS AND FABRICATION LTD., LYNCRP MANUFACTURING LTD. and DAVID MULLEN (collectively, the "**Guarantors**")

OF THE SECOND PART

- and -

BANK OF MONTREAL (hereinafter referred to as the "**Lender**"),

OF THE THIRD PART,

WHEREAS the parties hereto have agreed to amend and supplement certain provisions of the Credit Agreement as hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

1 Interpretation

1.1 In this Agreement and the recitals hereto:

"**Agreement**" means this agreement, as amended, modified, supplemented or restated from time to time.

"**Credit Agreement**" means the credit agreement accepted December 13, 2016, between the Borrower, the Lender and the Guarantors (excluding Lyncorp Manufacturing Ltd.), as amended by a first amending agreement made as of May 23, 2019, by a second amending agreement made as of April 9, 2020, by a third amending agreement made as of December 6, 2021 and as may be further amended, modified and supplemented to the date hereof.

"**Corporate Guarantors**" means Advanced Metal Concepts and Fabrication Ltd. and Lyncorp Manufacturing Ltd.

1.2 Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Credit Agreement.

1.3 The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, references herein to "Sections" are to Sections of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreements supplemental hereto.

1.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

2 Amendments and Supplements

2.1 Facility #1.

- (a) Effective as of July 1, 2022, the fourth sub-paragraph under the heading "**FACILITY #1**" on page 1 of the Credit Agreement, titled "**Rate of Interest:**", is hereby deleted in its entirety and replaced with the following:

"Rate of Interest: Bank of Montreal Prime Rate plus 6.00% per annum, floating, payable monthly in arrears.

Prime Rate means the floating annual rate of interest established from time to time by the Bank as the base rate it will use to determine rates of interest on Canadian dollar loans to customers in Canada. As of May 2, 2022, Prime Rate is presently 3.20%."

3 Representations and Warranties

The Borrower and Guarantors hereby represent and warrant as follows to the Lender and acknowledge and confirm that the Lender is relying upon such representations and warranties:

(a) Existence and Good Standing

The Borrower and the corporate Guarantors are corporations validly existing and in good standing under the laws of their jurisdiction of incorporation and have all necessary power and authority to own their properties and carry on their businesses as presently carried on.

(b) Authority

The Borrower and the corporate Guarantors have full power, legal right and authority to enter into this Agreement.

(c) ***Valid Authorization and Execution***

The Borrower and the corporate Guarantors have taken or caused to be taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement.

(d) ***Non Conflict***

None of the authorization, execution or delivery of this Agreement or performance of any obligation pursuant thereto requires or will require, pursuant to applicable law now in effect, any approval or consent of any Governmental Authority having jurisdiction (except such as has already been obtained and are in full force and effect) nor is in conflict with or contravention of (i) the Borrower's and the Corporate Guarantors' respective articles, by laws or other constating documents or (ii) the provisions of any other material indenture, instrument, undertaking or other agreement to which the Borrower and the Corporate Guarantors or any of their respective subsidiaries is a party or by which they or their properties or assets are bound.

(e) ***Enforceability***

This Agreement when executed and delivered will constitute a valid and legally binding obligation of the Borrower enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are only available in the discretion of the court.

(f) ***Credit Agreement Representations and Warranties***

Each of the representations and warranties of the Borrower set forth in Schedule E to the Credit Agreement are true and accurate in all material respects as of the date hereof other than those representations and warranties expressed to be made as of any specific date.

(g) ***No Event of Default***

No Event of Default has occurred and is continuing under the Credit Agreement.

The representations and warranties set out in this Agreement shall survive the execution and delivery of this Agreement. Such representations and warranties shall survive until the Credit Agreement, as amended, has been terminated.

4 Conditions Precedent

The amendments and supplements to the Credit Agreement contained herein shall be effective upon, and shall be subject to, the satisfaction of the following conditions precedent:

- (a) the Borrower and Guarantors shall have delivered to the Lender an executed copy of this Agreement; and
- (b) no Event of Default shall have occurred and be continuing under the Credit Agreement.

The foregoing conditions precedent are inserted for the sole benefit of the Lender and may be waived in writing by the Lender, in whole or in part (with or without terms and conditions).

5 Confirmation of Credit Agreement and other Documents

The Credit Agreement and all covenants, terms and provisions thereof, except as expressly amended and supplemented by this Agreement, shall be and continue to be in full force and effect. The Credit Agreement, as amended hereby, and all other security and loan documents referenced in the Credit Agreement to which the Borrower and the Guarantors are a party in relation to the Credit Agreement, are hereby ratified and confirmed and shall from and after the date hereof continue in full force and effect.

6 Further Assurances

The parties hereto shall from time to time do all such further acts and things and execute and deliver all such documents as are required in order to effect the full intent of and fully perform and carry out the terms of this Agreement.

7 Enurement

This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

8 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Such executed counterparts may be delivered by facsimile or other electronic transmission and, when so delivered, shall constitute a binding agreement of the parties hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

BORROWER:

AMC&F PROPERTIES LTD.

By: _____

GUARANTORS:

**ADVANCED METAL CONCEPTS AND
FABRICATION LTD.**

By: _____

LYNCORP MANUFACTURING LTD.

By: _____

DAVID MULLEN

LENDER:**BANK OF MONTREAL**By: 

Name: Trevor Bauer

Title: Senior Account Manager

This is **Exhibit "H"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

This LOAN AGREEMENT is made as of the 13 day of December, 2016, between BANK OF MONTREAL (the "Bank")

AND AMC&F PROPERTIES LTD. (the "Borrower")

For good and valuable consideration, the receipt and adequacy of which are acknowledged, the Bank establishes in favour of the Borrower a Fixed Rate Term Loan allowing the Borrower to borrow from the Bank the principal amount of \$10,000,000.00, upon the following terms and conditions:

1. In this Agreement:

- (a) "Agreement" means this loan agreement, as it may be amended, supplemented, restated, replaced or otherwise modified from time to time;
- (b) "Business Day" means any day that is not a Saturday, Sunday or other day on which the Bank is authorized or required by applicable law in the jurisdiction listed in Section 15 of this Agreement to remain closed;
- (c) "Change in Control" means the occurrence of one or more sales, transfers or other dispositions of the beneficial ownership of the Borrower existing on the date of this Agreement in the aggregate of:
 - (i) shares, other securities or other equity interests issued by the Borrower which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by the Borrower; or
 - (ii) shares, other securities or equity interests issued by any Controlling Entity which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by such Controlling Entity;
- (d) "Controlling Entity" means any corporation or other entity which on the date of this Agreement beneficially owned, directly or indirectly, shares, other securities or other equity interests issued by the Borrower which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by the Borrower;
- (e) "Fixed Rate" has the meaning set out in clause 3 of this Agreement;
- (f) "Loan" means the total principal amount advanced and outstanding at any time under this Agreement, together with accrued and unpaid interest thereon, if any;
- (g) "Maturity Date" means the 31st day of DECEMBER, 2021; and
- (h) "Prime Rate" means, on any day, the annual rate of interest established by the Bank and in effect on such day as the reference rate it will use to determine the rate of interest charged on Canadian dollar loans to customers in Canada, and designated by the Bank as its "Prime Rate".

Delete 2. if (i) the Borrower is an individual, (ii) the loan is not secured by a real property mortgage and (iii) the loan amount is for \$100,000 or less. Borrower to initial change.

- 2. Prepayment of the Loan in whole or in part is not permitted prior to the Maturity Date.
- 3. The Loan shall bear interest, from and including the date of this Agreement, at the rate of 3.75 % per annum, determined and accrued daily and compounded monthly, not in advance, on the outstanding balance of the Loan (the "Fixed Rate").

4.

☐ (a) Principal Payment Plus Interest:

(i) The Loan principal shall be repaid by installments as follows:

\$ _____ on the _____ day of _____, 20 _____ and thereafter \$ _____ on the _____ of each and every _____ period until the Maturity

Check either (a) or (b), as appropriate.

Date, on which date the balance of the Loan then outstanding and all accrued and unpaid interest shall become due and payable.

(ii) Interest shall be paid at the Fixed Rate on the last day of each and every month from the date of this Agreement on the balance of the Loan from time to time remaining unpaid up to and after the Maturity Date.

☒ (b) **Blended Payments:** The Loan shall be repaid by installments comprising principal and interest at the Fixed Rate as follows:
 \$57,841.93 \$ on the last day of JANUARY, 2017 and thereafter \$ 57,841.93 on the last day of each and every month until the Maturity Date, on which date the balance of the Loan then outstanding and all accrued and unpaid interest shall become due and payable.

(c) Any installments to be paid on a non-Business Day may, at the Bank's discretion, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon.

(d) Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest on the Maturity Date, the Loan shall bear interest at a rate per annum equal to the sum of 3% plus the Bank's Prime Rate, determined and accrued daily and compounded monthly, not in advance, on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full.

5. Fees:

(a) The Borrower agrees to pay on the _____ day of _____, 20____, a booking fee of _____ % of the principal amount of the Loan.

(b) The Borrower agrees to pay on the _____ day of _____, 20____, an application fee in the amount of \$ _____.

(c) At the request of the Borrower, the Fixed Rate may be fixed up to 45 days before the first advance. If requested, the Borrower shall pay on the _____ day of _____, 20____, a refundable rate reservation fee of 1% of the principal amount of the Loan, which fee will be refunded to the Borrower on the day the Loan is advanced. In the event that the Loan is cancelled by the Borrower, such fee will not be refunded to the Borrower.

6. The Bank shall be under no obligation to make any advance until the Bank shall be satisfied that it has received:

- (a) a duly executed copy of this Agreement;
- (b) security for the amount of the Loan, duly registered and in form and substance satisfactory to the Bank and duly executed by the Borrower;
- (c) payment in full of all fees and other amounts due and payable on or prior thereto; and
- (d) any additional documents which the Bank may reasonably require.

7. The Borrower represents and warrants that:

- (a) it has been duly incorporated, organized and is properly constituted, exists in good standing and is entitled to conduct its business in all jurisdictions in which it carries on business or has assets or, if the Borrower is an individual, the Borrower has the requisite legal capacity to enter into and perform its obligations under this Agreement;
- (b) the entering into of this Agreement and the incurring of liability and indebtedness by the

Borrower hereunder do not and will not contravene or breach,

- (i) any law, regulation or judicial order applicable to the Borrower or (if applicable) the charter, by-laws or other organizational documents of the Borrower; or
- (ii) any provision contained in any other loan or credit agreement, debenture, trust deed or other borrowing instrument or contract to which the Borrower is party;
- (c) this Agreement, when duly executed and delivered by the Borrower to the Bank, will constitute a valid and binding obligation of the Borrower, enforceable in accordance with its terms;
- (d) the Borrower's assets are legally and beneficially owned by the Borrower and, except as previously disclosed to the Bank in writing, all of the Borrower's assets pledged to secure the Loan are free and clear of all hypothecs, mortgages, claims, security interests, liens, charges or other encumbrances or rights in favour of third parties, whether perfected or otherwise, which are not in favour of the Bank; and
- (e) all necessary authorizations, approvals, consents or other orders from any authority, governmental or otherwise, have been obtained with respect to the obtaining of the Loan and the execution and delivery of this Agreement.

8. The Borrower covenants that it:

- (a) will deliver to the Bank:
 - (i) as soon as available and in any event within 90 days of the end of each fiscal year, copies of its financial statements (audited, where available) and, if applicable, the report of its auditor thereon; and
 - (ii) at any time and from time to time such other information as the Bank may reasonably request;
- (b) unconditionally promises to pay to the Bank on the Maturity Date the then unpaid principal amount of the Loan, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder;
- (c) will insure against all risks relevant to its business operations for amounts commensurate thereto, and assign the policies to the Bank and assign, hypothecate or otherwise ensure all amounts payable thereunder are payable to the Bank, all as required by and satisfactory to the Bank;
- (d) will furnish the Bank with additional security from time to time as the Bank may request;
- (e) will limit capital expenditures to a maximum of \$ in any fiscal year;
- (f) authorizes the Bank to record, file or register, at the Borrower's expense, any registrations or filings, including without limitation any financing statements, that are necessary or desirable to protect, perfect and maintain the protection and perfection of any hypothecs, mortgages, claims, security interests, liens, charges or other encumbrances or rights in favour of the Bank, and to obtain evidence satisfactory to the Bank of the rank and priority of such hypothecs, mortgages, claims, security interests, liens, charges or other encumbrances or rights;
- (g) will notify the Bank in writing immediately (i) upon receipt or notice of any law suits, claims, demands, governmental investigation or requirements to pay addressed to the Borrower or in which the Borrower is named as a party, and (ii) if any guarantor of all or any part of the Loan dies or terminates its guarantee;
- (h) will use the proceeds of the Loan solely for the purpose of:

To provide financing for the purchase of a commercial property located at 402086 81st Street East, Aldersyde, Alberta;
- (i) will, to the extent not in conflict or inconsistent with the provisions of this Agreement, comply with all of the provisions, covenants and agreements contained in any term sheet,

commitment letter or similar document, as such document may be amended, supplemented, restated, replaced or otherwise modified from time to time, given by the Borrower to the Bank which relates to the Loan hereunder, and such provisions, covenants and agreements are incorporated herein as if restated in their entirety; and

(j) will not, without the prior written consent of the Bank:

- (i) materially change the nature of its business from that now carried on;
- (ii) create, incur, assume or permit to exist any hypothec, mortgage, claim, security interest, lien, charge or other encumbrance or right, whether perfected or otherwise, in favour of a third party ranking ahead of or equally with any security given to or agreed to be given to the Bank;
- (iii) create, incur, assume or permit to exist any additional debt other than in the ordinary course of business;
- (iv) sell, lease, license, transfer, assign or otherwise dispose of any assets except in the ordinary course of business; or
- (v) change the ownership of the business.

9. If one or more of the following events shall occur:

(a) If:

- (i) the Borrower fails to pay any amount owing to the Bank pursuant to this Agreement or any other document given to the Bank, including without limitation the Loan, on the date same becomes due;
- (ii) the Borrower leases, licenses, transfers, assigns or otherwise disposes of any or all of the assets which the Bank holds as security for the Loan, other than in the ordinary course of business;
- (iii) the Borrower shall be in default in respect of any obligation to pay money whether or not it is in respect of the Loan;
- (iv) the Borrower shall fail to observe and comply with any term, condition or provision of this Agreement or in any other document given to the Bank, other than a default in the payment of money, and such default cannot be cured;
- (v) the Borrower shall fail to observe and comply with any term, condition or provision of this Agreement or in any other document given to the Bank, other than a default in the payment of money, and such default can be cured and the Borrower shall fail to do so within 30 days after the earlier of the Borrower acquiring knowledge of such default or receiving written notice thereof from the Bank;
- (vi) any of the Borrower's representations and warranties in this Agreement or in any other document given to the Bank shall prove to have been incorrect when made or deemed to be made;
- (vii) the holder (including the Bank) of any claim, hypothec, mortgage, security interest, lien, charge or other encumbrance or right on any of the Borrower's assets and undertaking does anything to enforce or realize on such claim, hypothec, mortgage, security interest, lien, charge or other encumbrance or right;
- (viii) the Bank determines that there has been a materially adverse change in the business, assets, operations, prospects or condition, financial or otherwise, of the Borrower;
- (ix) a guarantor of all or any part of the Loan dies or if a guarantee for the Loan terminates or ceases to be in full force and effect and a legally valid, binding and enforceable obligation of a guarantor;
- (x) the Borrower is not an individual and a Change in Control occurs without the prior written consent of the Bank;
- (xi) the Borrower is not an individual and the Borrower merges, consolidates or amalgamates with any other person or business; or

- (b) If an application for a bankruptcy order, notice of intention to make a proposal or proposal is filed, application made or other proceeding instituted against or in respect of the Borrower, or assignment of all the property of the Borrower is made under the terms of the *Bankruptcy and Insolvency Act*, the *Companies' Creditors Arrangement Act*, the *Winding-Up and Restructuring Act*, any applicable corporations legislation or any other bankruptcy, insolvency or analogous laws, or if a receiver, receiver manager, custodian, trustee, liquidator, sequestrator or other similar official is appointed to take possession over any substantial portion of the assets of the Borrower, or if the Borrower permits any of its assets to be seized (including by way of execution, attachment, garnishment, levy or distraint) or if the Borrower makes an assignment for the benefit of its creditors or is adjudicated insolvent or bankrupt or applies to any tribunal for any receiver, receiver manager, custodian, trustee, liquidator, sequestrator or other similar official of or for the Borrower or the Borrower's assets, or any other proceeding is commenced in relation to any of the foregoing in respect of the Borrower,

then the Borrower shall be in default hereunder and the Bank may, at its option upon written notice to the Borrower, declare that the entire balance of the Loan, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall immediately become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

10. (a) Any request, notice, or demand made or given in connection with this Agreement may be made or given by mail by prepaid post or by delivery to the party for which it is intended and addressed as follows:

BORROWER:

AMC&F Properties Ltd.
402086 81st Street, East, Aldersyde, Alberta

BANK OF MONTREAL:

350 7th Avenue SW
Calgary, AB T2P 3N9

provided however that any party may change its address for purposes of receipt of such communication by giving 10 calendar days prior written notice of such change to the other party in the manner prescribed herein.

- (b) Any such request, notice, or demand shall be conclusively deemed to have been received by the party to which it is addressed on the third Business Day following the day of such mailing, if mailed, or on the day of delivery, if delivered.
11. All out-of-pocket expenses incurred by the Bank, including reasonable legal costs and all applicable taxes, in the preparation, administration or enforcement of this Agreement or any security or other documentation required hereunder or in connection herewith shall be for the account of the Borrower.
12. The Borrower acknowledges that the actual recording of the amount of any advance or repayment under the Loan and interest, fees and other amounts due in connection with the Loan in the accounts of the Borrower maintained by the Bank, shall constitute prima facie evidence of the Borrower's indebtedness and liability from time to time under this Agreement; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with this Agreement shall not be affected by the failure of the Bank to make such recording.
13. The Bank may from time to time and at any time waive in whole or in part:
- (a) the rights accruing to it by reason of any of the provisions of any clause of this

Agreement; or

- (b) any default under any clause in this Agreement which is to its benefit;

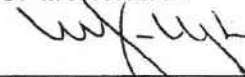
but any such waiver by the Bank of any such right or of any such default on any occasion shall be deemed not to be a waiver of the provisions of any such clause thereafter or of any other clause or of any subsequent default, as the case may be.

14. If the Borrower comprises more than one person, all covenants and liabilities entered into, by or imposed upon the Borrower shall be joint and several (solidary in the Province of Quebec). Each Borrower, if more than one, is responsible both individually and together with the other Borrower(s) for all obligations of the Borrower to the Bank pursuant to this Agreement.
15. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable in that province.
16. This Agreement shall be binding upon and enure to the benefit of the parties hereto, their successors, heirs, liquidators, administrators and assigns, except that the Borrower may not assign any of its rights or obligations hereunder without the Bank's prior written consent.
17. Any clause or part thereof which may be null or unenforceable shall not invalidate, affect or impair the remaining provisions of this Agreement.
18. Any schedules attached to this Agreement are incorporated herein in their entirety and form an integral part of this Agreement.
19. It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English.
Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

This clause applies
only in the
Province of
Quebec

IN WITNESS WHEREOF this Agreement has been executed by the Borrower and the Bank as of the date set forth above.

BANK OF MONTREAL

By: 

Name: Matt Vandenberg

Title: Relationship Manager, Commercial Banking

If signed by corporation or other entity (e.g. partnership):

AMC&F PROPERTIES LTD.

(Name of Entity)

By: 

Name: Jason Johnson

Title: President

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

If signed by individual (i.e. natural person) borrower (e.g. sole proprietor):

Witness _____
Name _____

Name: _____

Witness _____
Name _____

Name: _____

Witness _____
Name _____

Name: _____

SCHEDULE A
ADDITIONAL TERMS AND CONDITIONS

Check 1. if Debt
Service covenant is
required. Borrower
to initial.

- ☐ 1. The Borrower covenants that it will at all times maintain a debt service coverage ratio of not less than 1.25, and it will upon request by the Bank from time to time deliver to the Bank all such financial statements and records as are required by the Bank to determine the debt service coverage ratio; for the purpose of this Agreement, the term "debt service coverage ratio" at any date means the ratio of:
- (i) the amount of the net revenue of the Borrower for the period from the commencement of the then current fiscal year to such date, plus the amounts of depreciation and amortization expense of the Borrower for such period, all as determined by the Bank from financial statements and records provided by the Borrower, to
 - (ii) the aggregate amount of all payments required to be made by the Borrower during such period on account of (i) principal and interest on any indebtedness of the Borrower for borrowed money (from the Bank or otherwise) and (ii) rents or other amounts payable on leases treated by the Borrower as capital leases for accounting purposes.

Check 2. if the
Borrower is a
municipality.
Borrower to initial.

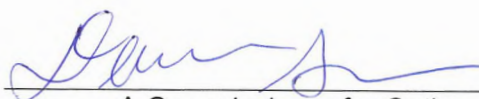
- ☐ 2. In the event that the Borrower is a municipality, the provisions of Section 8 of the Agreement shall be deleted in its entirety and replaced with the following:

"8. The Borrower covenants that it:

- (a) will deliver to the Bank:
 - (i) as soon as available and in any event within 90 days of the end of each fiscal year, copies of its financial statements (audited, where available) and, if applicable, the report of its auditor thereon; and
 - (ii) at any time and from time to time such other information as the Bank may reasonably request;
- (b) unconditionally promises to pay to the Bank on the Maturity Date the then unpaid principal amount of the Loan, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder
- (c) will insure against all risks relevant to its operations for amounts commensurate thereto and satisfactory to the Bank;
- (d) will furnish the Bank with additional security from time to time as the Bank may deem fit at the request of the Bank;
- (e) authorizes the Bank to record, file or register, at the Borrower's expense, any registrations or filings, including without limitation any financing statements, that are necessary or desirable to protect, perfect and maintain the protection and perfection of any hypothecs, mortgages, claims, security interests, liens, charges or other encumbrances or rights in favour of the Bank, and to obtain evidence satisfactory to the Bank of the rank and priority of such hypothecs, mortgages, claims, security interests, liens, charges or other encumbrances or rights;
- (f) will use the proceeds of the Loan for the purpose of:
To provide financing for the purchase of a commercial property located at 402086 81st Street East, Aldersyde, Alberta; and
- (g) will, to the extent not in conflict or inconsistent with the provisions of this Agreement, comply with all of the provisions, covenants and agreements contained in any term

sheet, commitment letter or similar document, as such document may be amended, supplemented, restated, replaced or otherwise modified from time to time, given by the Borrower to the Bank which relates to the Loan hereunder, and such provisions, covenants and agreements are incorporated herein as if restated in their entirety."

This is **Exhibit "I"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

10-6980-748

This **LOAN AGREEMENT** is made as of the 13 day of December, 2016, between BANK OF MONTREAL (the "Bank")

AND AMC&F PROPERTIES LTD. (the "Borrower")

For good and valuable consideration, the receipt and adequacy of which are acknowledged, the Bank establishes in favour of the Borrower a Fixed Rate Term Loan allowing the Borrower to borrow from the Bank the principal amount of \$3,000,000.00, upon the following terms and conditions:

1. In this Agreement:

- (a) "Agreement" means this loan agreement, as it may be amended, supplemented, restated, replaced or otherwise modified from time to time;
- (b) "Business Day" means any day that is not a Saturday, Sunday or other day on which the Bank is authorized or required by applicable law in the jurisdiction listed in Section 15 of this Agreement to remain closed;
- (c) "Change in Control" means the occurrence of one or more sales, transfers or other dispositions of the beneficial ownership of the Borrower existing on the date of this Agreement in the aggregate of:
 - (i) shares, other securities or other equity interests issued by the Borrower which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by the Borrower; or
 - (ii) shares, other securities or equity interests issued by any Controlling Entity which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by such Controlling Entity;
- (d) "Controlling Entity" means any corporation or other entity which on the date of this Agreement beneficially owned, directly or indirectly, shares, other securities or other equity interests issued by the Borrower which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by the Borrower;
- (e) "Fixed Rate" has the meaning set out in clause 3 of this Agreement;
- (f) "Loan" means the total principal amount advanced and outstanding at any time under this Agreement, together with accrued and unpaid interest thereon, if any;
- (g) "Maturity Date" means the 31st day of DECEMBER 2021 and
- (h) "Prime Rate" means, on any day, the annual rate of interest established by the Bank and in effect on such day as the reference rate it will use to determine the rate of interest charged on Canadian dollar loans to customers in Canada, and designated by the Bank as its "Prime Rate".

Delete 2. if (i) the Borrower is an Individual, (ii) the loan is not secured by a real property mortgage and (iii) the loan amount is for \$100,000 or less. Borrower to initial change.

- 2. Prepayment of the Loan in whole or in part is not permitted prior to the Maturity Date.
- 3. The Loan shall bear interest, from and including the date of this Agreement, at the rate of 3.41 % per annum, determined and accrued daily and compounded monthly, not in advance, on the outstanding balance of the Loan (the "Fixed Rate").

4.

☐ (a) **Principal Payment Plus Interest:**

(i) The Loan principal shall be repaid by installments as follows:

\$ _____ on the _____ day of _____, 20 _____ and thereafter \$ _____ on the _____ of each and every _____ period until the Maturity

Check either (a) or (b), as appropriate.

Date, on which date the balance of the Loan then outstanding and all accrued and unpaid interest shall become due and payable.

(ii) Interest shall be paid at the Fixed Rate on the last day of each and every month from the date of this Agreement on the balance of the Loan from time to time remaining unpaid up to and after the Maturity Date.

☒ (b) **Blended Payments:** The Loan shall be repaid by installments comprising principal and interest at the Fixed Rate as follows:
 \$40,278.51 on the last day of JANUARY, 2011 and thereafter \$40,278.51 on the last day of each and every month until the Maturity Date, on which date the balance of the Loan then outstanding and all accrued and unpaid interest shall become due and payable.

(c) Any installments to be paid on a non-Business Day may, at the Bank's discretion, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon.

(d) Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest on the Maturity Date, the Loan shall bear interest at a rate per annum equal to the sum of 3% plus the Bank's Prime Rate, determined and accrued daily and compounded monthly, not in advance, on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full.

5. Fees:

(a) The Borrower agrees to pay on the _____ day of _____, 20____, a booking fee of _____ % of the principal amount of the Loan.

(b) The Borrower agrees to pay on the _____ day of _____, 20____, an application fee in the amount of \$_____.

(c) At the request of the Borrower, the Fixed Rate may be fixed up to 45 days before the first advance. If requested, the Borrower shall pay on the _____ day of _____, 20____, a refundable rate reservation fee of 1% of the principal amount of the Loan, which fee will be refunded to the Borrower on the day the Loan is advanced. In the event that the Loan is cancelled by the Borrower, such fee will not be refunded to the Borrower.

6. The Bank shall be under no obligation to make any advance until the Bank shall be satisfied that it has received:

- (a) a duly executed copy of this Agreement;
- (b) security for the amount of the Loan, duly registered and in form and substance satisfactory to the Bank and duly executed by the Borrower;
- (c) payment in full of all fees and other amounts due and payable on or prior thereto; and
- (d) any additional documents which the Bank may reasonably require.

7. The Borrower represents and warrants that:

- (a) it has been duly incorporated, organized and is properly constituted, exists in good standing and is entitled to conduct its business in all jurisdictions in which it carries on business or has assets or, if the Borrower is an individual, the Borrower has the requisite legal capacity to enter into and perform its obligations under this Agreement;
- (b) the entering into of this Agreement and the incurring of liability and indebtedness by the

Borrower hereunder do not and will not contravene or breach,

- (i) any law, regulation or judicial order applicable to the Borrower or (if applicable) the charter, by-laws or other organizational documents of the Borrower; or
- (ii) any provision contained in any other loan or credit agreement, debenture, trust deed or other borrowing instrument or contract to which the Borrower is party;
- (c) this Agreement, when duly executed and delivered by the Borrower to the Bank, will constitute a valid and binding obligation of the Borrower, enforceable in accordance with its terms;
- (d) the Borrower's assets are legally and beneficially owned by the Borrower and, except as previously disclosed to the Bank in writing, all of the Borrower's assets pledged to secure the Loan are free and clear of all hypothecs, mortgages, claims, security interests, liens, charges or other encumbrances or rights in favour of third parties, whether perfected or otherwise, which are not in favour of the Bank; and
- (e) all necessary authorizations, approvals, consents or other orders from any authority, governmental or otherwise, have been obtained with respect to the obtaining of the Loan and the execution and delivery of this Agreement.

8. The Borrower covenants that it:

- (a) will deliver to the Bank:
 - (i) as soon as available and in any event within 90 days of the end of each fiscal year, copies of its financial statements (audited, where available) and, if applicable, the report of its auditor thereon; and
 - (ii) at any time and from time to time such other information as the Bank may reasonably request;
- (b) unconditionally promises to pay to the Bank on the Maturity Date the then unpaid principal amount of the Loan, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder;
- (c) will insure against all risks relevant to its business operations for amounts commensurate thereto, and assign the policies to the Bank and assign, hypothecate or otherwise ensure all amounts payable thereunder are payable to the Bank, all as required by and satisfactory to the Bank;
- (d) will furnish the Bank with additional security from time to time as the Bank may request;
- (e) will limit capital expenditures to a maximum of \$ in any fiscal year;
- (f) authorizes the Bank to record, file or register, at the Borrower's expense, any registrations or filings, including without limitation any financing statements, that are necessary or desirable to protect, perfect and maintain the protection and perfection of any hypothecs, mortgages, claims, security interests, liens, charges or other encumbrances or rights in favour of the Bank, and to obtain evidence satisfactory to the Bank of the rank and priority of such hypothecs, mortgages, claims, security interests, liens, charges or other encumbrances or rights;
- (g) will notify the Bank in writing immediately (i) upon receipt or notice of any law suits, claims, demands, governmental investigation or requirements to pay addressed to the Borrower or in which the Borrower is named as a party, and (ii) if any guarantor of all or any part of the Loan dies or terminates its guarantee;
- (h) will use the proceeds of the Loan solely for the purpose of:

To provide financing for the purchase of a commercial property located at 402086 81st Street East, Aldersyde, Alberta.
- (i) will, to the extent not in conflict or inconsistent with the provisions of this Agreement, comply with all of the provisions, covenants and agreements contained in any term sheet,

commitment letter or similar document, as such document may be amended, supplemented, restated, replaced or otherwise modified from time to time, given by the Borrower to the Bank which relates to the Loan hereunder, and such provisions, covenants and agreements are incorporated herein as if restated in their entirety; and

(j) will not, without the prior written consent of the Bank:

- (i) materially change the nature of its business from that now carried on;
- (ii) create, incur, assume or permit to exist any hypothec, mortgage, claim, security interest, lien, charge or other encumbrance or right, whether perfected or otherwise, in favour of a third party ranking ahead of or equally with any security given to or agreed to be given to the Bank;
- (iii) create, incur, assume or permit to exist any additional debt other than in the ordinary course of business;
- (iv) sell, lease, license, transfer, assign or otherwise dispose of any assets except in the ordinary course of business; or
- (v) change the ownership of the business.

9. If one or more of the following events shall occur:

(a) If:

- (i) the Borrower fails to pay any amount owing to the Bank pursuant to this Agreement or any other document given to the Bank, including without limitation the Loan, on the date same becomes due;
- (ii) the Borrower leases, licenses, transfers, assigns or otherwise disposes of any or all of the assets which the Bank holds as security for the Loan, other than in the ordinary course of business;
- (iii) the Borrower shall be in default in respect of any obligation to pay money whether or not it is in respect of the Loan;
- (iv) the Borrower shall fail to observe and comply with any term, condition or provision of this Agreement or in any other document given to the Bank, other than a default in the payment of money, and such default cannot be cured;
- (v) the Borrower shall fail to observe and comply with any term, condition or provision of this Agreement or in any other document given to the Bank, other than a default in the payment of money, and such default can be cured and the Borrower shall fail to do so within 30 days after the earlier of the Borrower acquiring knowledge of such default or receiving written notice thereof from the Bank;
- (vi) any of the Borrower's representations and warranties in this Agreement or in any other document given to the Bank shall prove to have been incorrect when made or deemed to be made;
- (vii) the holder (including the Bank) of any claim, hypothec, mortgage, security interest, lien, charge or other encumbrance or right on any of the Borrower's assets and undertaking does anything to enforce or realize on such claim, hypothec, mortgage, security interest, lien, charge or other encumbrance or right;
- (viii) the Bank determines that there has been a materially adverse change in the business, assets, operations, prospects or condition, financial or otherwise, of the Borrower;
- (ix) a guarantor of all or any part of the Loan dies or if a guarantee for the Loan terminates or ceases to be in full force and effect and a legally valid, binding and enforceable obligation of a guarantor;
- (x) the Borrower is not an individual and a Change in Control occurs without the prior written consent of the Bank;
- (xi) the Borrower is not an individual and the Borrower merges, consolidates or amalgamates with any other person or business; or

- (b) If an application for a bankruptcy order, notice of intention to make a proposal or proposal is filed, application made or other proceeding instituted against or in respect of the Borrower, or assignment of all the property of the Borrower is made under the terms of the *Bankruptcy and Insolvency Act*, the *Companies' Creditors Arrangement Act*, the *Winding-Up and Restructuring Act*, any applicable corporations legislation or any other bankruptcy, insolvency or analogous laws, or if a receiver, receiver manager, custodian, trustee, liquidator, sequestrator or other similar official is appointed to take possession over any substantial portion of the assets of the Borrower, or if the Borrower permits any of its assets to be seized (including by way of execution, attachment, garnishment, levy or distraint) or if the Borrower makes an assignment for the benefit of its creditors or is adjudicated insolvent or bankrupt or applies to any tribunal for any receiver, receiver manager, custodian, trustee, liquidator, sequestrator or other similar official of or for the Borrower or the Borrower's assets, or any other proceeding is commenced in relation to any of the foregoing in respect of the Borrower,

then the Borrower shall be in default hereunder and the Bank may, at its option upon written notice to the Borrower, declare that the entire balance of the Loan, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall immediately become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

10. (a) Any request, notice, or demand made or given in connection with this Agreement may be made or given by mail by prepaid post or by delivery to the party for which it is intended and addressed as follows:

BORROWER:

AMC&F Properties Ltd.
402086 81st Street, East, Aldersyde, Alberta

BANK OF MONTREAL:

350 7th Avenue SW
Calgary, AB T2P 3N9

provided however that any party may change its address for purposes of receipt of such communication by giving 10 calendar days prior written notice of such change to the other party in the manner prescribed herein.

- (b) Any such request, notice, or demand shall be conclusively deemed to have been received by the party to which it is addressed on the third Business Day following the day of such mailing, if mailed, or on the day of delivery, if delivered.
11. All out-of-pocket expenses incurred by the Bank, including reasonable legal costs and all applicable taxes, in the preparation, administration or enforcement of this Agreement or any security or other documentation required hereunder or in connection herewith shall be for the account of the Borrower.
12. The Borrower acknowledges that the actual recording of the amount of any advance or repayment under the Loan and interest, fees and other amounts due in connection with the Loan in the accounts of the Borrower maintained by the Bank, shall constitute prima facie evidence of the Borrower's indebtedness and liability from time to time under this Agreement; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with this Agreement shall not be affected by the failure of the Bank to make such recording.
13. The Bank may from time to time and at any time waive in whole or in part:
- (a) the rights accruing to it by reason of any of the provisions of any clause of this

Agreement; or

(b) any default under any clause in this Agreement which is to its benefit;

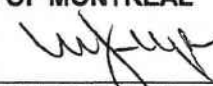
but any such waiver by the Bank of any such right or of any such default on any occasion shall be deemed not to be a waiver of the provisions of any such clause thereafter or of any other clause or of any subsequent default, as the case may be.

14. If the Borrower comprises more than one person, all covenants and liabilities entered into, by or imposed upon the Borrower shall be joint and several (solidary in the Province of Quebec). Each Borrower, if more than one, is responsible both individually and together with the other Borrower(s) for all obligations of the Borrower to the Bank pursuant to this Agreement.
15. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable in that province.
16. This Agreement shall be binding upon and enure to the benefit of the parties hereto, their successors, heirs, liquidators, administrators and assigns, except that the Borrower may not assign any of its rights or obligations hereunder without the Bank's prior written consent.
17. Any clause or part thereof which may be null or unenforceable shall not invalidate, affect or impair the remaining provisions of this Agreement.
18. Any schedules attached to this Agreement are incorporated herein in their entirety and form an integral part of this Agreement.
19. It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English.
Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

This clause applies only in the Province of Quebec

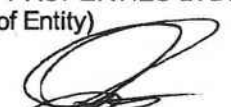
IN WITNESS WHEREOF this Agreement has been executed by the Borrower and the Bank as of the date set forth above.

BANK OF MONTREAL

By: 
Name: Matt Vandenberg
Title: Relationship Manager, Commercial Banking

If signed by corporation or other entity (e.g. partnership):

AMC&F PROPERTIES LTD.
(Name of Entity)

By: 
Name: JASON JOHANSEN
Title: President

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

If signed by individual (i.e. natural person) borrower (e.g. sole proprietor):

Witness _____
Name _____

Name: _____

Witness _____
Name _____

Name: _____

Witness _____
Name _____

Name: _____

SCHEDULE A

ADDITIONAL TERMS AND CONDITIONS

Check 1. if Debt
Service covenant is
required, Borrower
to initial.

- ☐ 1. The Borrower covenants that it will at all times maintain a debt service coverage ratio of not less than 1.25, and it will upon request by the Bank from time to time deliver to the Bank all such financial statements and records as are required by the Bank to determine the debt service coverage ratio; for the purpose of this Agreement, the term "debt service coverage ratio" at any date means the ratio of:

- (i) the amount of the net revenue of the Borrower for the period from the commencement of the then current fiscal year to such date, plus the amounts of depreciation and amortization expense of the Borrower for such period, all as determined by the Bank from financial statements and records provided by the Borrower, to
- (ii) the aggregate amount of all payments required to be made by the Borrower during such period on account of (i) principal and interest on any indebtedness of the Borrower for borrowed money (from the Bank or otherwise) and (ii) rents or other amounts payable on leases treated by the Borrower as capital leases for accounting purposes.

Check 2. if the
Borrower is a
municipality,
Borrower to initial.

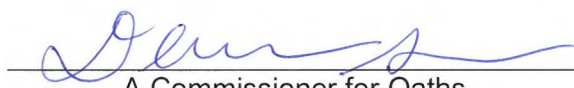
- ☐ 2. In the event that the Borrower is a municipality, the provisions of Section 8 of the Agreement shall be deleted in its entirety and replaced with the following:

"8. The Borrower covenants that it:

- (a) will deliver to the Bank:
 - (i) as soon as available and in any event within 90 days of the end of each fiscal year, copies of its financial statements (audited, where available) and, if applicable, the report of its auditor thereon; and
 - (ii) at any time and from time to time such other information as the Bank may reasonably request;
- (b) unconditionally promises to pay to the Bank on the Maturity Date the then unpaid principal amount of the Loan, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder
- (c) will insure against all risks relevant to its operations for amounts commensurate thereto and satisfactory to the Bank;
- (d) will furnish the Bank with additional security from time to time as the Bank may deem fit at the request of the Bank;
- (e) authorizes the Bank to record, file or register, at the Borrower's expense, any registrations or filings, including without limitation any financing statements, that are necessary or desirable to protect, perfect and maintain the protection and perfection of any hypothecs, mortgages, claims, security interests, liens, charges or other encumbrances or rights in favour of the Bank, and to obtain evidence satisfactory to the Bank of the rank and priority of such hypothecs, mortgages, claims, security interests, liens, charges or other encumbrances or rights;
- (f) will use the proceeds of the Loan for the purpose of:
To provide financing for the purchase of a commercial property located at 402086 81st Street East, Aldersyde, Alberta; and
- (g) will, to the extent not in conflict or inconsistent with the provisions of this Agreement, comply with all of the provisions, covenants and agreements contained in any term

sheet, commitment letter or similar document, as such document may be amended, supplemented, restated, replaced or otherwise modified from time to time, given by the Borrower to the Bank which relates to the Loan hereunder, and such provisions, covenants and agreements are incorporated herein as if restated in their entirety."

This is **Exhibit "J"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

SECURITY AGREEMENT

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the Alberta Personal Property Security Act insofar as it affects personal property located in Alberta.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Alberta:

SEE ATTACHED SCHEDULE "A"

2. The Debtor hereby

(a) mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future goods and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, building materials, leased goods, plant, machinery, tools and furniture now or hereafter owned or acquired, and any goods specifically listed or otherwise described in any Schedule hereto;

(b) mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, work in progress, materials used or consumed in business, finished goods and packaging material and goods acquired or held for sale or lease or furnished under contracts of rental or service;

(c) assigns, transfers and sets over to the Bank and grants to the Bank a security interest in, all its present and future intangibles, chattel paper, securities, documents of title, instruments and money, and any proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future book debts and other accounts receivable, monetary obligations, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above; and

(d) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immoveable, of whatsoever nature and kind, including without limitation client lists, client records and client files, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and to the exceptions hereinafter contained). For the purposes of this Security Agreement, the goods, inventory, intangibles, chattel paper, securities, documents of title, instruments, money, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral".

List all premises and asset locations, by schedule, if necessary

Attach a schedule, if goods or equipment are to be

3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situated or located at any other place when on lease or consignment to any lessee or consignee from the Debtor. The Collateral shall not be removed from the Province of Alberta without the prior written consent of the Bank.

4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as any purchaser of such term of years shall direct. There shall also be excluded from the security created by clause 2 (d) after-acquired consumer goods of the Debtor other than when subject to purchase money security interests in favour of the Bank, and other than accessions.

5. The Debtor

(a) shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the Collateral of the type referred to in sub-clause (c) of clause 2 above or any proceeds arising from the Collateral of the type described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as Trustee for the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer as security or pledge or hypothecate as security or create a security interest in the Collateral except to the Bank. The Debtor agrees that the Bank may at any time before or after default require any account debtor of the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to in sub-clauses (a), (b) and (c) of clause 2 hereof and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligations of the Debtor to the Bank.

(b) covenants not to substitute or modify any of the Debtor's rights under any Collateral of the type listed in sub-clause (c) of clause 2 above without the written consent of the Bank, and any substitution or modification not consented to may at the option of the Bank be treated as an act of default hereunder.

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and also against such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor shall keep proper books of account and shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including financial statements, lists of inventory and equipment and lists of accounts receivable showing the amounts owing upon each account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the account. The Debtor shall

permit the Bank at all reasonable times to enter onto its premises to inspect and copy its books, and to inspect the Collateral.

9. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:

- (a) the Debtor shall default under any of the Obligations;
- (b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;
- (c) an execution of any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof, or a receiver shall be appointed for the Debtor;
- (d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be bona fide opposed by the Debtor;
- (e) the Debtor shall cease to carry on business, or shall fail to keep the Collateral in repair and in good working order, or shall fail to promptly pay when due all taxes, licence fees and assessments levied on the Debtor;
- (f) the Bank in good faith and on commercially reasonable grounds deems itself insecure or decides that the due discharge of the Obligations, the Collateral or the security is in jeopardy;
- (g) the Debtor shall, without the prior written consent of the Bank, pay any dividend or bonus to shareholders or otherwise distribute or reduce its capital, or make capital expenditures in excess of \$ | | in any year, or make any capital expenditure or payment while in default of the Obligations, or become guarantor, surety or endorser of the obligations of any other person other than in favour of the Bank, or lend money other than in the ordinary course of its business.

10. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by any method not prohibited by law, including by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers, or by sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and if appointed a receiver-manager the power to carry on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, the Bank may enter upon and lease or sell the whole or any part or parts of the Collateral.

Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination and the Bank may exercise any one or more of such remedies in respect of all or any portion of the Collateral as the Bank deems fit. The term "receiver" as used in this Security Agreement includes a receiver and

manager.

11. The Bank shall not be responsible for any loss or damage to the Collateral, whether caused by the negligence or fault of the Bank, its servants or agents, or a sheriff or receiver, and the Bank shall not be obliged to preserve rights against other persons, keep the Collateral identifiable or repair, process or prepare the Collateral for disposition, and shall only be liable to account for funds (net of costs of collection, realization and sale, including solicitor and his own client legal costs), actually received by the Bank.

12. Any receiver-manager appointed by the Bank may carry on the business of the Debtor, and in addition to any powers or rights granted by law, a receiver or receiver-manager may, but shall be under no obligation to:

- (a) exercise any power or right granted to the Bank hereunder;
- (b) enter upon any premises under the control of the Debtor and take possession of the Collateral by any method not prohibited by law;
- (c) borrow money by charge against the Collateral for the preservation, processing, maintenance or preparation for sale of the Collateral, or for any other purpose;
- (d) realize on and dispose of the Collateral by any method not prohibited by law, and on any terms, whether to the highest bidder or not and whether in the ordinary course of the Debtor's business or not;
- (e) execute deeds, enter contracts and otherwise act as the attorney of the Debtor in dealing with the Collateral;
- (f) institute, defend, compromise, settle or continue any proceedings relating to the Collateral;
- (g) generally, to do any act necessary or convenient to the realization of the Collateral that the Debtor itself could have done.

13. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.

14. The Debtor agrees to pay all reasonable expenses, including solicitor's fees as between a solicitor and his own client and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement or the Obligations, or in the holding, repairing, processing or preparing for disposition and disposing of the Collateral, with interest at the rate provided in the obligations, and the payment of such expenses shall be secured hereby.

15. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.

16. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement.

17. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Obligations of the Debtor shall at any time or from time to time be fully satisfied or paid.

18. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any indebtedness or liability of the Debtor to the Bank.

19. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.

20. This Security Agreement is a security agreement within the meaning of the Alberta Personal Property Security Act and does not constitute an acknowledgement of any particular indebtedness or liability of the Debtor to the Bank.

21. In construing this Security Agreement, terms herein shall have the same meaning as defined in the Alberta Personal Property Security Act, unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, this Security Agreement shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

22. The Debtor waives the right to receive any financing statement or financing change statement registered by the Bank and any confirmation of registration or verification statement issued.

23. The Debtor acknowledges receipt of a copy of this Security Agreement.

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on the 13 day of December, 2016.

Insert date of execution

If signed by corporation or other entity (e.g. partnership):

AMC&F PROPERTIES LTD.

(Name of Entity)

By: 

Name: JASON DHANU

Title: President

If signed by individual (i.e. natural person) borrower (e.g. sole proprietor):

Witness

Name

Name:

Witness

Name

Name:

Witness

Name

Name:

® Registered trade-marks of Bank of Montreal

quired only for a
Corporation

CORPORATE AUTHORIZING RESOLUTION

"Whereas it is in the interests of the Company to enter into a security agreement with the Bank of Montreal as security for its present and future obligations to the Bank of Montreal and therein mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future property and assets;

NOW THEREFORE BE IT RESOLVED THAT:

1. the Company do enter into, execute and deliver to the Bank of Montreal a security agreement substantially in the form of the draft security agreement presented to the directors, subject to such alterations, amendments or additions to which the President or a Vice-President of the Company may agree;
2. the Company do mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future goods, inventory, intangibles, undertaking and other property and assets as security for its present and future obligations to the Bank of Montreal, all as provided in the said draft security agreement;
3. the execution by the President or a Vice-President of the Company of the said security agreement shall be conclusive proof of his or her agreement to any amendments, alterations or additions incorporated therein;
4. the President and the Vice-President of the Company be and they are each alone hereby authorized to execute and deliver the security agreement aforesaid on behalf of the Company and each of the officers of the Company are hereby authorized to execute all such other documents and writings and to do such other acts and things as may be necessary for fulfilling the Company's obligations under the said security agreement."

CERTIFICATE

To be completed by
Secretary or other
authorized officer; insert
name of corporation

I am the Secretary of AMC&F PROPERTIES LTD. and I hereby certify that:

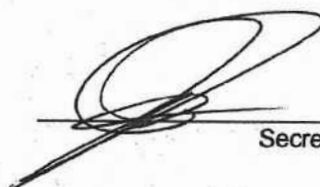
Insert the appropriate date

1. the foregoing is a true copy of a resolution duly and properly passed or consented to by the board of directors of the said Company on the 13 day of December, 2013.

2. the attached Security Agreement is in the form of the draft security agreement referred to in the resolution and has been duly and properly executed by the proper officers of the Company under its corporate seal; and

3. the Company is subject to the Business Corporations Act of Alberta and the resolution was consented to by the signatures of all the directors of the Company on the date aforesaid in accordance with the Business Corporations Act.).

Use applicable clause



Secretary

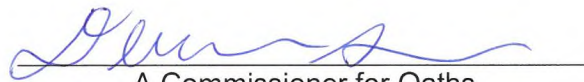
To be signed by Secretary or
other authorized officer

SCHEDULE "A"

402086 81st Street East
Aldersyde, Alberta

PLAN 9910968
BLOCK A
LOT 3
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 2 HECTARES (4.94 ACRES) MORE OR LESS

This is **Exhibit "K"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

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**MORTGAGE OF LAND
LAND TITLES ACT (ALBERTA)**

Mortgagor:

Name: AMC&F Properties Ltd. ✓

Address: 402086 81st Street East, Aldersyde, Alberta T0L 0A0
(as on title)

Name: _____

Address: _____
(as on title)

<input type="checkbox"/>	Joint Tenant	<input type="checkbox"/>	Tenant in Common	<input type="checkbox"/>	Life Estate
<input checked="" type="checkbox"/>	Fee Simple	<input checked="" type="checkbox"/>	Leasehold	<input type="checkbox"/>	_____

Mortgagee: BANK OF MONTREAL ("BMO")
340 - 7th Avenue S.W., 2nd Floor
Calgary, Alberta T2P 0X4 ✓

Mortgaged Land Description:
(attach page(s) if space insufficient)

✓ PLAN 9910968
BLOCK A
LOT 3
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 2 HECTARES (4.94 ACRES) MORE OR LESS

Principal Amount Secured: \$13,000,000.00

Interest Rate: Mortgagee's Prime Rate plus 5% per annum calculated and payable monthly not in advance, both before and after demand, both before and after default and both before and after judgment with interest calculated and payable on overdue interest.

Term of Mortgage / Payment Provision: Payable in full on demand.

Standard Mortgage Terms: The Mortgagor acknowledges that:

- a) This Mortgage of Land consists of the terms contained herein and is subject to the terms contained in the Standard Form Mortgage that was filed with the Registrar of Land Titles under the *Land Titles Act* as # 161 070 428;

- b) The following clauses of the Standard Form Mortgage are specifically deleted (none are deleted unless specified here):
- c) The following clauses are specifically added to and included in the Standard Form Mortgage (see attached schedule – if no schedule is attached, no clauses are added):
- d) The Mortgagor acknowledges that it understands the nature of the statements made in (a), (b) and (c) above;
- e) The Mortgagor acknowledges receipt of a copy of the Standard Form Mortgage referred to in (a) above containing the mortgage terms;
- f) The Mortgagor is the registered owner of the land being mortgaged;
- g) By signing this Mortgage, the Mortgagor mortgages all of the Mortgagor's estate and interest in the land described herein to BMO for the purposes of securing payment of the principal sum secured, interest and all other amounts or sums secured by this Mortgage.

Dated: December 13, 2016, in the City of Calgary, in the Province of Alberta.

Witness (for individual Mortgagor only)

Mortgagor -

Witness (for individual Mortgagor only)

Mortgagor -

AMC&F PROPERTIES LTD.

Per: 

Per: _____



- 3 -

AFFIDAVIT OF EXECUTION

I, _____, of the City of Calgary, in the Province of Alberta, make oath and say:

1. I was personally present and did see _____, who is known to me to be the person named in the within (or annexed) instrument, duly sign the instrument.
2. The instrument was signed at the City of Calgary, in the Province of Alberta, and I am the subscribing witness thereto.
3. I believe the person whose signature I witnessed is at least eighteen years of age.

SWORN before me at the City
of Calgary in the Province of Alberta,
this _____ day of _____, 2016 .

A Commissioner of Oaths in and for the
Province of Alberta

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

161070428

ORDER NUMBER: 48745539

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**BANK OF MONTREAL
ALBERTA
STANDARD FORM MORTGAGE
ALL INDEBTEDNESS MORTGAGE
(COMMERCIAL/FARM)**

Filing Number

The following standard form mortgage (together with the schedule attached hereto, the "**Standard Form Mortgage**") shall be deemed to be included in each mortgage or charge in which it is referred to by its filing number except to the extent that the provisions of the Standard Form Mortgage are excluded or varied by such mortgage or charge.

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B. DEFINITIONS

In this Standard Form Mortgage and in each Mortgage, the following terms shall have the following meanings:

1. **"Applicable Rate"** means:
 - (a) the applicable interest rate specified by the applicable note or agreement delivered by the Mortgagor to the Mortgagee or between the Mortgagor and the Mortgagee; or
 - (b) if the interest rate referred to in subsection (a) is not so specified, the applicable interest rate specified by the Mortgage.
2. **"Controlling Entity"** means any corporation or other entity which on the date of the Mortgage beneficially owned, directly or indirectly, shares, other securities or other equity interests issued by the Mortgagor or a Guarantor which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by the Mortgagor or such Guarantor.
3. **"Default"** means a default referred to in section I.
4. **"Guarantor"** means a person who guaranteed payment of all or any Indebtedness.
5. **"Indebtedness"** means all present and future indebtedness and liability now or hereafter owing by the Mortgagor to the Mortgagee whether direct or indirect, absolute or contingent, or revolving or non-revolving, whether incurred by the Mortgagor alone or together with any other debtor or debtors and whether incurred pursuant to the provisions of the Mortgage or otherwise including all principal, interest, guarantee liabilities, letter of credit indemnity liabilities, bankers acceptance indemnity liabilities, fees and expenses now or hereafter owing by the Mortgagor to the Mortgagee.
6. **"Insolvency Proceeding"** means a proceeding commenced under the *Companies' Creditors Arrangement Act*, the *Bankruptcy and Insolvency Act* or any other similar statute.
7. **"Lease"** means a lease, offer to lease or other similar agreement of or with respect to the Mortgaged Land in favour of, or held by the Mortgagor as tenant and referred to in the Mortgage, as such lease, offer to lease or other similar agreement is amended or replaced from time to time.
8. **"Mortgage"** means the applicable registered mortgage or charge (as amended from time to time) in which this Standard Form Mortgage is incorporated by reference to its filing number (including all Schedules thereto), includes any such mortgage or charge registered electronically or otherwise and includes such mortgage or charge whether or not any provision of the Standard Form Mortgage is excluded or varied.
9. **"Mortgaged Land"** means the real property described in the Mortgage, all appurtenances thereto and all estates and interests therein, and includes all buildings, plant, machinery, crops, erections and improvements, fixed or otherwise, present or future, built, grown, placed or put thereon including all fences, heating equipment, plumbing equipment, antennae, radiators, mirrors, air-conditioning equipment, ventilating equipment, fire alarm and protective systems, lighting and lighting fixtures, hay racks, barn fixtures, milking machine equipment, water tanks, pumps and windmills, water bowls and pipes, feed boxes, litter carriers and tracks, mobile homes affixed to the real property, furnaces, boilers, oil burners, stokers, water heating equipment, cooking and refrigeration equipment, window blinds, floor coverings, storm windows, storm doors, window screens, door screens, shutters and awnings, all apparatus and equipment appurtenant thereto, and all other fixtures and accessions of any kind or nature.
10. **"Mortgagee"** means the mortgagee or chargee referred to in the Mortgage and its successors and assigns.

11. **"Mortgagee's Prime Rate"** means the fluctuating annual rate of interest determined by Bank of Montreal from time to time as the reference rate it will use to determine rates of interest payable by borrowers from Bank of Montreal of Canadian dollar loans made in Canada and designated by Bank of Montreal as its prime rate.
12. **"Mortgagor"** means the person or persons identified as the mortgagor or chargor in the Mortgage and his, her, its or their respective heirs, executors, administrators, personal representatives, successors and assigns.
13. **"Other Encumbrances"** means all statutory liens, construction liens, mechanics' liens, builders' liens, other liens, executions, mortgages, charges, and other encumbrances which charge or otherwise affect or could affect the Mortgaged Land but excludes the Mortgage.
14. **"Permitted Prior Mortgage"** means a mortgage or charge of the Mortgaged Land which ranks in priority to the Mortgage and which the Mortgagee has approved in writing.
15. **"Receiver"** means a receiver, receiver and manager or other similar person.
16. **"Schedule"** means a schedule to the Mortgage.
17. **"Taxes"** means all taxes, rates and assessments, municipal, provincial, federal or otherwise, with respect to the Mortgaged Land.

C. OPERATION OF THE MORTGAGE

1. *Charge of Mortgaged Land.* In consideration of other valuable consideration and a loan advance made or other credit extended by the Mortgagee to the Mortgagor (the receipt and sufficiency of which are acknowledged by the Mortgagor), the Mortgagor hereby mortgages and charges the Mortgaged Land to and in favour of the Mortgagee as security for payment to the Mortgagee of all Indebtedness and as security for the observance and performance by the Mortgagor of all other obligations of the Mortgagor pursuant to or in respect of the Mortgage or the Standard Form Mortgage. Subject to the provisions of the Mortgage, the Mortgagor releases to the Mortgagee, all the Mortgagor's claims upon the Mortgaged Land.
2. *Repayment of Principal on Demand.* The Mortgagor shall pay all Indebtedness to the Mortgagee on demand by the Mortgagee for payment.
3. *Restriction on Voluntary Prepayments.* The Mortgagor shall not be entitled to prepay voluntarily any principal amount (including any principal amount owing with respect to a revolving line of credit or a demand loan) except to the extent agreed to by the Mortgagee in writing.
4. *Calculation and Payment of Interest.* The Mortgagor shall pay to the Mortgagee when due interest payable by the Mortgagor on each part of the Indebtedness (including interest on overdue interest) at the Applicable Rate which applies to such part of the Indebtedness. Interest shall accrue on each part of the Indebtedness from the date such part is incurred to the date such part is paid to the Mortgagee in full. Interest shall, both before and after Default, be calculated and payable monthly not in advance on the first day of each month unless otherwise agreed by the Mortgagor and the Mortgagee in writing. Whenever there is more than one Applicable Rate, the Applicable Rate referred to in sections D, E, G, J and K shall, unless otherwise agreed by the Mortgagee in writing, be the higher or highest of such Applicable Rates.

5. *Continuing Security.* The Mortgage shall be continuing security in favour of the Mortgagee for the payment of all Indebtedness, notwithstanding at any time and from time to time there is:

- (a) any change in the nature, state or form of any account between the Mortgagor and the Mortgagee;
- (b) any new advance by the Mortgagee to the Mortgagor, whether by way of loan, discount, the drawing of a cheque against an account of the Mortgagor or otherwise;
- (c) any discount or acceptance by the Mortgagee from or for the Mortgagor of any note, bill of exchange or other negotiable instrument or commercial paper;
- (d) any credit of any amount to any account of the Mortgagor by reason of deposit of moneys or otherwise; or
- (e) any renewal, replacement, substitution or alteration of any note, bill of exchange or other negotiable instrument or other commercial paper from time to time held by the Mortgagee or any reduction, satisfaction, payment, release or discharge thereof or of any other security therefor.

Nothing herein shall prejudice any of the Mortgagee's rights pursuant to or in respect of any note, bill of exchange, other agreement or other security now or hereafter held by the Mortgagee.

6. *Divided Parts of Mortgaged Land.* Every part of the Mortgaged Land into which the Mortgaged Land may hereafter be divided by a plan of subdivision or otherwise shall continue to be charged with payment of all Indebtedness but the Mortgagee may discharge any part or parts of the Mortgaged Land with or without sufficient consideration and without releasing the Mortgagor from the Mortgage and no person shall have any right to require the Indebtedness to be apportioned between or among such parts.

7. *Application of Amounts Paid.* Any and all amounts received by the Mortgagee with respect to Indebtedness before a Default shall, unless otherwise specified by the Mortgagee in writing, be applied firstly to reduce compound interest, secondly to reduce interest (other than compound interest), thirdly to reduce principal and fourthly to reduce any other Indebtedness. Any and all amounts received by the Mortgagee after a Default (including any and all amounts received from any security held by the Mortgagee) shall be applied by the Mortgagee in the manner determined by the Mortgagee in its sole discretion.

8. *Discharge of Mortgage.* If the Mortgagor shall duly pay to the Mortgagee all Indebtedness and the Mortgagee is not then obligated to extend any credit to the Mortgagor, the Mortgagor may request from the Mortgagee a discharge of the Mortgage and, upon delivery by the Mortgagee to the Mortgagor of a discharge of the Mortgage, the Mortgage shall terminate and cease to operate; provided that the Mortgage shall not terminate or cease to operate while any Indebtedness remains unpaid or while the Mortgagee is obligated to extend any credit to the Mortgagor only because, at any prior time or times, all Indebtedness had been paid in full. The Mortgagee shall not be obligated to deliver any partial discharge of the Mortgage.

9. *Consolidation of Mortgages.* To the extent permitted by law, the doctrine of consolidation shall apply with respect to *inter alia* the Mortgage.

D. COVENANTS, REPRESENTATIONS AND WARRANTIES
OF MORTGAGOR

1. *Payment of Principal and Interest.* The Mortgagor shall pay to the Mortgagee when due all Indebtedness without deduction or set-off of any kind. The Mortgagor expressly agrees not to fail to pay any Indebtedness when due and not to reduce the amount of any due payment of any Indebtedness as a result, or in respect of any existing or future claim by the Mortgagor against the Mortgagee or against any other person whether such claim relates to any or all Indebtedness, the Mortgage, any other agreement between the Mortgagor and the Mortgagee, any other transaction or any other agreement or matter whatsoever.

2. *Observance and Performance of Other Obligations.* The Mortgagor shall duly and punctually observe and perform all the Mortgagor's existing and future obligations pursuant to the Mortgage and all the Mortgagor's existing and future obligations pursuant to any and all other existing and future agreements delivered by the Mortgagor to the Mortgagee or between the Mortgagor and the Mortgagee.

3. *Payment of Taxes.* The Mortgagor shall promptly pay all Taxes as they become due and, within one month after the date fixed for the payment of the last installment of Taxes in each year, shall deliver to the Mortgagee a receipted tax bill showing payment in full of all such Taxes payable during such year. If the Mortgagor fails to pay any Taxes as they become due, the Mortgagee may, at its option, pay the whole or any part of such Taxes. The amounts so paid by the Mortgagee shall be payable forthwith by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage.

4. *Good Title and Free From Encumbrances.* The Mortgagor represents and warrants to the Mortgagee that the Mortgagor is the legal and beneficial owner of, and has good, absolute and indefeasible title and estate in fee simple to the Mortgaged Land (or the leasehold interest therein if section E applies), free of any Other Encumbrances except any Permitted Prior Mortgage, statutory liens that secure payment of amounts not in arrears, public utilities easements or minor easements or restrictive covenants that do not impair the value, marketability or use of the Mortgaged Land or other encumbrances consented to by the Mortgagee in writing, and free of any reservations, limitations, provisos or conditions whatsoever except those contained in the original grant thereof, if any, from the Crown; the Mortgagor has good right, full power and lawful and absolute authority to mortgage and charge the Mortgaged Land (or, if section E applies, its leasehold interest therein) to the Mortgagee in accordance with the provisions of the Mortgage.

5. *Insurance.* The Mortgagor shall maintain, in form, substance and amount and with insurers satisfactory to the Mortgagee, all insurance required by the Mortgagee from time to time with respect to the Mortgaged Land (including boiler, property, public liability, rental, environmental and business interruption insurance and insurance covering all crops grown on the Mortgaged Land insuring such crops against damage by hail and against perils covered by all-risk crop insurance). The Mortgagor shall deliver to the Mortgagee, from time to time at the Mortgagee's request, certificates of insurance and certified copies of such insurance policies showing all loss payable to the Mortgagee as first mortgagee (subject to the interests of the holder of any Permitted Prior Mortgage) and loss payee and containing a mortgage clause satisfactory to the Mortgagee. As additional and separate security for payment of all Indebtedness, the Mortgagor hereby assigns to the Mortgagee all the Mortgagor's present and future interests in and to all such present and future insurance policies and all proceeds therefrom. The Mortgagor shall not repair any damage using proceeds of any insurance without the Mortgagee's prior written consent and the Mortgagee may, at its discretion, apply any and all insurance proceeds to reduce Indebtedness. If the Mortgagor fails to maintain insurance required by the Mortgagee, the Mortgagee may arrange insurance with respect to the Mortgaged Land, the Mortgagor shall pay to the Mortgagee, on demand by the Mortgagee, all amounts paid by the Mortgagee to effect such insurance and the Mortgagor shall pay interest thereon at the Applicable Rate; and all such amounts owing by the Mortgagor shall be part of the Indebtedness and secured by the Mortgage. The Mortgagor shall, forthwith on the occurrence of any loss or damage, furnish at the Mortgagor's own expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies. Any insurance monies received may, at the option of the Mortgagee, to the extent permitted by law, be applied to rebuild or repair the premises on the Mortgaged Land or be paid to the Mortgagor or any other person appearing by the registered title

to be or to have been the owner of the Mortgaged Land, or be applied to pay Indebtedness whether or not then due, despite any law, equity or statute to the contrary. The Mortgagor, to the extent permitted by law, hereby waives any statutory or other right it may have (including any right under the *Insurance Act* (Alberta) or the *Fire Prevention (Metropolis) Act* (Alberta)) to require any insurance proceeds to be applied in any particular manner.

6. *Payment of Other Encumbrances.* The Mortgagor shall promptly pay when due all amounts now or hereafter owing pursuant to or with respect to any Other Encumbrances and shall deliver to the Mortgagee, at the Mortgagee's request, evidence showing payment in full of all such amounts. If the Mortgagor fails to pay any Other Encumbrances when due, the Mortgagee may, at its option, pay the whole or any part of any present or future Other Encumbrances. The amounts so paid shall be payable forthwith by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage. In the event the Mortgagee pays any Other Encumbrance, it shall be entitled to all the equities, rights and securities of the person or persons so paid and to obtain an assignment of such Other Encumbrance so paid and of any right to payment and is hereby authorized to retain any discharge thereof without registration for so long as it may think fit to do so.

7. *Payment of Expenses.* The Mortgagor shall pay to the Mortgagee, on demand by the Mortgagee, all costs, charges, expenses (including legal fees as between a solicitor and his or her own client), commissions and fees which may be incurred by the Mortgagee in negotiating any credit or credits secured by the Mortgage, investigating the title to the Mortgaged Land, preparing and registering the Mortgage and other documents, administering any credit or credits extended by the Mortgagee to the Mortgagor, inspecting the Mortgaged Land, collecting any Indebtedness, taking any proceeding in connection with or to collect any Indebtedness, taking and maintaining possession of the Mortgaged Land, maintaining and repairing the Mortgaged Land, and taking any other enforcement proceedings. The Mortgagor shall deliver to the Mortgagee, at the Mortgagee's request, evidence showing payment in full of all such amounts. If the Mortgagor fails to pay any such amounts as they become due, the Mortgagee may, at its option, pay any such amounts and the amounts so paid by the Mortgagee shall be payable forthwith by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage.

8. *Compliance with Laws.* The Mortgagor represents and warrants to the Mortgagee that, as at the date of the Mortgage, the Mortgagor has complied with, and the Mortgagor agrees that it shall comply with all laws, by-laws and regulations affecting the Mortgaged Land and all orders and decisions of any governmental authority, governmental agency or court having jurisdiction affecting the Mortgaged Land (including all such laws, by-laws, regulations, orders and decisions relating to the environment or to residential or other property, including those relating to the amount of rent charged by the Mortgagor with respect to any part of the Mortgaged Land). The Mortgagor shall, at the Mortgagor's expense, promptly and in good and workmanlike manner make all improvements, alterations, clean-ups and repairs and effect any change in use that may be required from time to time to so comply.

9. *Maintain in Good Repair and Avoid Waste.* The Mortgagor represents and warrants to the Mortgagee that, as at the date of the Mortgage, all buildings, erections, equipment, machinery and improvements on the Mortgaged Land are in good condition and repair and that all noxious weeds have been eradicated from the Mortgaged Land. The Mortgagor shall maintain all buildings, erections, equipment, machinery and improvements on the Mortgaged Land in good condition and repair to the satisfaction of the Mortgagee, shall eradicate all noxious weeds from the Mortgaged Land and shall not permit waste to be committed or suffered on the Mortgaged Land or any part thereof. The Mortgagee or its agent shall be entitled, from time to time, to enter on the Mortgaged Land to inspect the Mortgaged Land and to undertake any tests (including intrusive environmental tests) required by the Mortgagee. If the Mortgagor neglects to keep the Mortgaged Land or any buildings, erections, equipment, machinery or improvements on the Mortgaged Land in good condition and repair, fails to eradicate noxious weeds from the Mortgaged Land or commits or permits any act of waste on the Mortgaged Land (as to which the Mortgagee shall be the sole judge), or fails to comply with section D.8., the Mortgagee or its agent may enter upon the Mortgaged Land and make such repairs and undertake such work and take such action as the Mortgagee deems necessary. All costs of such inspection, testing, repairs, work and action shall be payable forthwith by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage.

10. *Environmental Representation and Indemnity.* The Mortgagor represents and warrants to the Mortgagee that there has not occurred, after the date the Mortgagor acquired an interest in the Mortgaged Land, any spill, leak, contamination or other material environmental problem affecting the Mortgaged Land or any part thereof (other than any such spill, leak, contamination or other environmental problem which has been remedied). The Mortgagor shall indemnify and save harmless the Mortgagee and any Receiver of the Mortgaged Land from any and all expenses and damages incurred or suffered by the Mortgagee or such Receiver as a result, or in respect of any spill, leak, contamination or other environmental problem affecting the Mortgaged Land or any part thereof. This indemnity shall survive the payment of all Indebtedness and the satisfaction, discharge or enforcement of the Mortgage or any other security.

11. *No Alterations or Change in Use.* The Mortgagor shall not, without the prior written consent of the Mortgagee, make, or permit to be made, any alterations or additions to the Mortgaged Land or any building thereon or change the Mortgagor's use of the Mortgaged Land or any building thereon and the Mortgagor shall not allow the Mortgaged Land to be unoccupied or unused.

12. *No Unapproved Charge or Encumbrance by Mortgagor.* The Mortgagor shall not, without the Mortgagee's prior written consent, mortgage, charge, lien or encumber the Mortgaged Land or any part thereof or any interest therein or permit any Other Encumbrance to remain thereon except for any Permitted Prior Mortgage, statutory liens that secure payment of amounts not in arrears and public utilities easements or minor easements or restrictive covenants that do not impair the value, marketability or use of the Mortgaged Land.

13. *Change in Ownership or Spousal Status.* Upon any change or event affecting any of the following, namely:

- (a) the spousal status of the Mortgagor, if the Mortgagor is an individual;
- (b) the qualification of the Mortgaged Land as a matrimonial home; or
- (c) the ownership of the Mortgaged Land,

the Mortgagor shall forthwith advise the Mortgagee accordingly in writing and furnish the Mortgagee with full particulars thereof, the intention being that the Mortgagee shall be kept fully informed of the names and addresses of the owner or owners of the Mortgaged Land and of any spouse who is not an owner but who may have a legal right of possession of or interest in the Mortgaged Land. The Mortgagor shall furnish the Mortgagee with such evidence in connection with any of subsections (a), (b) and (c) of this provision as the Mortgagee may from time to time request.

14. *Expropriation.* If the Mortgaged Land or any part thereof is condemned or expropriated to an extent which, in the Mortgagee's sole discretion, materially affects the Mortgagee's security, all Indebtedness shall, at the option of the Mortgagee, be deemed to have become due and payable on the day before such condemnation or expropriation, and interest shall continue to accrue thereon, at the Applicable Rate, until the Mortgagee has been paid all Indebtedness. The Mortgagor shall pay to the Mortgagee from any condemnation or expropriation proceeds the full amount thereof, to be applied by the Mortgagee to reduce Indebtedness. The Mortgagor acknowledges that it has been advised by its counsel as to the meaning of section 49 of the *Expropriation Act* (Alberta), and being fully aware that under the terms of the said Act the Mortgagee may be restricted to recovering the market value of the Mortgage at the date of any expropriation, the Mortgagor hereby waives the provisions of section 49 of the *Expropriation Act* (Alberta) and further waives any provisions which may be enacted and in force from time to time in replacement of, or in addition to, the provisions of section 49 of the *Expropriation Act* (Alberta).

15. *Power of Attorney.* The Mortgagor hereby irrevocably appoints the Mortgagee or any Receiver appointed by the Mortgagee under or pursuant to the Mortgage or by any order of a court of competent jurisdiction, as the Mortgagor's attorney for all purposes to take any and all action deemed appropriate by the Mortgagee or such Receiver after the occurrence of a Default. Such appointment shall, for the purposes of section 115(5) of the *Land Titles Act* (Alberta), constitute an irrevocable power of attorney granted by the Mortgagor. The Mortgagee shall have full power of substitution and may provide any Receiver with the power to exercise such rights as attorney hereunder, and may at any time revoke any such substitution.

16. *Further Assurances.* The Mortgagor shall (and shall cause each person having or claiming to have an estate, right, title or interest in or to the Mortgaged Land to) at any time and from time to time, at the Mortgagee's request, do, execute and deliver or cause to be made, executed and delivered to the Mortgagee such further and other reasonable acts, deeds, conveyances, charges and assurances as may be required by the Mortgagee to fully and effectually carry out the intention and meaning of the Mortgage and the provisions included in the Mortgage and the reasonable cost of such further assurances shall be part of the Indebtedness and secured by the Mortgage.

17. *Business Purposes Only.* The Mortgagor shall use only for business purposes any amounts loaned by the Mortgagee to the Mortgagor and secured by the Mortgage.

18. *No Registration of Condominiums or Strata Title Developments.* The Mortgagor shall not, without the Mortgagee's prior written consent, register any condominium or strata title development with respect to all or part of the Mortgaged Land or any declaration or description with respect thereto and the Mortgagee shall not have any obligation to provide such consent.

19. *Delivery of Information.* The Mortgagor shall deliver to the Mortgagee, promptly at the Mortgagee's request, all financial statements and other information as the Mortgagee may request from time to time with respect to the Mortgagor, a Guarantor or the Mortgaged Land.

20. *No Litigation or Other Proceedings.* The Mortgagor represents and warrants that, as at the date of the Mortgage, there is no application, litigation, proceeding or investigation outstanding or, to the Mortgagor's knowledge, pending or threatened, against the Mortgagor or any Guarantor or with respect to the Mortgaged Land or any part thereof including any application, litigation, proceeding or investigation in respect of residential or other property by-laws or regulations. The Mortgagor shall notify the Mortgagee in writing of any such application, litigation, proceeding or investigation commenced after the date of the Mortgage, promptly after such commencement.

21. *Mortgagor a Canadian Resident.* The Mortgagor represents and warrants that, as at the date of the Mortgage, it is not a non-resident of Canada for purposes of the Income Tax Act and agrees that the Mortgagor shall not, without the Mortgagee's prior written consent, become a non-resident of Canada.

22. *Good Management of Mortgaged Land.* The Mortgagor shall at all times cause the Mortgaged Land to be managed in a commercially reasonable manner by the Mortgagor or by a property manager satisfactory to the Mortgagee, acting reasonably.

E. MORTGAGE OF LEASEHOLD INTEREST

If the Mortgagor is not the owner of the Mortgaged Land in fee simple but is the owner of a leasehold interest in the Mortgaged Land as tenant, or as an assignee or successor of a tenant, pursuant to a Lease, the following provisions shall apply:

1. *Representations and Warranties.* The Mortgagor represents and warrants to the Mortgagee that, as at the date of the Mortgage:

- (a) the Lease is a good, valid and subsisting lease and has not been surrendered, forfeited or terminated or, except as specified in the Mortgage, amended, and the rents, covenants and provisions therein reserved and contained have been duly paid, performed and observed by the Mortgagor up to the date of the Mortgage; and
- (b) the Mortgagor has good right and full, lawful and absolute authority to charge, mortgage, demise and sublet the Mortgaged Land in accordance with the Mortgage and any consent thereto required of the applicable landlord has been obtained.

2. *Covenants Relating to Lease.* The Mortgagor agrees with the Mortgagee as follows:

- (a) The Mortgagor shall at all times fully perform and comply with all the obligations of the Mortgagor under or with respect to the Lease, or imposed on, assumed by or agreed to by the Mortgagor pursuant to any Other Encumbrances and, if the Mortgagor fails to do so, the Mortgagee may (but shall not be obliged to) take any action the Mortgagee deems necessary or desirable to prevent or to cure any default by the Mortgagor in the performance of or compliance with any such obligations. The Mortgagor shall promptly provide to the Mortgagee a copy of any notice the Mortgagor receives from the landlord, any prior mortgagee or encumbrancer, any claimant of any of the Other Encumbrances or any other person under or relating to the Lease of the Mortgaged Land. Upon receipt by the Mortgagee from the Mortgagor, the landlord, any prior mortgagee or encumbrancer, any claimant of any of the Other Encumbrances or any other person of any notice, including a notice of default, the Mortgagee may rely thereon and take any action with respect to such notice as may be required in the Mortgagee's sole discretion, including to cure a default even though the existence of such default or the nature thereof may be questioned or denied by or on behalf of the Mortgagor and the Mortgagee shall have the absolute and immediate right to enter in and upon the Mortgaged Land or any part thereof to such extent and as often as the Mortgagee, in its sole discretion deems necessary or desirable, in order to prevent or to cure any such default. The Mortgagee may pay and expend such amounts as the Mortgagee in its sole discretion deems necessary for any such purpose, and the amounts so paid shall be payable by the Mortgagor to the Mortgagee on demand by the Mortgagee with interest thereon at the Applicable Rate, and shall be a part of the Indebtedness and be secured by the Mortgage.
- (b) If the Mortgage is outstanding at the expiration of the term of the Lease and the Mortgagor refuses or neglects to exercise the Mortgagor's right, if any, to renew or extend the term of the Lease or refuses to pay any fees, costs, charges or expenses payable upon any such renewal or extension, the Mortgagee may effect such renewal or extension in the name of the Mortgagor or otherwise, and every such renewed or extended Lease shall remain and be mortgaged and charged pursuant to the Mortgage in accordance with the Mortgage.
- (c) From and after the execution and delivery of the Mortgage, the Mortgagor shall stand possessed of the Mortgaged Land for the remainder of the Lease in trust for the Mortgagee, and shall exercise any right to renew or extend the term of the Lease or to assign the Lease as the Mortgagee may direct, but subject to the

Mortgagor's right of redemption under the Mortgage. The Mortgagor hereby irrevocably appoints the Mortgagee as the Mortgagor's attorney for and on behalf of the Mortgagor to exercise any such renewal or extension right and to assign the Lease and convey the leasehold interest in the Mortgaged Land and the reversion thereof as the Mortgagee shall at any time direct after the occurrence of a Default and, in particular, upon any sale made by the Mortgagee under any power of sale contained in the Mortgage or granted by statute to assign the Lease and convey the Mortgagor's leasehold interest in the Mortgaged Land and the reversion to a purchaser. The Mortgagee may at any time remove the Mortgagor or any other person from being a trustee of the Lease under the above declaration of trust and appoint a new trustee or trustees.

- (d) The Mortgagor shall not surrender, terminate, amend or modify the Lease or agree to do so without the prior written consent of the Mortgagee, which the Mortgagee may withhold in its absolute discretion. No release or forbearance of any of the Mortgagor's obligations under the Lease or under any Other Encumbrance shall release the Mortgagor from any of the Mortgagor's obligations under the Mortgage.
- (e) Unless the Mortgagee expressly consents in writing, the title in fee simple to the Mortgaged Land and the leasehold estate shall not merge but shall always remain separate and distinct, notwithstanding the union of said estates by purchase or otherwise.

3. *Last Day of Term Excepted.* Despite any other provision of the Mortgage, the last day of the term of the Lease and of any renewal or extension thereof and of any agreement therefor now held or hereafter acquired by the Mortgagor shall be excepted out of the mortgage, charge and demise contained in the Mortgage.

4. *Charge by way of Sublease.* Despite section C.1. and any other provision of the Mortgage (except section E.3.), the Mortgagor mortgages and charges, by way of sublease, the Mortgagor's leasehold interest in the Mortgaged Land pursuant to the Lease, the mortgages and charges contained in the Mortgage shall be by way of sublease and the Mortgagee shall not have any obligation or liability to the landlord or any other person pursuant to or in respect of the Lease.

5. *Leasehold Interests.* Wherever any reference is made in the Mortgage to any right of the Mortgagee to sell, transfer, assign, lease, sublease, alienate or otherwise deal with the Mortgaged Land, such reference shall be deemed, subject to section E.3., to relate to the existing and future rights and interests of the Mortgagor in the Mortgaged Land pursuant to the Lease.

F. ASSIGNMENT OF LEASES AND RENTS

If the Mortgagor or any predecessor of the Mortgagor grants or has granted any lease, offer to lease, tenancy agreement or other similar agreement of all or any part of the Mortgaged Land as landlord, the following provisions shall apply:

1. *Assignment.* As additional and separate security for payment of all Indebtedness, the Mortgagor hereby assigns, transfers and sets over to the Mortgagee, all the Mortgagor's rights and interests as landlord in all existing and future leases, tenancy agreements, offers to lease and other similar agreements with respect to all or part of the Mortgaged Land, and all rents, incomes, profits and other amounts now or hereafter arising from or out of all or part of the Mortgaged Land or any building, improvement, fixture or part thereof forming part of the Mortgaged Land.

2. *Separate Assignments.* The assignment of each of the foregoing and of each of the rents, incomes, profits and other amounts by the Mortgagor to the Mortgagee pursuant to section F.1. shall be deemed to be a separate assignment so that the Mortgagee in its discretion may exercise its rights in respect of any or all of such leases, offers to lease, tenancy agreements or other similar agreements or the rents, incomes, profits or other amounts paid or payable thereunder.

3. *Collection by Mortgagor before Default.* Until there occurs a Default, the Mortgagor may collect, retain and apply all rents, incomes, profits and other amounts and deal with all leases,

offers to lease, tenancy agreements and other similar agreements from time to time in accordance with sound business practice.

4. *No Liability of Mortgagee and Indemnity by Mortgagor.* Nothing herein shall obligate the Mortgagee to assume or perform (and nothing herein shall impose on the Mortgagee) any liability or obligation of the Mortgagor to any tenant or other person pursuant to or in respect of any lease, offer to lease, tenancy agreement, other similar agreement or otherwise and the Mortgagor hereby indemnifies and saves harmless the Mortgagee from any and all claims with respect thereto, provided that the Mortgagee may, at its sole option, assume or perform any such obligations as it considers necessary or desirable.

5. *Re-assignment.* The Mortgagee may, at any time without further request or agreement by the Mortgagor, reassign to the Mortgagor, or the Mortgagor's heirs, administrators, successors or assigns, any or all of the collateral referred to in section F.1.

6. *Application by Mortgagee.* The Mortgagee's obligations with respect to any amount collected by the Mortgagee shall be discharged by the application of such amount to reduce Indebtedness.

7. *Not Mortgagee in Possession.* Nothing contained herein shall have the effect of making the Mortgagee a mortgagee in possession of the Mortgaged Land.

G. CONDOMINIUM OR STRATA TITLE DEVELOPMENT PROVISIONS

If the Mortgaged Land is or includes one or more condominium units or strata title units, the following provisions shall apply:

1. *Compliance with Requirements.* The Mortgagor shall observe and perform each of the covenants and provisions required to be observed and performed pursuant to the Mortgage, all applicable statutes governing or affecting condominiums or strata title developments, and the declaration, description, by-laws and rules, as amended from time to time, of the applicable condominium corporation or strata corporation.
2. *Common Expense Payments.* The Mortgagor shall pay promptly when due any and all unpaid condominium or strata development fees, common expenses, common element expenses, assessments, levies, instalments, payments or any other amounts due to the applicable condominium corporation or strata corporation or any agent thereof by the Mortgagor and, at the Mortgagee's request, deliver to the Mortgagee evidence of the payment thereof.
3. *Right of Mortgagee to Pay.* If the Mortgagor does not pay when due any condominium or strata development fees, common expenses or other amounts referred to in section G.2., the Mortgagee may (but shall not be obliged to) pay such amounts, the Mortgagor shall forthwith pay such amounts to the Mortgagee with interest thereon at the Applicable Rate, and all such amounts owing by the Mortgagor to the Mortgagee shall be a part of the Indebtedness and secured by the Mortgage.
4. *Voting by Mortgagee.* The Mortgagor hereby irrevocably authorizes the Mortgagee to exercise the rights of the Mortgagor as an owner of the Mortgaged Land to vote or to consent in all matters relating to the affairs of the condominium corporation or strata corporation or arising under applicable law or the declaration or by-laws of the condominium or strata corporation, provided that:
 - (a) in any case where the Mortgagee is entitled to receive and does receive notice of a meeting of owners, the Mortgagee may notify the condominium or strata corporation and the Mortgagor of its intention to exercise the right of the owner to vote or to consent at such meeting at least two days before the date specified in the notice for the meeting, failing which the Mortgagor may exercise such right to vote or consent at such meeting;
 - (b) the Mortgagee shall not, by virtue of the giving to the Mortgagee of the right to vote or consent, be under any obligation to vote or consent or to protect the interests of the Mortgagor, and the Mortgagee shall not be responsible for any exercise or failure to exercise the right to vote or consent; and
 - (c) nothing herein contained, including the exercise by the Mortgagee of the right to vote or consent, shall constitute the Mortgagee a mortgagee in possession.

H. MORTGAGE AS SECURITY FOR A GUARANTEE

If the Mortgagor has delivered to the Mortgagee or now or hereafter delivers to the Mortgagee a guarantee or guarantees of payment to the Mortgagee of indebtedness or liability of another or others, the Indebtedness shall include all indebtedness and liability now or hereafter owing by the Mortgagor to the Mortgagee pursuant to such guarantee or guarantees, whether direct or indirect, absolute or contingent, and the Mortgage shall secure payment of all such indebtedness and liability of the Mortgagor pursuant to such guarantee or guarantees in addition to all other Indebtedness. If any such guarantee is increased or otherwise amended, the Mortgage shall also secure payment of all indebtedness and liability now or hereafter owing by the Mortgagor to the Mortgagee pursuant to such guarantee as increased or otherwise amended.

I. DEFAULT

The Mortgagor shall be in default of the Mortgage and a Default shall occur pursuant to the Mortgage if:

1. the Mortgagor fails to pay any Indebtedness when due;
2. the Mortgagor or a Guarantor fails to comply with any obligation of the Mortgagor or the Guarantor pursuant to or in respect of the Mortgage or any existing or future note, instrument or agreement delivered by the Mortgagor and the Guarantors (or any of them) to the Mortgagee or between the Mortgagor and the Guarantors (or any of them) and the Mortgagee;
3. the Mortgagor fails to comply with any obligation of the Mortgagor pursuant to or in respect of any Permitted Prior Mortgage or any Other Encumbrance;
4. any representation or warranty made by the Mortgagor or a Guarantor in the Mortgage, any agreement between the Mortgagor and the Guarantors (or any of them) and the Mortgagee, or any loan or credit application made in connection with any Indebtedness was untrue when made;
5. a Receiver is appointed of any asset of the Mortgagor or of a Guarantor;
6. any construction lien, mechanics' lien or builders' lien is registered against all or any part of the Mortgaged Land and is not discharged within seven days after a request by the Mortgagee that such lien be discharged;
7. all or any part of the Mortgaged Land is condemned or expropriated;
8. the Mortgagor or a Guarantor becomes bankrupt or insolvent;
9. a petition in bankruptcy is filed against the Mortgagor or a Guarantor;
10. the Mortgagor or a Guarantor makes a proposal in bankruptcy or files a notice of intention to make a proposal in bankruptcy;
11. the Mortgagor or a Guarantor makes an application as a debtor in any Insolvency Proceeding or any other person makes an application against the Mortgagor or a Guarantor in any Insolvency Proceeding;
12. the Mortgagor sells, transfers or disposes of in any other manner the Mortgaged Land, any part thereof or any interest therein (unless the Mortgagee has approved in writing such sale, transfer or other disposition);
13. an execution, judgment or order of execution is filed or made against the Mortgaged Land or any part thereof and remains unsatisfied for a period of ten days;
14. the Mortgagor fails to pay when due any amount owing by the Mortgagor to the applicable condominium corporation or strata corporation or any agent thereof referred to in section G.2.; or

15. the Mortgagor or a Guarantor is not an individual and a change in control of the Mortgagor or such Guarantor occurs without the prior written consent of the Mortgagee; for the purposes hereof, a change in control of the Mortgagor or a Guarantor shall be deemed to occur if there occurs one or more sales, transfers or other dispositions of the beneficial ownership existing on the date of the Mortgage in the aggregate of:
- (a) shares, other securities or other equity interests issued by the Mortgagor or such Guarantor which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by the Mortgagor or such Guarantor; or
 - (b) shares, other securities or equity interests issued by any Controlling Entity which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by such Controlling Entity.

J. REMEDIES OF MORTGAGEE

1. *Acceleration and Termination of Obligation to Extend Credit.* Without prejudice to any right of the Mortgagee to demand at any time payment by the Mortgagor of any and all Indebtedness, upon the occurrence of a Default all Indebtedness (or any part thereof determined by the Mortgagee) shall, at the Mortgagee's option, forthwith become due and payable, the Mortgage shall become enforceable and the Mortgagee shall not be obligated to extend any further credit to the Mortgagor.
2. *Right of Entry.* Upon the occurrence of a Default, the Mortgagee may, at any time or times without the concurrence of any person, enter upon, take and maintain possession of the Mortgaged Land, inspect, complete the construction of, repair or maintain any buildings or other improvements thereon, lease, collect the rents, profits and other amounts derived from the Mortgaged Land and manage the Mortgaged Land as the Mortgagee may deem fit without hindrance or interruption by the Mortgagor or any other person, and all reasonable costs, charges and expenses, including legal fees on a solicitor and his or her own client basis, and disbursements, commissions and allowances for the time and services of any employees of the Mortgagee or any agent of the Mortgagee or other persons appointed for any such purpose shall be forthwith payable by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage. Upon the occurrence of a Default, the Mortgagee may also enforce its security against all crops growing on the Mortgaged Land, the Mortgagee may, at any time or times without the concurrence of any person, enter upon the Mortgaged Land for the purpose of cutting, harvesting and removing such crops and for otherwise farming and working the Mortgaged Land, the Mortgagee may bring on the Mortgaged Land all machines, equipment and instruments necessary for such purposes, and the Mortgagee may use all yards, barns, granaries, grain bins or all other improvements and equipment located on the Mortgaged Land to carry out any of such activities.
3. *Sale or Lease.* Upon Default, the Mortgagee may without notice sell the whole or any part or parts of the Mortgaged Land by public auction or private contract, or partly one and partly the other, on such terms as to credit or otherwise as to the Mortgagee shall appear most advantageous and for such prices as can reasonably be obtained therefor. Sales may be made from time to time of portions of the Mortgaged Land to satisfy interest or parts of the principal, interest or other monies due, leaving the balance thereof to accrue interest, payable as aforesaid. The Mortgagee may make any stipulations as to title, or evidence of commencement of title, or otherwise, as the Mortgagee shall deem proper. The Mortgagee may buy in at any sale of, or rescind or vary any contract for sale of, any of the Mortgaged Land and resell, without being answerable for loss occasioned thereby. In case of a lease of any of the Mortgaged Land or a sale on credit, the Mortgagee shall only be bound to apply to payment of Indebtedness such monies as have been actually received from the lessee or purchaser. For any of such purposes the Mortgagee may make and execute all agreements and assurances as the Mortgagee deems fit. To enable the Mortgagee to exercise the powers granted to it hereunder, the Mortgagor hereby irrevocably appoints the Mortgagee as its attorney and on its behalf to effect any sale, lease or other disposition of the Mortgaged Land, and to execute all instruments and deeds, and do all acts, matters and things that may be necessary or advisable in the name of or on behalf of the Mortgagor or otherwise. Any deed, lease, agreement or other instrument required to be signed

under seal and signed by the Mortgagee under its seal pursuant hereto shall have the same effect as if it were signed under the corporate seal of the Mortgagor.

4. *Additional Sale or Lease Provisions.* The following shall apply with respect to any sale or lease by the Mortgagee, its agent or any Receiver of all or part of the Mortgaged Land after the occurrence of a Default:

- (a) no purchaser or lessee shall be bound to enquire into the legality, regularity or propriety of any sale or lease or be affected by notice of any irregularity or impropriety and no lack of default or lack of notice or other requirement or any irregularity or impropriety of any kind shall invalidate any sale or lease;
- (b) the Mortgagee may sell or lease all or part of the Mortgaged Land without entering into actual possession of the Mortgaged Land and, when it desires to take possession, it may break locks and bolts and while in possession shall only be accountable for moneys actually received by it;
- (c) the Mortgagor hereby appoints the Mortgagee as the Mortgagor's true and lawful attorney and agent to make application under any statute for consent to sever, sell or lease part or parts of the Mortgaged Land and to do all things and execute all documents to effectually complete any such severance, sale or lease;
- (d) the Mortgagee may lease or take sale proceedings notwithstanding that other mortgage proceedings have been taken or are then pending;
- (e) the Mortgagee shall not be responsible for any loss which may arise by reason of any such leasing or sale of the Mortgaged Land unless such loss is caused by the Mortgagee's willful misconduct; and
- (f) no sale, leasing or other dealing by the Mortgagee with the Mortgaged Land or any part thereof shall in any way change the liability of the Mortgagor or in any way alter the rights of the Mortgagee as against the Mortgagor or any other person liable for payment of any Indebtedness.

5. *Attornment.* To the extent the Mortgaged Land or any part thereof is not a residential premises so as to be subject to the provisions of the applicable statute governing residential tenancies and to the extent permitted by law, the Mortgagor hereby attorns to and becomes a tenant of such Mortgaged Land to the Mortgagee from year to year from the date of the execution of the Mortgage until the Mortgage is discharged at a rental equivalent to and applicable in satisfaction of the interest payments forming part of the Indebtedness, the legal relation of landlord and tenant being hereby constituted between the Mortgagee and the Mortgagor in regard to the Mortgaged Land. The Mortgagor agrees that neither the existence of this provision nor anything done by virtue hereof shall impose any obligation on the Mortgagee or render the Mortgagee a mortgagee in possession or accountable for any moneys except moneys actually received by the Mortgagee and the Mortgagee may, upon the occurrence of any Default, enter on the Mortgaged Land and terminate the tenancy hereby created without notice.

6. *Right to Distrain.* Upon the occurrence of a Default, to the extent permitted by law, the Mortgagee may distrain for payment of any and all Indebtedness upon the Mortgaged Land or any part thereof and all chattels situated thereon and by distress warrant recover, by way of rent reserved from the Mortgaged Land, such moneys as shall from time to time be or remain in arrears and all costs, charges and expenses incurred by or on behalf of the Mortgagee with respect to or in connection therewith as in like cases of distress for rent. The Mortgagor waives the right to claim exceptions and agrees that the Mortgagee shall not be limited in the amount for which it may distrain.

7. *Judgments and Non-Merger.* The taking of a judgment or judgments with respect to any of the covenants contained herein, in the Mortgage or otherwise shall not operate as a merger of any such covenants or affect the Mortgagee's right to receive interest under the Mortgage and each such judgment may provide, at the option of the Mortgagee, that interest thereon shall be computed and payable until such judgment has been fully paid and satisfied.

8. *Separate Remedies.* All remedies of the Mortgagee may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights of the Mortgagee however created.

9. *Application of Proceeds and Mortgagor's Liability for Deficiency.* All amounts received by the Mortgagee or any Receiver pursuant to any enforcement of the Mortgage may be held by the Mortgagee as security for the Indebtedness or applied to reduce Indebtedness in such manner as may be determined by the Mortgagee and the Mortgagee may at any time apply or change any such appropriation of such payments to such part or parts of the Indebtedness as the Mortgagee may determine in its sole discretion. The Mortgagor shall be and remain liable to the Mortgagee for any deficiency. Any surplus amounts realized after payment of all Indebtedness shall be paid in accordance with applicable law.

10. *Mortgagor's Insolvency Proceedings.* The Mortgagor acknowledges that the Mortgaged Land is of such a unique nature that, if the Mortgagor seeks to reorganize or restructure its affairs pursuant to any Insolvency Proceeding, the Mortgagee would not have a sufficient commonality of interest with any other creditor or creditors of the Mortgagor such that the Mortgagee would be required to vote on any plan, reorganization, arrangement, compromise or other transaction in a class with any other creditor or creditors of the Mortgagor and, in that regard, the Mortgagor agrees that the Mortgagee shall be placed in its own exclusive class of creditors for voting purposes. The Mortgagor further agrees that:

- (a) it will give the Mortgagee not less than 10 days written notice prior to the commencement of any Insolvency Proceeding with respect to the Mortgagor;
- (b) in no circumstance will the Mortgagor seek an order which stays any right of the Mortgagee or, to the extent permitted by law, permit any right of the Mortgagee to be stayed, in any Insolvency Proceeding and, if any court-ordered or automatic stay is imposed on the Mortgagee, the Mortgagor hereby consents to an order lifting such stay as against the Mortgagee;
- (c) if an Insolvency Proceeding is commenced with respect to the Mortgagor, the Mortgagor will consent to an order directing that all rents or other revenues generated or received from or in respect of the Mortgaged Land be deposited to a segregated trust account under the sole control of the Mortgagee and that same shall not result in the Mortgagee's being a mortgagee in possession of, or in control or management of the Mortgaged Land or result in the acceleration of payment of any Indebtedness unless such acceleration is required by the Mortgagee in writing; and
- (d) it shall not, without the Mortgagee's prior written consent, propose or permit the sale or transfer of the Mortgaged Land or any part thereof, in or as part of any Insolvency Proceeding, for a net sale price less than the amount required to pay in full all Indebtedness outstanding as at the date of payment of such net sale proceeds to the Mortgagee.

K. APPOINTMENT OF A RECEIVER

1. *Appointment.* Upon the occurrence of a Default, in addition to any other remedies available to the Mortgagee, the Mortgagee may by instrument in writing appoint a Receiver of all or any part of the Mortgaged Land and all rents, incomes, profits and other amounts now or hereafter arising therefrom. The Mortgagee may also apply to any court of competent jurisdiction for the appointment of a Receiver.

2. *Powers of Receiver.* Any Receiver appointed by the Mortgagee shall, to the extent permitted by law, have the following powers:

- (a) to enter upon, take possession of, use, and occupy the Mortgaged Land or any part thereof;
- (b) to collect all rents, incomes, profits and other amounts in respect of the Mortgaged Land and to carry on the business of the Mortgagor on the Mortgaged Land;

- (c) to borrow money required for the maintenance, preservation or protection of the Mortgaged Land or for carrying on the business of the Mortgagor and, in the discretion of the Receiver, to charge the Mortgaged Land in priority to the Mortgage as security for the principal amounts so borrowed, interest thereon and costs related thereto;
- (d) to sell, lease, or otherwise dispose of the Mortgaged Land or any part thereof on such terms and conditions and in such manner as the Receiver shall determine in its sole discretion, and to effect such sale by conveying in the name and on behalf of the Mortgagor or otherwise;
- (e) to demand, commence, continue or defend any judicial or administrative proceedings for the purpose of protecting, seizing, collecting, realizing or obtaining possession of the Mortgaged Land, and to give valid and effectual receipts and discharges therefor and to compromise or give time for the payment or performance of all or any part of the rents, accounts receivable or any other obligation of any person to the Mortgagor;
- (f) to exercise any rights or remedies which could have been exercised by the Mortgagee against the Mortgagor or the Mortgaged Land or with respect thereto; and
- (g) to execute all documents required to effect any of the foregoing.

3. *Identity of Receiver and Removal.* Any Receiver so appointed by the Mortgagee may be any person or persons satisfactory to the Mortgagee, and the Mortgagee may remove any Receiver so appointed and appoint another or others instead.

4. *Receiver as Agent of Mortgagor.* Any Receiver appointed by the Mortgagee shall be deemed to be agent of the Mortgagor unless the Mortgagee expressly specifies in writing that the Receiver shall be agent of the Mortgagee. The Mortgagor agrees to ratify and confirm all actions of the Receiver acting as agent for the Mortgagor and to release and indemnify the Receiver in respect of all such actions.

5. *Receivership Expenses.* The Mortgagor shall pay to the Receiver, forthwith on demand by the Mortgagee or the Receiver, the amount of all reasonable fees, disbursements and other expenses incurred by the Receiver in the exercise of its powers hereunder, with interest thereon at the Applicable Rate from the date on which such sums are incurred. All such sums, together with interest thereon at the Applicable Rate, shall be part of the Indebtedness and secured by the Mortgage.

6. *No Enquiries Required.* No persons dealing with the Receiver or its agents, upon any sale or other dealing with the Mortgaged Land, shall be concerned to inquire as to their powers or as to the application of any money paid to them, such sale or dealing shall be deemed as regards such person to be within the powers hereby conferred and to be valid and effectual.

L. MISCELLANEOUS

1. *Records of Mortgagee.* The records of the Mortgagee disclosing the amount of an extension of credit by the Mortgagee to the Mortgagor, the repayment of any principal amount of Indebtedness, the amount of accrued and unpaid interest owing by the Mortgagor and the amount of other Indebtedness (or any part thereof) at any time outstanding, shall constitute conclusive evidence thereof in the absence of mathematical error.

2. *Revolving Line of Credit.* The Mortgagee may wish to make loan advances and re-advances or otherwise extend credit to the Mortgagor from time to time up to a total outstanding principal amount not exceeding the principal amount referred to in the Mortgage. Accordingly, the Mortgage shall be deemed to be a revolving line of credit mortgage within the meaning of, and shall take priority in accordance with, the provisions dealing with same in the *Land Titles Act* (Alberta). The Mortgage is and shall be continuing security to the Mortgagee for the payment of all Indebtedness. Any portion of the Indebtedness may be advanced or re-advanced by the Mortgagee or other credit may be extended by the Mortgagee in one or more sums at any future time or times and the amount of all such advances, re-advances or other credits when so made or

extended shall be secured by the Mortgage and be payable by the Mortgagor with interest thereon at the Applicable Rate and the Mortgage shall be deemed to be taken as security for the ultimate balance of the monies hereby secured, provided that none of the execution or registration of the Mortgage or the advance in part of any monies or extension of any other credit by the Mortgagee shall obligate the Mortgagee to advance any unadvanced portion thereof or to extend any other credit. The Mortgage shall not be void or cease to operate because the Indebtedness secured hereby has at any time or times been paid in full.

3. *Assignment and Syndication.* The Mortgagee shall be entitled from time to time, both before and after a Default, without notice to, or the consent of the Mortgagor or any Guarantor:

- (a) to sell or assign all or part of the Indebtedness and the Mortgagee's interests in the Mortgage and any other security and agreements held by the Mortgagee; and
- (b) to syndicate all or part of the Indebtedness, the Mortgage and any other security and agreements held by the Mortgagee and to grant participations therein.

To facilitate the foregoing, the Mortgagee may provide each prospective purchaser, assignee, syndicated lender or participant and their respective advisers with financial and other information concerning the Indebtedness, the Mortgagor, the Mortgaged Land, any Guarantor, any other collateral or any other matter.

4. *General Indemnity by Mortgagor.* The Mortgagor hereby agrees, on demand by the Mortgagee, to indemnify and hold harmless the Mortgagee and its officers, directors, employees and agents from and against any and all claims, expenses, liabilities, losses and damages that may be asserted against or incurred by any of such indemnified persons arising out of, or in connection with the Mortgage, any Indebtedness or any claim, investigation, proceeding or litigation relating to any of the foregoing, regardless of whether any such indemnified person is a party thereto (including any and all breakage costs reasonably incurred by the Mortgagee in respect of any breach by the Mortgagor of any of its obligations under the Mortgage) and to reimburse each such indemnified person, on demand by the Mortgagee, for any and all reasonable legal and other expenses incurred in investigating, pursuing or defending any of the foregoing or otherwise in connection with any of the foregoing; provided that the foregoing indemnity shall not, as to any indemnified person, apply to any claim, expense, liability, loss or damage or related expense to the extent they are found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the wilful misconduct or gross negligence of such indemnified person.

5. *Effect of Sale.* No sale, conveyance, transfer or other dealing by the Mortgagor with the Mortgaged Land or any part thereof or any approval of the Mortgagee relating thereto shall in any way change or affect the liability of the Mortgagor or in any way alter the rights of the Mortgagee as against the Mortgagor or any other person or persons liable for payment of the Indebtedness or any part thereof.

6. *Dealings with the Mortgagor and Others.* The Mortgagee may grant time, renewals, extensions, indulgences, releases and discharges to, may take security from and give the same and any and all existing security up to, may abstain from taking security from or from perfecting security of, may accept compositions from, may amend the Mortgage, and may otherwise deal with the Mortgagor and all other persons (including any principal debtor, any Guarantor or any owner of the Mortgaged Land) and security as the Mortgagee may see fit without prejudicing any rights of the Mortgagee under the Mortgage.

7. *Amendments to Mortgage.* The Mortgagor and the Mortgagee may from time to time amend the Mortgage (including to increase the interest rate specified by the Mortgage) by an amendment agreement between the Mortgagor and the Mortgagee, whether or not such amendment agreement (or notice thereof) is registered. This provision shall constitute notice of such amendments and the Mortgage shall secure payment of all Indebtedness (including all interest and other Indebtedness arising or resulting from such amendments) and retain its priority with respect thereto over any mortgage, charge or other instrument registered subsequent to the Mortgage.

8. *Waiver.* No waiver, condonation or excusing by the Mortgagee of any default, breach or other non-performance by the Mortgagor at any time or times in respect of any provision of the

Mortgage (including any Default) shall operate as a waiver by the Mortgagee of any subsequent or other default, breach or non-performance or prejudice or affect in any way the rights of the Mortgagee in respect of any such subsequent or other default, breach or non-performance.

9. *Discharge or Assignment.* The Mortgagee shall be entitled to prepare or have its counsel prepare a discharge or assignment of the Mortgage and any other documents necessary to discharge or assign any other security held by the Mortgagee and shall have a reasonable time after payment of the Indebtedness in full within which to prepare, execute and deliver such instruments. All reasonable costs, fees and disbursements of the Mortgagee and the Mortgagee's counsel in connection with the preparation, review, execution and delivery of the discharge, assignment or any other documents necessary to discharge or assign the Mortgage or any other security shall, to the extent permitted by law, be paid by the Mortgagor to the Mortgagee and be secured by the Mortgage.

10. *No Obligation to Advance.* Nothing herein and nothing contained in the Mortgage shall obligate the Mortgagee to loan any amount to the Mortgagor or to extend any other credit to the Mortgagor.

11. *Appointment of Attorney Irrevocable.* Each appointment by the Mortgagor of an attorney in the Mortgage or the Standard Form Mortgage is coupled with an interest and may not be revoked.

12. *Other Security.* The Mortgage is in addition to and not in substitution for any other security at any time held by the Mortgagee as security for payment of all or any part of the Indebtedness, and the Mortgagee may, at its option, pursue its remedies thereunder or under the Mortgage concurrently or successively. Any judgment or recovery under the Mortgage or under any other security held by the Mortgagee as security for payment of Indebtedness shall not affect the right of the Mortgagee to enforce or realize on the Mortgage or any other such security.

13. *Financing Statement.* To the extent permitted by law, the Mortgagor hereby waives its right to receive from the Mortgagee a copy of any financing statement, financing change statement, verification statement or other similar statement filed by or received by the Mortgagee or any agent of the Mortgagee.

14. *Notice.* Except as otherwise herein provided, any notice, demand or other communication to the Mortgagor referred to herein or in the Mortgage may be forwarded to the Mortgagor by personal delivery or mailed by prepaid ordinary or registered mail to the Mortgagor at the Mortgagor's last known address as shown on the Mortgagee's records. The Mortgagor shall be deemed to have received the same on the date of delivery, if personally delivered, or on the fourth day after the same is mailed by prepaid ordinary mail or registered mail, if mailed, even if the Mortgagor does not actually receive it.

15. *Different Currencies.* The payment of any part of the Indebtedness shall be made by the Mortgagor in the same currency as the currency in which such part of the Indebtedness is then denominated and all interest and fees shall be paid by the Mortgagor in the same currency as the currency in which that part of the Indebtedness to which they relate is denominated.

16. *Judgment Currency.* If in the recovery by the Mortgagee of any Indebtedness in any currency, judgment can only be obtained in another currency and, because of changes in the exchange rate of such currencies between the date of judgment and payment in full of the amount of such judgment, the recovery under the judgment differs from the receipt by the Mortgagee of the full amount of such Indebtedness, the Mortgagor shall pay any such deficiency to the Mortgagee, such deficiency may be claimed by the Mortgagee against the Mortgagor as an alternative or additional cause of action and any surplus received by the Mortgagee shall be repaid to the Mortgagor.

17. *Foreign Exchange Rate Determinations.* Whenever any provision of the Mortgage requires or permits the determination of the rate of exchange between any currencies, such rate of exchange shall be determined by the Mortgagee based on its normal practice as at the date of such determination.

18. *Governing Law.* This Standard Form Mortgage and the Mortgage shall be governed by the law of the jurisdiction in which the Mortgage Land is located.

19. *Time of Essence.* Time shall be of the essence of the Mortgage.

20. *Severability.* If any provision of the Mortgage is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall not apply and the Mortgage shall remain in full force and effect without such provision.

21. *Interpretation.* Whenever the context so requires, words in the singular shall include the plural, words in the plural shall include the singular and words importing any gender shall include the other genders. Whenever used in the Standard Form Mortgage, the Mortgage or any Schedule, the words "including" and "includes" shall mean "including, without limitation" and "includes, without limitation", respectively, and the word "person" shall include an individual, corporation, partnership, government, government agency and any other entity.

22. *Titles.* Titles used in the Standard Form Mortgage, the Mortgage or any Schedule are inserted for convenience of reference only and shall not affect or modify the interpretation or construction of any provision of the Standard Form Mortgage, the Mortgage or any Schedule.

23. *Joint and Several Obligations.* If there is more than one Mortgagor, all Mortgagors shall be jointly and severally liable for all obligations of the Mortgagors pursuant to the Mortgage.

24. *Schedule.* Schedule "A" shall form part of the Standard Form Mortgage.

25. *Equivalent Rate Information.* Schedule "A" is a summary of various annual rates of interest calculated half-yearly not in advance equivalent to the corresponding annual rates calculated monthly not in advance or calculated quarter-annually not in advance. The rate of interest chargeable, calculated half-yearly not in advance, equivalent to each Applicable Rate, is shown by Schedule "A".

26. *Successors and Assigns.* All rights and powers of the Mortgagee shall enure to the benefit of and be exercisable by the Mortgagee and the Mortgagee's successors and assigns. All covenants, obligations and liabilities entered into or imposed on the Mortgagor shall be binding on the Mortgagor and the Mortgagor's heirs, executors, administrators, personal representatives, successors and assigns.

SCHEDULE "A"

The interest rates set out in Column C are the annual interest rates calculated half-yearly not in advance which are equivalent to the corresponding annual interest rates calculated monthly not in advance set out in Column A and quarter-annually not in advance set out in Column B.


COLUMN A	COLUMN B	COLUMN C	COLUMN A	COLUMN B	COLUMN C
Interest rate calculated monthly not in advance	Interest rate calculated quarter- annually not in advance	Interest rate calculated half-yearly not in advance	Interest rate calculated monthly not in advance	Interest rate calculated quarter- annually not in advance	Interest rate calculated half-yearly not in advance
1.0000%	1.0008%	1.0021%	9.5000%	9.5754%	9.6900%
1.1250%	1.1261%	1.1276%	9.6250%	9.7024%	9.8201%
1.2500%	1.2513%	1.2533%	9.7500%	9.8294%	9.9502%
1.3750%	1.3766%	1.3789%	9.8750%	9.9565%	10.0804%
1.5000%	1.5019%	1.5047%	10.0000%	10.0836%	10.2107%
1.6250%	1.6272%	1.6305%	10.1250%	10.2107%	10.3410%
1.7500%	1.7526%	1.7564%	10.2500%	10.3378%	10.4714%
1.8750%	1.8779%	1.8823%	10.3750%	10.4650%	10.6019%
2.0000%	2.0033%	2.0084%	10.5000%	10.5921%	10.7324%
2.1250%	2.1288%	2.1344%	10.6250%	10.7194%	10.8630%
2.2500%	2.2542%	2.2606%	10.7500%	10.8466%	10.9937%
2.3750%	2.3797%	2.3868%	10.8750%	10.9739%	11.1244%
2.5000%	2.5052%	2.5131%	11.0000%	11.1011%	11.2552%
2.6250%	2.6307%	2.6394%	11.1250%	11.2285%	11.3861%
2.7500%	2.7563%	2.7658%	11.2500%	11.3558%	11.5170%
2.8750%	2.8819%	2.8923%	11.3750%	11.4832%	11.6480%
3.0000%	3.0075%	3.0188%	11.5000%	11.6106%	11.7791%
3.1250%	3.1331%	3.1454%	11.6250%	11.7380%	11.9102%
3.2500%	3.2588%	3.2721%	11.7500%	11.8654%	12.0414%
3.3750%	3.3845%	3.3988%	11.8750%	11.9929%	12.1727%
3.5000%	3.5102%	3.5256%	12.0000%	12.1204%	12.3040%
3.6250%	3.6360%	3.6525%	12.1250%	12.2479%	12.4354%
3.7500%	3.7617%	3.7794%	12.2500%	12.3755%	12.5669%
3.8750%	3.8875%	3.9064%	12.3750%	12.5031%	12.6985%
4.0000%	4.0133%	4.0335%	12.5000%	12.6307%	12.8301%
4.1250%	4.1392%	4.1606%	12.6250%	12.7583%	12.9618%
4.2500%	4.2651%	4.2878%	12.7500%	12.8859%	13.0935%
4.3750%	4.3910%	4.4151%	12.8750%	13.0136%	13.2253%
4.5000%	4.5169%	4.5424%	13.0000%	13.1413%	13.3572%
4.6250%	4.6428%	4.6698%	13.1250%	13.2691%	13.4892%
4.7500%	4.7688%	4.7973%	13.2500%	13.3968%	13.6212%
4.8750%	4.8948%	4.9248%	13.3750%	13.5246%	13.7533%
5.0000%	5.0209%	5.0524%	13.5000%	13.6524%	13.8854%
5.1250%	5.1469%	5.1800%	13.6250%	13.7803%	14.0177%
5.2500%	5.2730%	5.3078%	13.7500%	13.9082%	14.1499%
5.3750%	5.3991%	5.4355%	13.8750%	14.0360%	14.2823%
5.5000%	5.5252%	5.5634%	14.0000%	14.1640%	14.4147%
5.6250%	5.6514%	5.6913%	14.1250%	14.2919%	14.5472%
5.7500%	5.7776%	5.8193%	14.2500%	14.4199%	14.6798%
5.8750%	5.9038%	5.9474%	14.3750%	14.5479%	14.8124%
6.0000%	6.0300%	6.0755%	14.5000%	14.6759%	14.9451%
6.1250%	6.1563%	6.2037%	14.6250%	14.8040%	15.0779%
6.2500%	6.2826%	6.3319%	14.7500%	14.9320%	15.2108%
6.3750%	6.4089%	6.4603%	14.8750%	15.0601%	15.3437%
6.5000%	6.5353%	6.5887%	15.0000%	15.1883%	15.4766%
6.6250%	6.6616%	6.7171%	15.1250%	15.3164%	15.6097%
6.7500%	6.7880%	6.8456%	15.2500%	15.4446%	15.7428%
6.8750%	6.9145%	6.9742%	15.3750%	15.5728%	15.8760%
7.0000%	7.0409%	7.1029%	15.5000%	15.7011%	16.0092%
7.1250%	7.1674%	7.2316%	15.6250%	15.8293%	16.1425%
7.2500%	7.2939%	7.3604%	15.7500%	15.9576%	16.2759%
7.3750%	7.4204%	7.4892%	15.8750%	16.0859%	16.4094%
7.5000%	7.5470%	7.6182%	16.0000%	16.2143%	16.5429%
7.6250%	7.6736%	7.7472%	16.1250%	16.3427%	16.6765%
7.7500%	7.8002%	7.8762%	16.2500%	16.4710%	16.8102%
7.8750%	7.9268%	8.0053%	16.3750%	16.5995%	16.9439%
8.0000%	8.0535%	8.1345%	16.5000%	16.7279%	17.0777%
8.1250%	8.1801%	8.2638%	16.6250%	16.8564%	17.2116%
8.2500%	8.3068%	8.3931%	16.7500%	16.9849%	17.3455%
8.3750%	8.4336%	8.5225%	16.8750%	17.1134%	17.4795%
8.5000%	8.5604%	8.6519%	17.0000%	17.2420%	17.6136%
8.6250%	8.6871%	8.7815%	17.1250%	17.3706%	17.7477%
8.7500%	8.8140%	8.9111%	17.2500%	17.4992%	17.8819%
8.8750%	8.9408%	9.0407%	17.3750%	17.6278%	18.0162%
9.0000%	9.0677%	9.1704%	17.5000%	17.7564%	18.1506%
9.1250%	9.1946%	9.3002%	17.6250%	17.8851%	18.2850%
9.2500%	9.3215%	9.4301%	17.7500%	18.0138%	18.4195%
9.3750%	9.4484%	9.5600%	17.8750%	18.1426%	18.5540%



161070428

161070428 REGISTERED 2016 03 18
MORS - STANDARD FORM MORTGAGE
DOC 1 OF 1 DRR#: Z0A04A2 ADR/DGREAVET
NO LAND AFFECTED

This is **Exhibit "L"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

THIS INDENTURE made this 13th day of December, 2016.

BETWEEN:

AMC&F PROPERTIES LTD.
(hereinafter called "the Assignor")

- and -

BANK OF MONTREAL
(hereinafter called "the Assignee")

GENERAL ASSIGNMENT OF RENTS AND LEASES

PREAMBLE

WHEREAS:

A. The Assignor has granted to the Assignee a land mortgage (which, together with all amendments thereto and extensions and replacements thereof is hereinafter referred to as the "Mortgage") securing the sum of Thirteen Million (\$13,000,000.00) Dollars and charging the following lands:

SEE SCHEDULE A ATTACHED HERETO

(the "Lands");

B. It was agreed that as further and additional security for the repayment of the monies secured by the Mortgage the Assignor would execute this Assignment;

NOW THEREFORE IN CONSIDERATION of these premises and of such advances as may from time to time be made by the Assignee on the security of the Mortgage and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Assignor) the parties covenant as follows:

1. The Assignor hereby assigns, transfers and sets over unto the Assignee, its successors and assigns, all rents, profits, benefits and other sums now due, payable or recoverable or hereafter to become due, payable or recoverable:

- (a) under every existing and future lease of and agreement to lease the whole or any portion of the Lands;
- (b) in respect of every existing and future tenancy, use and occupation or license and concession in respect of the whole or any portion of the Lands, whether or not pursuant to any lease or agreement to lease;
- (c) under every existing and future guarantee of all or any of the obligations of any existing or future tenant, user, occupier or licensee of the whole or any portion of the Lands;
- (d) under any and all policies of insurance of whatsoever nature in respect of the whole or any portion of the Lands including without limitation, insurance against physical loss or damage to any buildings or improvements on the Lands or any loss of rent in respect thereof; and

- 2 -

- (e) under all warranties and guarantees relating to the Lands or to the buildings, or improvements or chattels thereon;

(such sums herein collectively referred to as the "Proceeds" and the agreements noted above herein collectively referred to as the "Agreements") with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Proceeds and to enforce payment thereof in the name of the Assignor, its successors and assigns.

2. Nothing contained herein shall be deemed to have the effect of making the Assignee responsible for the collection of the Proceeds or any part thereof or for the performance of any covenant by the Assignor or any other party contained in any of the Agreements and the Assignor agrees to observe and perform all of its obligations under each of the Agreements.

3. The Assignee shall be liable to account for only such monies as are actually received by the Assignee by virtue of this Assignment less all proper costs of collection and the net amount of such monies as are actually received by the Assignee may, in the exercise of its discretion, be applied on account of the amount owing under the Mortgage or be paid to the Assignor.

4. The Assignee shall not by reason of this Assignment or by reason of any steps, actions, distress or other proceedings taken to enforce any of its rights hereunder, be deemed to be a mortgagee in possession of the Lands or any part thereof.

5. Until default shall be made in the payment of any monies secured by the Mortgage or in the keeping or observance or performance of any covenant, proviso or condition therein or herein contained on the part of the Assignor to be kept, observed or performed and, thereafter during such period or periods as the Assignee may in writing authorize, the Assignor may, as trustee for the Assignee and subject to the provisions of this Assignment, collect the Proceeds due from time to time under any of the Agreements but nothing in this paragraph shall permit or authorize the Assignor to collect any rents or other payments contrary to the provisions of paragraph 7 hereof. The monies collected and received by the Assignor as trustee for the Assignee shall not be deemed to be applied in reduction of the monies secured by the Mortgage or this Assignment until actually paid by the Assignor to the Assignee and so applied by the Assignee.

6. The waiver by the Assignee of the strict performance of any covenants in the Mortgage or in this Assignment shall not constitute a waiver of or abrogate such covenants or be a waiver of any subsequent breach of the same or any other covenant.

7. The Assignor warrants and agrees with the Assignee that no rental in excess of one monthly instalment in advance, has been paid under any of the Agreements in respect of the Lands or any part thereof and that it will not demand or accept any of the rents under any of the Agreements in excess of one monthly instalment in advance.

8. The Assignor has not entered into and will not enter into any agreement with any tenant of the Lands or under any of the Agreements whereby any right of set-off shall or may arise between the Assignor and any tenant.

9. The Assignor does hereby declare and agree that any direction or request by the Assignee to pay any of the Proceeds to the Assignee, shall be sufficient warrant and authority to any tenant to make such payments, and the payment of any of the Proceeds to the Assignee shall be and operate as a discharge to the payor in the respect of the amount of the Proceeds so paid.

- 3 -

10. This Assignment is given as further security for the payment of the monies secured by the Mortgage and is given, pursuant to the Mortgage, to more fully set forth the terms of any assignment of Proceeds thereby granted, and is in addition to and not in substitution for any assignment of Proceeds thereby granted and shall not merge with the Mortgage.

11. The Assignor hereby agrees to execute such further assurances as may be reasonably required by the Assignee from time to time to perfect this Assignment and without limiting the generality of the foregoing whenever any of the Agreements not now existing is made or arises, the Assignor will, if required by the Assignee, forthwith give to the Assignee a specific assignment of any Proceeds therefrom or of the Agreements and will give any other parties to the Agreements a notice of such assignment and will obtain from them acknowledgements of such notice in any form which may be prescribed by the Assignee.

12. The Assignor agrees that it will only lease or agree to lease the Lands and all parts thereof at rents, on terms and conditions and for uses which are consistent with the practice and expectations of a prudent landlord for the premises to be leased.


13. This Assignment shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

14. The Assignor hereby charges the Lands as security for payment of the obligations of the Assignor under this Assignment and consents to registration of this Assignment by the Assignee or its agent at such registry offices as the Assignee or its agent may in their discretion deem appropriate, including, but not limited to registration at the office of the Registrar of the appropriate Land Registration District by way of caveat against the title to the Lands.

15. Wherever the singular number or the masculine gender is used in this Assignment the same shall be construed as including the plural and feminine and neuter respectively where the fact or context so requires. In any case where this Assignment is executed by more than one party all covenants and agreements herein contained shall be construed and taken as against such executing parties as joint and several; and the heirs, executors, administrators, successors and assigns of any party executing this Assignment are jointly and severally bound by the covenants, agreements, stipulations and provisoes herein contained. The covenants, agreements, stipulations and provisoes herein stated shall be in addition to those granted or implied by statute.

IN WITNESS WHEREOF the Assignor has hereunto subscribed his name and affixed his seal as of the day and year first above written.

AMC&F PROPERTIES LTD.


Per Jason Johansen

SCHEDULE A – THE “LANDS”

PLAN 9910968

BLOCK A

LOT 3

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 2 HECTARES (4.94 ACRES) MORE OR LESS

This is **Exhibit "M"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with AMC&F Properties Ltd. (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of eleven million and three hundred thousand Dollars \$11,300,000.00 plus interest thereon at a rate of 3.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of
Canadian
Province in
which
Customer's
account with
the Bank is
kept at the time
Guarantee is
given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Alberta and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

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

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

This clause
applies to
the Province
of Québec
only

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED as of May 23, 2019

If signed by corporation or other entity (e.g. partnership):

Lyncorp Manufacturing Ltd.
(Name of Entity)

By: _____

Name: David Mullen

Title: President

® Registered trade-marks of Bank of Montreal

This is **Exhibit "N"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

SECURITY AGREEMENT

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the Alberta Personal Property Security Act insofar as it affects personal property located in Alberta.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Alberta:

402086 81 Street E, High River

2. The Debtor hereby

(a) mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future goods and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, building materials, leased goods, plant, machinery, tools and furniture now or hereafter owned or acquired, and any goods specifically listed or otherwise described in any Schedule hereto;

(b) mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, work in progress, materials used or consumed in business, finished goods and packaging material and goods acquired or held for sale or lease or furnished under contracts of rental or service;

(c) assigns, transfers and sets over to the Bank and grants to the Bank a security interest in, all its present and future intangibles, chattel paper, securities, documents of title, instruments and money, and any proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future book debts and other accounts receivable, monetary obligations, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above; and

(d) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, including without limitation client lists, client records and client files, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and to the exceptions hereinafter contained). For the purposes of this Security Agreement, the goods, inventory, intangibles, chattel paper, securities, documents of title, instruments, money, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral".

List all premises and asset locations, by schedule, if necessary

Attach a schedule, if goods and/or equipment are to be listed

3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situated or located at any other place when on lease or consignment to any lessee or consignee from the Debtor. The Collateral shall not be removed from the Province of Alberta without the prior written consent of the Bank.

4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as any purchaser of such term of years shall direct. There shall also be excluded from the security created by clause 2 (d) after-acquired consumer goods of the Debtor other than when subject to purchase money security interests in favour of the Bank, and other than accessions.

5. The Debtor

(a) shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the Collateral of the type referred to in sub-clause (c) of clause 2 above or any proceeds arising from the Collateral of the type described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as Trustee for the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer as security or pledge or hypothecate as security or create a security interest in the Collateral except to the Bank. The Debtor agrees that the Bank may at any time before or after default require any account debtor of the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to in sub-clauses (a), (b) and (c) of clause 2 hereof and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligations of the Debtor to the Bank.

(b) covenants not to substitute or modify any of the Debtor's rights under any Collateral of the type listed in sub-clause (c) of clause 2 above without the written consent of the Bank, and any substitution or modification not consented to may at the option of the Bank be treated as an act of default hereunder.

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and also against such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor shall keep proper books of account and shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including financial statements, lists of inventory and equipment and lists of accounts receivable showing the amounts owing upon each account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the account. The Debtor shall

permit the Bank at all reasonable times to enter onto its premises to inspect and copy its books, and to inspect the Collateral.

9. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:

(a) the Debtor shall default under any of the Obligations;

(b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;

(c) an execution of any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof, or a receiver shall be appointed for the Debtor;

(d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be bona fide opposed by the Debtor;

(e) the Debtor shall cease to carry on business, or shall fail to keep the Collateral in repair and in good working order, or shall fail to promptly pay when due all taxes, licence fees and assessments levied on the Debtor;

(f) the Bank in good faith and on commercially reasonable grounds deems itself insecure or decides that the due discharge of the Obligations, the Collateral or the security is in jeopardy;

(g) the Debtor shall, without the prior written consent of the Bank, pay any dividend or bonus to shareholders or otherwise distribute or reduce its capital, or make capital expenditures in excess of \$ in any year, or make any capital expenditure or payment while in default of the Obligations, or become guarantor, surety or endorser of the obligations of any other person other than in favour of the Bank, or lend money other than in the ordinary course of its business.

10. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by any method not prohibited by law, including by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers, or by sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and if appointed a receiver-manager the power to carry on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, the Bank may enter upon and lease or sell the whole or any part or parts of the Collateral.

Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination and the Bank may exercise any one or more of such remedies in respect of all or any portion of the Collateral as the Bank deems fit. The term "receiver" as used in this Security Agreement includes a receiver and manager.

11. The Bank shall not be responsible for any loss or damage to the Collateral, whether caused by the negligence or fault of the Bank, its servants or agents, or a sheriff or receiver, and the Bank shall not be obliged to preserve rights against other persons, keep the Collateral identifiable or repair, process or prepare the Collateral for disposition, and shall only be liable to account for funds (net of costs of collection, realization and sale, including solicitor and his own client legal costs), actually received by the Bank.

12. Any receiver-manager appointed by the Bank may carry on the business of the Debtor, and in addition to any powers or rights granted by law, a receiver or receiver-manager may, but shall be under no obligation to:

- (a) exercise any power or right granted to the Bank hereunder;
- (b) enter upon any premises under the control of the Debtor and take possession of the Collateral by any method not prohibited by law;
- (c) borrow money by charge against the Collateral for the preservation, processing, maintenance or preparation for sale of the Collateral, or for any other purpose;
- (d) realize on and dispose of the Collateral by any method not prohibited by law, and on any terms, whether to the highest bidder or not and whether in the ordinary course of the Debtor's business or not;
- (e) execute deeds, enter contracts and otherwise act as the attorney of the Debtor in dealing with the Collateral;
- (f) institute, defend, compromise, settle or continue any proceedings relating to the Collateral;
- (g) generally, to do any act necessary or convenient to the realization of the Collateral that the Debtor itself could have done.

13. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.

14. The Debtor agrees to pay all reasonable expenses, including solicitor's fees as between a solicitor and his own client and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement or the Obligations, or in the holding, repairing, processing or preparing for disposition and disposing of the Collateral, with interest at the rate provided in the obligations, and the payment of such expenses shall be secured hereby.

15. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.

16. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement.

17. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Obligations of the Debtor shall at any time or from time to time be fully satisfied or paid.

18. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any indebtedness or liability of the Debtor to the Bank.

19. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.

20. This Security Agreement is a security agreement within the meaning of the Alberta Personal Property Security Act and does not constitute an acknowledgement of any particular indebtedness or liability of the Debtor to the Bank.

21. In construing this Security Agreement, terms herein shall have the same meaning as defined in the Alberta Personal Property Security Act, unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, this Security Agreement shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

22. The Debtor waives the right to receive any financing statement or financing change statement registered by the Bank and any confirmation of registration or verification statement issued.

23. The Debtor acknowledges receipt of a copy of this Security Agreement.

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on the 23rd day of May, 2019.

Insert date of execution

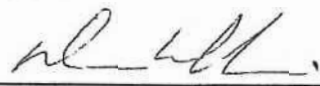
If signed by corporation or other entity (e.g. partnership):

Lyncorp Manufacturing Ltd.
(Name of Entity)

By:

Name:

Title:


David Mullen
President

By:

Name:

Title:

By:

Name:

Title:

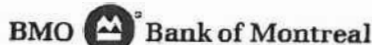
® Registered trade-marks of Bank of Montreal

This is **Exhibit "O"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law



Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with AMC&F PROPERTIES LTD. (the "Customer"), the undersigned hereby jointly and severally (solidarity in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of Six Million Five Hundred Thousand Dollars (\$6,500,000.00) plus interest thereon at a rate of three per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or settling up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of
Canadian
Province in
which
Customer's
account with
the Bank is
kept at the time
Guarantee is
given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Alberta and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

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

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

This clause
applies to
the Province
of Québec
only

DATED as of 13 day of December, 2016.

If signed by corporation or other entity (e.g. partnership):

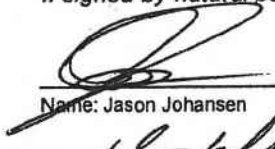
(Name of Entity)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

If signed by natural person (e.g. sole proprietor):


Name: Jason Johansen


Name: David Mullen

Name: _____

Witness
Name

Witness
Name

Witness
Name


ALEXANDRA P. FOX
Barrister & Solicitor


ARON BALAKRISHNAN
Barrister & Solicitor

® Registered trade-marks of Bank of Montreal

Guarantees Acknowledgment Act of Alberta (Section 3)**CERTIFICATE**
(FOR USE IN THE PROVINCE OF ALBERTA ONLY)**I hereby certify that:**


1. Jason Johansen, the guarantor in the guarantee dated December 13, 2016 made between Jason Johansen and David Mullen, and the Bank of Montreal which this certificate is attached to or noted on, appeared in person before me and acknowledged that he had executed the guarantee.
2. I satisfied myself by examination of the guarantor that he is aware of the contents of the guarantee and understands it.

CERTIFIED by **ALEXANDRA P. FOX**
Barrister & Solicitor, Lawyer at the City of Calgary this 13 day of December, 2016.


Signature
ALEXANDRA P. FOX
Barriester & Solicitor

STATEMENT OF GUARANTOR

I am the person named in this certificate.



Signature of Guarantor

Guarantees Acknowledgment Act of Alberta (Section 3)**CERTIFICATE**
(FOR USE IN THE PROVINCE OF ALBERTA ONLY)**I hereby certify that:**

1. David Mullen, the guarantor in the guarantee dated December 13, 2016 made between Jason Johansen and David Mullen, and the Bank of Montreal which this certificate is attached to or noted on, appeared in person before me and acknowledged that he had executed the guarantee.
2. I satisfied myself by examination of the guarantor that he is aware of the contents of the guarantee and understands it.

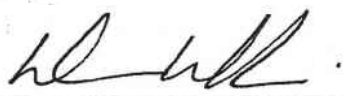
CERTIFIED by Aron Balakrishnan, Lawyer at the City of Calgary this 13 day of December, 2016.

ARON BALAKRISHNAN
Barrister & Solicitor

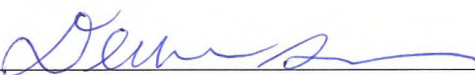

Signature

STATEMENT OF GUARANTOR

I am the person named in this certificate.

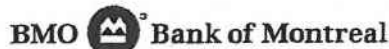

Signature of Guarantor

This is **Exhibit "P"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law



Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with AMC&F PROPERTIES LTD. (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is unlimited. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee,

shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Print name of
Canadian
Province in
which
Customer's
account with
the Bank is
kept at the time
Guarantee is
given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Alberta and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

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

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

This clause
applies to
the Province
of Québec
only

DATED as of 13 day of December, 2016.

If signed by corporation or other entity (e.g. partnership):

Advanced Metal Concepts & Fabrication Ltd.
(Name of Entity)

By: 

Name: JASON CHAUHAN

Title: President

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

If signed by natural person (e.g. sole proprietor):

Name: _____

Witness
Name _____

Name: _____

Witness
Name _____

Name: _____

Witness
Name _____

® Registered trade-marks of Bank of Montreal

This is **Exhibit "Q"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

Search ID #: Z17049046

Transmitting Party

BLAKE CASSELS & GRAYDON LLP

3500 -855-2ND STREET S.W.
CALGARY, AB T2P4J8

Party Code: 50038397

Phone #: 403 663 2233

Reference #: 29898/819 DNSN

Search ID #: Z17049046

Date of Search: 2024-Feb-13

Time of Search: 09:53:58

Business Debtor Search For:

AMC&F PROPERTIES LTD.

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z17049046

Business Debtor Search For:

AMC&F PROPERTIES LTD.

Search ID #: Z17049046

Date of Search: 2024-Feb-13

Time of Search: 09:53:58

Registration Number: 16121221056

Registration Date: 2016-Dec-12

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Dec-12 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

21102511674	Renewal	2021-Oct-25
22112423300	Renewal	2022-Nov-24
23120127369	Renewal	2023-Dec-01

Debtor(s)**Block****Status**

Current

1 AMC&F PROPERTIES LTD.
3000,700-9 AVE SW
CALGARY, AB T2P 3V4

Block**Status**

Current

2 ADVANCED METAL CONCEPTS & FABRICATION LTD.
3000,700-9 AVE SW
CALGARY, AB T2P 3V4

Secured Party / Parties**Block****Status**

Current

1 THE BANK OF MONTREAL
350 7TH AVENUE S.W., 2ND FLOOR
CALGARY, AB T2P 3N9

Collateral: General**Block****Description****Status**

1 ALL OF THE DEBTORS PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
AND PROCEEDS THEREOF. Current

Search ID #: Z17049046

2	ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY OR INTANGIBLES.	Current
---	--	---------

Search ID #: Z17049046

Business Debtor Search For:

AMC&F PROPERTIES LTD.

Search ID #: Z17049046

Date of Search: 2024-Feb-13

Time of Search: 09:53:58

Registration Number: 16121221465

Registration Date: 2016-Dec-12

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Debtor(s)**Block****Status**

1 AMC&F PROPERTIES LTD.
3000, 700 - 9 AVE SW
CALGARY, AB T2P 3V4

Current

Block**Status**

2 ADVANCED METAL CONCEPTS & FABRICATION LTD.
3000, 700 - 9 AVE SW
CALGARY, AB T2P 3V4

Current

Secured Party / Parties**Block****Status**

1 THE BANK OF MONTREAL
350 7TH AVENUE SW, 2ND FLOOR
CALGARY, AB T2P 3N9

Current

Search ID #: Z17049046

Business Debtor Search For:

AMC&F PROPERTIES LTD.

Search ID #: Z17049046

Date of Search: 2024-Feb-13

Time of Search: 09:53:58

Registration Number: 23110217806

Registration Date: 2023-Nov-02

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2028-Nov-02 23:59:59

Exact Match on:

Debtor

No: 2

Debtor(s)**Block****Status**

Current

1 MULLEN, DAVID, EDWARD
75 SUN CANYON PARK S.E.
CALGARY, AB T2X 2Z4

Birth Date:
1960-Jul-29

Block**Status**

Current

2 AMC & F PROPERTIES LTD.
BOX 27
ALDERSYDE, AB T0L 0A0

Secured Party / Parties**Block****Status**

Current

1 PROVIDA FINANCIAL CORPORATION
3000, 421 7TH AVENUE SW
CALGARY, AB T2P 4K9
Email: info@providafc.com

Collateral: General**Block****Description****Status**

Current

1 ALL INDEBTEDNESS, BOTH PRESENT AND FUTURE, OF LYNCORP
MANUFACTURING LTD. TO THE DEBTORS (OR ANY ONE OR MORE OF THEM) , AND
ALL PROCEEDS RELATING THERETO.

Result Complete

This is **Exhibit "R"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

Search ID #: Z17049055

Transmitting Party

BLAKE CASSELS & GRAYDON LLP

3500 -855-2ND STREET S.W.
CALGARY, AB T2P4J8Party Code: 50038397
Phone #: 403 663 2233
Reference #: 29898/819 DNSN

Search ID #: Z17049055

Date of Search: 2024-Feb-13

Time of Search: 09:54:56

Business Debtor Search For:

LYNCORP MANUFACTURING LTD.

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z17049055

Business Debtor Search For:

LYNCORP MANUFACTURING LTD.

Search ID #: Z17049055

Date of Search: 2024-Feb-13 Time of Search: 09:54:56

Registration Number: 19041540654

Registration Date: 2019-Apr-15

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Apr-15 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

19071211652

Amendment

2019-Jul-12

Debtor(s)**Block****Status**

Current

1 LYNCORP MANUFACTURING LTD.
402086-81 STREET
ALDERSYDE, AB T0L 0A0

Secured Party / Parties**Block****Status**

Current

1 BANK OF MONTREAL/BANQUE DE MONTREAL
250 YONGE STREET, 9TH FLOOR
TORONTO, ON M5B 2L7

Collateral: General**Block****Description****Status**

Current

1 LF377 All present and after acquired personal property.

2 MODERN 560X2000 MANUAL LATHE WITH DRO MODEL 502 S/N 60805

Current By
19071211652

3 BAILEIGH ROLL BENDER MODEL 547 S/N 191102

Current By
19071211652

4 MODERN CNC MILL MODEL 504 S/N 62332092

Current By
19071211652

5 TOS W100A HORIZONTAL BORING MILL MODEL 503 S/N 3927

Current By
19071211652

Search ID #: Z17049055

6	CNC LATHE MODEL 632.00 S/N 71511027	Current By 19071211652
7	DAWVI PLATE ROLLER MODEL 663.00 S/N 20840128	Current By 19071211652
8	MILLER TRAIL BLAZER 302 WELDER MODEL 692 S/N MB430200H	Current By 19071211652
9	MILLER TRAIL BLAZER 302 WELDER MODEL 496 S/N MB180002H	Current By 19071211652
10	MILLER TRAIL BLAZER 302 WELDER MODEL 693 S/N MB470065H	Current By 19071211652
11	HYDMECH S-20 BANDSAW (MANUAL) MODEL 529 S/N 60206304	Current By 19071211652
12	HYDMECH S-20A BANDSAW (AUTOMATIC) S/N 8B0212289	Current By 19071211652
13	MM-430 CNC MILL S/N 122121882	Current By 19071211652
14	857 MANUAL MILL S/N 201201066	Current By 19071211652
15	DOOSAN FORK LIFT MODEL 528 S/N KQ 01808	Current By 19071211652
16	MILLER 907482 XMT 450 POWER SOURCE MODEL 27 S/N ME372535U	Current By 19071211652
17	MILLER 907482 XMT 450 POWER SOURCE MODEL 18 S/N ME372537U	Current By 19071211652
18	MILLER 907482 XMT 450 POWER SOURCE MODEL 30 S/N ME372540U	Current By 19071211652
19	MILLER 907482 XMT 450 POWER SOURCE MODEL 29 S/N ME372538U	Current By 19071211652
20	MILLER 951527 SWINGARM BOOM 16' W/S-74D MODEL 27 S/N ME020429U	Current By 19071211652
21	MILLER 951527 SWINGARM BOOM 16' W/S-74D MODEL 18 S/N ME020431U	Current By 19071211652
22	MILLER 951527 SWINGARM BOOM 16' W/S-74D MODEL 30 S/N ME020439U	Current By 19071211652
23	MILLER 951527 SWINGARM BOOM 16' W/S-74D MODEL 29 S/N ME020440U	Current By 19071211652
24	CAT FORKLIFT 13,350 LB CAPACITY V140 S/N 13V00968	Current By 19071211652
25	OMEGA 3 STAGE TANK MOUNT AIR COMPRESSOR W AIR DRYER S/N	Current By 19071211652

Search ID #: Z17049055

26	TK-75120-01M	Current By 19071211652
27	TAHOE DIESEL GENSET PORTABLE AND TOOL BOX S/N T17000LXR	Current By 19071211652
28	FORD PICK UP XTR 4X4, EXT CAB AUTO MODEL F-150XLT S/N	Current By 19071211652
29	1FTFX1EF3CFB18408	Current By 19071211652
30	FORD SERVICE TRUCK WITH PORTABLE DIESEL LINCOLN WELDER MODEL	Current By 19071211652
31	F-450XL S/N FD0W4HT5CEB023	Current By 19071211652
32	FORD SERVICE TRUCK WITH PORTABLE DIESEL LINCOLN WELDER MODEL	Current By 19071211652
33	F-450XL ATTACHED TO FIELD TRUCK #104 LINCOLN RANGER 305G S/N	Current By 19071211652
34	1080406925	Current By 19071211652

Search ID #: Z17049055

Business Debtor Search For:

LYNCORP MANUFACTURING LTD.

Search ID #: Z17049055

Date of Search: 2024-Feb-13

Time of Search: 09:54:56

Registration Number: 19061730415

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Jun-17

Registration Status: Current

Expiry Date: 2039-Jun-17 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)**Block****Status**

1 LYNCORP MANUFACTURING LTD.
900, 332 6TH AVENUE SW
CALGARY, AB T2P 0B2

Current

Secured Party / Parties**Block****Status**

1 BANK OF MONTREAL
6TH FLOOR, 350 - 7 AVENUE SW
CALGARY, AB T2P 3N9

Current

Collateral: General**Block****Description****Status**

- | | | |
|---|---|---------|
| 1 | (a) all present and future goods and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, building materials, leased goods, plant, machinery, tools and furniture now or hereafter owned or acquired; | Current |
| 2 | (b) all present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, work in progress, materials used or consumed in business, finished goods and packing material and goods acquired or held for sale or lease or furnished under contracts of rental or service; | Current |
| 3 | (c) all present and future intangibles, chattel paper, securities, documents of title, instruments and money, and any proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future book debts and other accounts receivable, monetary obligations, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above, and | Current |

Search ID #: Z17049055

- 4 (d) by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immoveable, of whatsoever nature and kind, including without limitation client lists, client records and client files, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge.

Current

Search ID #: Z17049055

Business Debtor Search For:

LYNCORP MANUFACTURING LTD.

Search ID #: Z17049055

Date of Search: 2024-Feb-13

Time of Search: 09:54:56

Registration Number: 19061730523

Registration Date: 2019-Jun-17

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Debtor(s)**Block****Status**

1 LYNCORP MANUFACTURING LTD.
900, 332 6TH AVENUE SW
CALGARY, AB T2P 0B2

Current

Secured Party / Parties**Block****Status**

1 BANK OF MONTREAL
6TH FLOOR, 350 - 7 AVENUE SW
CALGARY, AB T2P 3N9

Current

Search ID #: Z17049055

Business Debtor Search For:

LYNCORP MANUFACTURING LTD.

Search ID #: Z17049055

Date of Search: 2024-Feb-13

Time of Search: 09:54:56

Registration Number: 20081926532

Registration Date: 2020-Aug-19

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2027-Aug-19 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)**Block****Status**

1 LYNCORP MANUFACTURING LTD.
402086-81 STREET
ALDERSYDE, AB T0L 0A0

Current

Block**Status**

2 MULLEN, DAVID, EDWARD
75 SUNCANYON PK SE
CALGARY, AB T2X 2Z4

Current

Birth Date:
1960-Jul-29

Secured Party / Parties**Block****Status**

1 ESSEX LEASE FINANCIAL CORPORATION
10768 74TH STREET SE
CALGARY, AB T2C 5N6
Phone #: 403 693 4060 Fax #: 403 236 9076
Email: info@elfc.ca

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	MCY72947184	2020	CNC Infinite Routing Mach	TR - Trailer	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	New 2020 CNC Infinite 6020 Routing Machine s/n MCY7294-7184	Current

Search ID #: Z17049055

- | | | |
|---|---|---------|
| 2 | The goods described herein, together with all attachments, accessories, accessions, replacements, substitutions, additions, and improvements thereto, and all proceeds in any form derived directly or indirectly from any sale and or dealings with the collateral or proceeds of the collateral and a right to any insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral. | Current |
|---|---|---------|

Search ID #: Z17049055

Business Debtor Search For:

LYNCORP MANUFACTURING LTD.

Search ID #: Z17049055

Date of Search: 2024-Feb-13

Time of Search: 09:54:56

Registration Number: 23110128018

Registration Date: 2023-Nov-01

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2028-Nov-01 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)**Block****Status**

1 LYNCORP MANUFACTURING LTD.
402086 81 STREET E
ALDERSYDE, AB T0L 0A0

Current

Secured Party / Parties**Block****Status**

1 PROVIDA FINANCIAL CORPORATION
3000, 421 7TH AVENUE SW
CALGARY, AB T2P 4K9
Email: info@providafc.com

Current

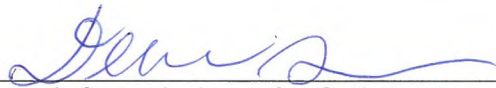
Collateral: General**Block****Description****Status**

1 ALL PRESENT AND HEREAFTER ACQUIRED PERSONAL PROPERTY OF THE
DEBTOR OF WHATSOEVER NATURE AND KIND AND WHERESOEVER SITUATE.
PROCEEDS: ALL PRESENTLY OWNED AND HEREAFTER ACQUIRED PERSONAL
PROPERTY OF THE DEBTOR RELATING TO THE FOREGOING.

Current

Result Complete

This is **Exhibit "S"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law



LAND TITLE CERTIFICATE

S		
LINC	SHORT LEGAL	TITLE NUMBER
0027 903 400	9910968;A;3	171 013 717

LEGAL DESCRIPTION
 PLAN 9910968
 BLOCK A
 LOT 3
 EXCEPTING THEREOUT ALL MINES AND MINERALS
 AREA: 2 HECTARES (4.94 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
 ATS REFERENCE: 4;28;20;7;NW

MUNICIPALITY: FOOTHILLS COUNTY

REFERENCE NUMBER: 131 027 655

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
171 013 717	17/01/2017	TRANSFER OF LAND	\$16,400,000	\$16,400,000

OWNERS

AMC&F PROPERTIES LTD.
 OF 402086-81 ST E
 ALDERSYDE
 ALBERTA T0L 0A0

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
610IV	23/09/1963	AGREEMENT "RESTRICTIVE COVENANT"
971 327 404	31/10/1997	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
991 084 529	29/03/1999	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL (CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

REGISTRATION

171 013 717

NUMBER	DATE (D/M/Y)	PARTICULARS
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GOVERNMENT ACT

CAVEATOR - THE MUNICIPAL DISTRICT OF FOOTHILLS NO. 31.

BOX 5605

HIGH RIVER

ALBERTA T1V1M7

AGENT - JUDITH ANNE GORDON

121 131 767 31/05/2012 CAVEAT

RE : AGREEMENT CHARGING LAND

CAVEATOR - FORTISALBERTA INC.

320-17 AVE SW

CALGARY

ALBERTA T2S2V1

AGENT - GARRY SIMPSON

171 013 718 17/01/2017 MORTGAGE

MORTGAGEE - BANK OF MONTREAL.

340-7TH AVE SW, 2ND FLOOR

CALGARY

ALBERTA T2P0X4

ORIGINAL PRINCIPAL AMOUNT: \$13,000,000

171 013 719 17/01/2017 CAVEAT

RE : ASSIGNMENT OF RENTS AND LEASES

CAVEATOR - BANK OF MONTREAL.

C/O MILLER THOMSON LLP

3000,700-9TH AVENUE SW

CALGARY

ALBERTA T2P3V4

AGENT - GREG S WALTER

171 026 413 30/01/2017 POSTPONEMENT

OF CAVE 121131767

TO MORT 171013718 CAVE 171013719

191 209 296 15/10/2019 MORTGAGE

MORTGAGEE - PROVIDA FINANCIAL CORPORATION.

SUITE 1600 DOME TOWER

333-7 AVE SW

CALGARY

ALBERTA

ORIGINAL PRINCIPAL AMOUNT: \$900,000

221 099 064 12/05/2022 AMENDING AGREEMENT

AMOUNT: \$3,100,000

AFFECTS INSTRUMENT: 191209296

TOTAL INSTRUMENTS: 009

(CONTINUED)

PAGE 3
171 013 717

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 13 DAY OF
FEBRUARY, 2024 AT 09:56 A.M.

ORDER NUMBER: 49719654

CUSTOMER FILE NUMBER: 29898/819

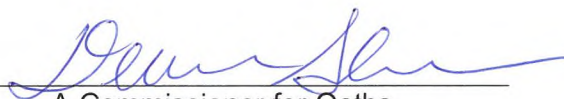


END OF CERTIFICATE

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 "T"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law



BMO Business Banking
2nd Floor, 350- 7th Ave SW
Calgary, AB
T2P3NP

BY REGISTERED MAIL

Date: April 12, 2019

AMC&F Properties Ltd.
625 32 ST N,
Lethbridge, Alberta T1H 5H5

Attn: Dave Mullen

Re: Notice of Covenant Breach and Reservation of Rights

Reference is made to Letter of Agreement Dated December 5, 2016 to which you and the Bank of Montreal ("**BMO**") are party (the "**Agreement**").

Pursuant to the Agreement, you were required to observe the following financial covenant(s):


Maintain a Debt Service Coverage (DSC) ratio greater than or equal to 1.25:1, tested annually

You are hereby notified that the covenant(s) listed above were in breach for the period ending December 31, 2017. This notice does not constitute an exhaustive list of defaults or events of default that may have occurred and may be continuing under the Agreement or otherwise.

Please be advised that BMO has not waived any defaults or events of default arising from the breaches of covenant listed above, and BMO specifically reserves all of its rights, remedies and claims under the Agreement or otherwise with respect to any and all such defaults and events of default.

If you have questions regarding this notice, please contact Phil Cutts at 403-503-6825.

BANK OF MONTREAL

By: 
Phil Cutts
Senior Relationship Manager
350-7th Ave, 2nd Floor SW
Calgary AB T2P 3N9

This is **Exhibit "U"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

Bauer, Trevor

From: Bauer, Trevor
Sent: April 24, 2023 11:34 AM
To: David Mullen
Cc: Bauer, Trevor
Subject: AMC&F Properties Ltd. Annual Review Completed & Update

Follow Up Flag: Follow up
Flag Status: Completed

Hi Dave,

As a follow up to our call on April 12 and following the Bank's annual review of AMC&F Properties Ltd. (the "Borrower"), the Bank advised you that it wishes to exit its relationship on or before June 30, 2023 (the "Sunset Date"). During the transition period until the Sunset Date, the Bank will not make any changes to the existing Credit Agreement but will require that on or before June 30, 2023, the balance of the loan be repaid in full.

Until the Sunset Date please continue to maintain bank accounts at BMO, including maintaining monthly principal and interest payments to avoid any other form of non-compliance to the Credit Agreement.

This is also a reminder to provide the fiscal 2022 financial statements due April 30, 2023 for the Borrower and Lyncorp Manufacturing Ltd. These statements may be required by other prospective lenders and are still required to be provided to BMO under the terms of the Credit Agreement.

Please keep me in the loop with respective refinancing or sale of the property efforts as you work toward the Sunset Date.

If you need anything from me please don't hesitate to reach out.

Regards,

Trevor Bauer
Senior Account Manager

Bank of Montreal, Transit 3218
525 – 8th Ave SW, 9th Floor
Calgary, AB T2P 1G1

trevor.bauer@bmo.com

T 403-503-5914

F 403-503-7020

This email and its attachments are confidential. Any unauthorized use or disclosure is prohibited. If you receive this email in error, please notify me by reply email and permanently delete the original without making any copies or disclosing its contents.

This is **Exhibit "V"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law



Blake, Cassels & Graydon LLP
 Barristers & Solicitors
 Patent & Trade-mark Agents
 855 - 2nd Street S.W.
 Suite 3500, Bankers Hall East Tower
 Calgary AB T2P 4J8 Canada
 Tel: 403-260-9600 Fax: 403-260-9700

Christopher Keliher
 Dir: 403-260-9760
christopher.keliher@blakes.com

Reference: 29898/819

November 3, 2023

VIA REGISTERED MAIL & E-MAIL

AMC&F Properties Ltd.
 402086 81st Street, East
 Aldersyde, Alberta T0L 0A0
dmullen@lyncorp.ca

and with an email copy to:

Carscallen LLP
 c/o Leslie J. Weeks
 900, 322 6th Avenue SW
 Calgary, Alberta T2P 0B2
corporateservices@carscallen.com

Attention: David Mullen, Director of AMC&F Properties Ltd.

Dear Sir:

Re: Demand for Payment

As counsel to Bank of Montreal (the "**Lender**"), we hereby advise AMC&F Properties Ltd. (the "**Borrower**"), as follows:

1. Capitalized terms used herein have the meanings given to them in the BMO Loan Documents (defined below), as applicable, unless otherwise noted.
2. Reference is made to the following:
 - (a) a commitment letter dated December 5, 2016 and accepted December 13, 2016, between the Borrower, the Lender, and the Guarantors (as defined therein), as amended by: (i) a first amending agreement made as of May 23, 2019, (ii) a second amending agreement made as of April 9, 2020, (iii) a third amending agreement made as of December 6, 2021, and (iv) a fourth amending agreement dated as of June 1, 2022 (the "**Commitment Letter**");

1402-3022-1064.4

- (b) a fixed rate term loan agreement between the Lender and the Borrower made as of December 13, 2016 (the "**Loan Agreement**");
- (c) a security agreement executed December 13, 2016, from the Borrower in favour of the Lender;
- (d) a mortgage of land dated December 13, 2016, filed with the Registrar of Land Titles under the *Land Titles Act* (Alberta) as document #171013718, between the Borrower as Mortgagor, and the Lender as Mortgagee; and
- (e) a general assignment of rents and leases made as of December 13, 2016, from the Borrower in favour of the Lender.

The documents referred to in paragraphs 2 (a) through (e) above are collectively referred to as the "**BMO Loan Documents**".

3. Pursuant to the Commitment Letter, the facilities provided by the Lender to the Borrower are payable by the Borrower in full on demand by the Lender. Notwithstanding the demand nature of the Commitment Letter and the facilities, various events as described in the Loan Agreement have occurred or, following the notice set out herein and with the passage of time, will occur under the Loan Agreement, which allow the Lender to declare that the entire balance of the total principal amount advanced to the Borrower and outstanding at any time is due and payable, including but not limited to:
 - (a) the Borrower failing to pay any amount owing to the Lender pursuant to the Loan Agreement or any other document given to the Lender, including without limitation the Loan, on the date same becomes due, pursuant to clause 9(a)(i) of the Loan Agreement;
 - (b) the Borrower failing to deliver to the Lender copies of its financial statements within 90 days of the end of each fiscal year pursuant to clause 8(a)(i) of the Loan Agreement and failing to cure such failure within 30 days of acquiring knowledge of such default or receiving written notice thereof from the Lender pursuant to clause 9(a)(v) of the Loan Agreement; and
 - (c) the Lender determining that there has been a material adverse change in the business, assets, operations, prospects or condition, financial or otherwise, of the Borrower, pursuant to clause 9(a)(viii) of the Loan Agreement.

4. Accordingly, the Lender hereby demands from the Borrower payment of the amounts set out in **Schedule "A"** hereto, plus all accrued interest and all legal and professional fees, costs, charges, disbursements and expenses incurred by the Lender prior to the date of this demand and hereafter, and any other amounts whatsoever, which may be claimed by the Lender under the BMO Loan Documents, including, without limitation, all legal costs incurred on a solicitor-client basis in respect of enforcing the Lender's rights under the BMO Loan Documents (collectively, the **"Outstanding Indebtedness"**). For greater certainty, interest continues to accrue in connection with the BMO Loan Documents and other indebtedness and costs, including as aforesaid, at the rates determined in accordance with the BMO Loan Documents.
5. If the Borrower fails to make payment of the Outstanding Indebtedness by way of certified cheque, bank draft or other immediately payable funds by no later than 5:00 p.m. Calgary time on November 13, 2023, the Lender will take such lawful steps to recover the Outstanding Indebtedness owing to it as it considers appropriate, including, but not limited to, pursuing all of the Lender's rights and remedies against the Borrower under the BMO Loan Documents.
6. We enclose a Notice of Intention to Enforce Security delivered pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) together with a form to facilitate the Borrower's waiver of the notice period referred to therein if you choose to permit the same.

Yours truly,



Christopher Keliher

CK/ov
Enclosure

- c: Client
David Mullen (Guarantor)
Jason Johansen (Guarantor)
Advanced Metal Concepts and Fabrications Ltd. (Guarantor)
Lyncorp Manufacturing Ltd. (Guarantor)

1402-3022-1064.4

**SCHEDULE A
OUTSTANDING INDEBTEDNESS**

Category	Amount (as at October 30, 2023)
Account Number: 0010-6970-566	
Principal	\$7,274,365.00
Interest	\$76,597.73
Fees	\$3.50
Total \$CAD	\$7,350,966.23*
Per Diem Rate	\$2,630.83

*plus all accrued interest thereon and all fees and other obligations of accrued by AMC&F Properties Ltd.

Form 86

NOTICE OF INTENTION TO ENFORCE SECURITY (Section 244 of the Bankruptcy and Insolvency Act, BIA Rule 124)

TO: AMC&F Properties Ltd., an insolvent person (the "**Borrower**")

TAKE NOTICE THAT:

1. Bank of Montreal (the "**Lender**"), pursuant to:
 - a. a commitment letter dated December 5, 2016 and accepted December 13, 2016, between the Borrower, the Lender, and the Guarantors (as defined therein), as amended by: (i) a first amending agreement made as of May 23, 2019, (ii) a second amending agreement made as of April 9, 2020, (iii) a third amending agreement made as of December 6, 2021, and (iv) a fourth amending agreement dated as of June 1, 2022 (the "**Commitment Letter**"), and
 - b. a fixed rate term loan agreement between the Lender and the Borrower made as of December 13, 2016 (the "**Loan Agreement**"),

intends to enforce its security on the Borrower's undertakings and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, as more particularly described in the Security (as defined below).

2. The security that is to be enforced is the following:
 - a. a security agreement executed December 13, 2016, from the Borrower in favour of the Lender;
 - b. a mortgage of land dated December 13, 2016, filed with the Registrar of Land Titles under the Land Titles Act (Alberta) as document #171013718, between the Borrower as Mortgagor, and the Lender as Mortgagee; and
 - c. a general assignment of rents and leases made as of December 13, 2016, from the Borrower in favour of the Lender.

The documents referred to in paragraph 2(a) through (c) above are collectively referred to as the "**Security**".

3. The total amount of indebtedness secured by the Security is in the amount set out in **Schedule "A"** hereto, plus all accrued interest and all legal and professional fees, costs, charges, disbursements and expenses incurred by the Lender prior to the date of this notice and hereafter, and any other amounts whatsoever, which

- 2 -

may be claimed by the Lender under the Commitment Letter, the Loan Agreement or the Security, as applicable, including, without limitation, all legal costs incurred on a solicitor-client basis in respect of enforcing the Lender's rights under the Security.

4. The Lender will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the Debtor consents to an earlier enforcement.

DATED at Calgary, Alberta, this 3rd day of November, 2023.

**BLAKE, CASSELS & GRAYDON LLP,
Agent and Solicitor for the Lender**

Per: 
Name: Christopher Keliher
Title: Barrister and Solicitor

**SCHEDULE A
OUTSTANDING INDEBTEDNESS**

Category	Amount (as at October 30, 2023)
Account Number: 0010-6970-566	
Principal	\$7,274,365.00
Interest	\$76,597.73
Fees	\$3.50
Total \$CAD	\$7,350,966.23*
Per Diem Rate	\$2,630.83

*plus all accrued interest thereon and all fees and other obligations of accrued by AMC&F Properties Ltd.

WAIVER

AMC&F Properties Ltd. hereby waives the notice period provided for under Section 244(2) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and consents to the immediate enforcement by the Borrower of the Security described in the Notice of Intention to Enforce Security delivered by Bank of Montreal, dated November 3, 2023.

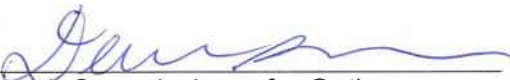
DATED at _____, Alberta this ____ day of November 2023.

AMC&F Properties Ltd.

By: _____
Name:
Title:

[I have authority to bind the corporation]

This is **Exhibit "W"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law



Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trade-mark Agents
855 - 2nd Street S.W.
Suite 3500, Bankers Hall East Tower
Calgary AB T2P 4J8 Canada
Tel: 403-260-9600 Fax: 403-260-9700

Christopher Keliher
Dir: 403-260-9760
christopher.keliher@blakes.com

November 3, 2023

Reference: 29898/819

VIA REGISTERED MAIL & E-MAIL

Lyncorp Manufacturing Ltd.

402086 81st Street, East
Aldersyde, Alberta T0L 0A0

dmullen@lyncorp.ca

and with an email copy to:

Carscallen LLP

c/o Leslie J. Weeks

900, 322 6th Avenue SW

Calgary, Alberta T2P 0B2

corporateservices@carscallen.com

To Whom It May Concern,

Re: AMC&F Properties Ltd. (the "Borrower") – Demand for Payment under Guarantee

As counsel to Bank of Montreal (the "**Lender**"), we hereby advise Lyncorp Manufacturing Ltd. (the "**Guarantor**") as follows:

1. Capitalized terms used herein have the meanings given to them in the BMO Loan Documents (defined below), as applicable, unless otherwise noted.
2. Reference is made to the following:
 - (a) a commitment letter dated December 5, 2016 and accepted December 13, 2016, between the Borrower, the Lender, and the Guarantors (as defined therein), as amended by: (i) a first amending agreement made as of May 23, 2019, (ii) a second amending agreement made as of April 9, 2020, (iii) a third amending agreement made as of December 6, 2021, and (iv) a fourth amending agreement dated as of June 1, 2022 (the "**Commitment Letter**");
 - (b) a fixed rate term loan agreement between the Lender and the Borrower made as of December 13, 2016 (the "**Loan Agreement**");
 - (c) a limited guarantee, dated as of May 23, 2019, from the Guarantor in favour of the Lender (the "**Guarantee**"); and

1392-9082-8040.4

- (d) a security agreement executed May 23, 2019, from the Guarantor in favour of the Lender.

The documents referred to in paragraphs 2 (a) through (d) above are collectively referred to as the "**BMO Loan Documents**".

3. Pursuant to the Commitment Letter, to which the Guarantor is a party, the facilities provided by the Lender to the Borrower are payable by the Borrower in full on demand by the Lender. Notwithstanding the demand nature of the Commitment Letter and the facilities, various events as described in the Loan Agreement have occurred or, following the notice set out herein and with the passage of time, will occur under the Loan Agreement, which allow the Lender to declare that the entire balance of the total principal amount advanced to the Borrower and outstanding at any time is due and payable, including but not limited to:
 - (a) the Borrower failing to pay any amount owing to the Lender pursuant to the Loan Agreement or any other document given to the Lender, including without limitation the Loan, on the date same becomes due, pursuant to clause 9(a)(i) of the Loan Agreement;
 - (b) the Borrower failing to deliver to the Lender copies of its financial statements within 90 days of the end of each fiscal year pursuant to clause 8(a)(i) of the Loan Agreement and failing to cure such failure within 30 days of acquiring knowledge of such default or receiving written notice thereof from the Lender pursuant to clause 9(a)(v) of the Loan Agreement; and
 - (c) the Lender determining that there has been a material adverse change in the business, assets, operations, prospects or condition, financial or otherwise, of the Borrower, pursuant to clause 9(a)(viii) of the Loan Agreement.
4. Pursuant to the Guarantee, the Guarantor jointly and severally guaranteed payment to the Lender of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Lender from or by the Borrower, or by any successor of the Borrower, whether arising from dealings between the Lender and the Borrower or from other dealings or proceedings by which the Lender may be or become in any manner whatever a creditor of the Borrower, wherever incurred and whether incurred by the Borrower as principal or surety, alone or jointly with any other person, or otherwise howsoever (the "**Guaranteed Obligations**").
5. Accordingly, the Lender hereby demands from the Guarantor payment of the Guaranteed Obligations in the amount set out in **Schedule "A"** hereto, plus all accrued interest and all legal and professional fees, costs, charges, disbursements and expenses incurred by the Lender prior to the date of this demand and hereafter, and any other amounts whatsoever, which may be claimed by the Lender under the BMO Loan Documents, including, without limitation, all legal costs incurred on a solicitor-client basis in respect of enforcing the Lender's rights under the BMO Loan Documents (collectively, the "**Outstanding Indebtedness**"). For greater certainty, interest continues to accrue in connection

with the BMO Loan Documents and other indebtedness and costs, including as aforesaid, at the rates determined in accordance with the BMO Loan Documents.

6. If the Guarantor fails to make payment of the Outstanding Indebtedness by way of certified cheque, bank draft or other immediately payable funds by no later than 5:00 p.m. Calgary time on November 13, 2023, the Lender will take such lawful steps to recover the Outstanding Indebtedness owing to it as it considers appropriate, including, but not limited to, pursuing all of the Lender's rights and remedies against the Guarantor under the BMO Loan Documents.
7. We enclose a Notice of Intention to Enforce Security delivered pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) together with a form to facilitate the Guarantor's waiver of the notice period referred to therein if you choose to permit the same.

Yours truly,



Christopher Keliher

CK/ov
Enclosure

c: Client

1392-9082-8040.4

**SCHEDULE A
OUTSTANDING INDEBTEDNESS**

Category	Amount (as at October 30, 2023)
Account Number: 0010-6970-566	
Principal	\$7,274,365.00
Interest	\$76,597.73
Fees	\$3.50
Total \$CAD	\$7,350,966.23*
Per Diem Rate	\$2,630.83

*plus all accrued interest thereon and all fees and other obligations of accrued by AMC&F Properties Ltd.

Form 86

NOTICE OF INTENTION TO ENFORCE SECURITY

(Section 244 of the Bankruptcy and Insolvency Act, BIA Rule 124)

TO: Lyncorp Manufacturing Ltd. ("**Lyncorp**"), an insolvent person

TAKE NOTICE THAT:

1. Bank of Montreal (the "**Lender**"), pursuant to:
 - a. a commitment letter dated December 5, 2016 and accepted December 13, 2016, between AMC&F Properties Ltd., as borrower, the Lender, and the Guarantors (as defined therein), as amended by: (i) a first amending agreement made as of May 23, 2019, which, in part, added Lyncorp as a party to and guarantor of the Commitment Letter (as defined below), (ii) a second amending agreement made as of April 9, 2020, (iii) a third amending agreement made as of December 6, 2021, and (iv) a fourth amending agreement dated as of June 1, 2022 (the "**Commitment Letter**"), and
 - b. a limited guarantee, dated as of May 23, 2019, from Lyncorp in favour of the Lender,

intends to enforce its security on Lyncorp's undertakings and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, as more particularly described in the Security (as defined below).
2. The security that is to be enforced is the following:
 - a. a security agreement executed May 23, 2019, from Lyncorp in favour of the Lender (the "**Security**").
3. The total amount of indebtedness secured by the Security is in the amount set out in **Schedule "A"** hereto, plus all accrued interest and all legal and professional fees, costs, charges, disbursements and expenses incurred by the Lender prior to the date of this notice and hereafter, and any other amounts whatsoever, which may be claimed by the Lender under the Commitment Letter or the Security, including, without limitation, all legal costs incurred on a solicitor-client basis in respect of enforcing the Lender's rights under the Security.
4. The Lender will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the Debtor consents to an earlier enforcement.

- 2 -

DATED at Calgary, Alberta, this 3rd day of November, 2023.

**BLAKE, CASSELS & GRAYDON LLP,
Agent and Solicitor for the Lender**



Per: _____

Name: Christopher Keliher

Title: Barrister and Solicitor

**SCHEDULE A
OUTSTANDING INDEBTEDNESS**

Category	Amount (as at October 30, 2023)
Account Number: 0010-6970-566	
Principal	\$7,274,365.00
Interest	\$76,597.73
Fees	\$3.50
Total \$CAD	\$7,350,966.23*
Per Diem Rate	\$2,630.83

*plus all accrued interest thereon and all fees and other obligations of accrued by AMC&F Properties Ltd.

WAIVER

Lyncorp Manufacturing Ltd. hereby waives the notice period provided for under Section 244(2) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and consents to the immediate enforcement by the Borrower of the Security described in the Notice of Intention to Enforce Security delivered by Bank of Montreal, dated November 3, 2023.

DATED at _____, Alberta this ____ day of November 2023.

Lyncorp Manufacturing Ltd.

By: _____
Name: _____
Title: _____

[I have authority to bind the corporation]

This is **Exhibit "X"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

FORBEARANCE AGREEMENT

THIS AGREEMENT is made as of December 18th, 2023.

AMONG:

AMC&F PROPERTIES LTD.
(the "**Borrower**")

- and -

LYNCORP MANUFACTURING LTD.
(the "**Guarantor**")

- and -

BANK OF MONTREAL
(the "**Lender**" and collectively with the Borrower and the Guarantor, the "**Parties**")

CONTEXT:

- A. The Lender provided certain financing to the Borrower pursuant to:
 - i. a commitment letter dated December 5, 2016 and accepted December 13, 2016, between the Borrower, the Lender, and the Guarantors (as defined therein), as amended by a first amending agreement made as of May 23, 2019, a second amending agreement made as of April 9, 2020, a third amending agreement made as of December 6, 2021, and a fourth amending agreement dated as of June 1, 2022 (the "**Commitment Letter**"); and
 - ii. a fixed rate term loan agreement between the Lender and the Borrower made as of December 13, 2016 (the "**Loan Agreement**" and together with the Commitment Letter, the "**Loan Documents**").
- B. The Borrower has provided security to the Lender to secure amounts outstanding under the Loan Documents, such security including:
 - i. a security agreement executed by the Borrower on the 13th day of December, 2016, in favour of the Lender;
 - ii. a mortgage of land dated December 13, 2016, filed with the Registrar of Land Titles under the *Land Titles Act* (Alberta) as document #171013718, between the Borrower as mortgagor and the Lender as mortgagee (the "**Mortgage**"); and
 - iii. a general assignment of rents and leases made as of December 13, 2016, from the Borrower in favour of the Lender,

(collectively, the "**AMC&F Security Documents**").
- C. The Guarantor provided a guarantee, dated as of May 23, 2019, limited to the aggregate amount of \$11,300,000 plus interest and other fees, jointly and severally guaranteeing payment to the Lender of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Lender from or by the Borrower or by any successor of the Borrower,

whether arising from dealings between the Lender and the Borrower or from other dealings or proceedings by which the Lender may be or become in any manner whatever a creditor of the Borrower, wherever incurred and whether incurred by the Borrower as principal or surety, alone or jointly with any other person, or otherwise howsoever (the "**Guarantee**").

- D. The Guarantor provided a security agreement, executed by the Guarantor on the 23rd day of May 2019, in favour of the Lender, to secure amounts owing by the Guarantor to the Lender (the "**Lyncorp Security Documents**", and together with the AMC&F Security Documents, the "**Security**").
- E. Pursuant to the Commitment Letter, the facilities provided by the Lender to the Borrower are payable by the Borrower to the Lender in full on demand by the Lender.
- F. Pursuant to the Loan Agreement, the Lender is entitled to declare that the entire balance owing under the Loan Agreement, together with accrued interest thereon and all fees and other obligations of the Borrower accrued thereunder, is immediately due and payable upon certain enumerated events of default.
- G. Events of default have occurred under the Loan Agreement, including but not limited to:
 - i. the Borrower failing to pay amounts owing to the Lender pursuant to the Loan Agreement and any other document given to the Lender, including without limitation the Loan (as defined therein), pursuant to clause 9(a)(i) of the Loan Agreement;
 - ii. the Borrower failing to deliver to the Lender copies of financial statements within 90 days of the end of each fiscal year pursuant to clause 8(a)(i) of the Loan Agreement, and failing to cure such failure within 30 days of acquiring knowledge of such defaults or receiving written notice thereof from the Lender pursuant to clause 9(a)(v) of the Loan Agreement; and
 - iii. the Lender, upon being advised by the Borrower that it intends to fully shutdown and discontinue its operations, determining that there has been a material adverse change in the business, assets, operations, prospects or condition, financial or otherwise of the Borrower pursuant to clause 9(a)(viii) of the Loan Agreement.

(collectively the "**Specified Events of Default**").
- H. On November 3, 2023, the Lender issued demands for payment to, among other parties, the Borrower and Guarantor for all amounts owing pursuant to the Loan Documents and Guarantee, respectively (the "**Demands**"), the amount of which is described more fully at **Schedule "A"** to this Agreement (the "**Outstanding Indebtedness**").
- I. On November 3, 2023, the Lender issued Notices of Intention to Enforce Security (the "**NOI**" or "**NOIs**") pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") to each of the Borrower and Guarantor.
- J. The Borrower and Guarantor acknowledge the occurrence of Specified Events of Default and that the Specified Events of Default remain uncured as of the date of this Agreement.
- K. The Borrower and Guarantor acknowledge that the Loan Documents remain in full force and effect, that the Lender continues to reserve all rights and does not waive any existing default or events of default under the Loan Documents, including the Specified Events of Default, and that the Lender is entitled to enforce on the Security.

- L. In accordance with the terms of this Agreement and the consideration described herein, the Lender is willing to forbear from exercising its rights and remedies pursuant to the Loan Documents, the Guarantee, and the Security for a term which commences as of the date of this Agreement and which shall continue until this Agreement terminates or expires, as applicable.

NOW THEREFORE, the Parties agree as follows:

1. Definitions and Preamble Incorporation

Capitalized terms used in this Agreement, including in the recitals hereto, will have the meanings attributed to such terms in the Loan Documents, the Guarantee, or the Security, as applicable, unless otherwise defined herein. Unless stated otherwise, all monetary amounts stated herein shall be in Canadian Dollars. The Preamble to this Agreement is expressly incorporated into and forms part of this Agreement.

2. Demands

The Borrower and Guarantor each acknowledge and agree that:

- (a) they have received the Demands and NOIs;
- (b) the Outstanding Indebtedness remains owing and payable to the Lender, and the Lender is entitled to require payment of the Outstanding Indebtedness on demand;
- (c) the Security has not been discharged, waived or varied, is binding upon the Borrower and Guarantor, and the Loan Documents, the Guarantee, and the Security are enforceable against the Borrower or Guarantor, as applicable, in accordance with their terms;
- (d) they are insolvent within the meaning of the BIA; and
- (e) they have waived:
 - (i) the protection provided to them pursuant to section 244 of the BIA; and
 - (ii) any other right to notice or demand from the Lender that they would have had under the Loan Documents, the Guarantee, or the Security, or otherwise,

provided that the Lender shall forbear from taking steps to enforce under the Loan Documents, the Guarantee, or the Security until the earlier of (a) the occurrence of a Forbearance Terminating Event (as defined below), or (b) January 26, 2024 (the "**Forbearance Term**"), to allow the Borrower to make payment of the Outstanding Indebtedness.

3. No Creditor Protection without Consent

The Borrower and Guarantor covenant and agree that they will not, without the prior written consent of the Lender, make any filing or seek any creditor protection (including a stay of proceedings) pursuant to the BIA, the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**"), or otherwise at law or in equity (a "**Filing**"), and that any Filing made in respect to the Borrower or Guarantor will contain the following provisions:

- (a) the terms of this Agreement will continue to bind the Borrower and Guarantor;
- (b) the Lender will not be affected by any stay or other order in such proceedings;
- (c) the Lender will be an unaffected creditor in any plan or proposal unless the Lender consents to being treated otherwise;
- (d) the Borrower and Guarantor each irrevocably consent to the variation of any stay or order in such proceedings which would purport to affect the Lender; and
- (e) the Borrower and Guarantor will not make or support any application which would have the effect of:
 - (i) creating any charge ranking in priority to the Loan Documents, the Guarantee, or the Security, or in priority to any other rights of the Lender; or
 - (ii) altering or varying the rights of the Lender under the terms of the Loan Documents, the Guarantee, the Security or this Agreement.

4. **Conditions Precedent to Agreement**

This Agreement is subject to the following conditions:

- (a) the Borrower shall pay to the Lender a fee of \$15,000 (the "**Forbearance Fee**") for the additional time incurred and to be incurred by the Lender in connection with this Agreement, and the costs borne and to be borne in connection with the administration of the Loan Documents, the Guarantee, the Security, and in monitoring the performance under this Agreement. The Forbearance Fee shall be fully earned as of the date hereof and shall be added to the Outstanding Indebtedness and paid in accordance with paragraph 8 of this Agreement.
- (b) the Borrower shall execute its acceptance and agreement to the Lender's engagement of Alvarez & Marsal Canada ULC (the "**Financial Advisor**") in the form attached hereto as **Schedule "B"**.

5. **Listing and Sale of the AMC&F Property**

The Borrower agrees to list or continue listing its real property known residentially as 402086 81 Street, Aldersyde, Alberta, and legally described as Plan 9910968, Block A, Lot 3, excepting thereout all mines and minerals (the "**AMC&F Property**"), which is subject to the Mortgage, based on the following terms:

- (a) on or before the date of this Agreement, the Borrower will retain or continue to retain a real estate agent (the "**Realtor**") to list for sale the AMC&F Property at a price acceptable to the Lender, acting reasonably (the "**Listing**"). The Borrower shall direct the Realtor to communicate with and provide updates regarding the Listing to the Lender on request, with or without the Borrower present;
- (b) the Borrower will provide notice of any change to the Listing, including with respect to price, to the Lender in advance of any such change occurring;
- (c) on or before December 15, 2023, the Borrower will provide the Lender an appraisal of the AMC&F Property from an appraiser acceptable to the Lender (the "**Appraisal**").

The Appraisal shall be made for bank financing purposes, shall appraise the market value and income value of the AMC&F Property, and shall include a reliance letter from the appraiser which allows the Lender to rely on such Appraisal;

- (d) the Borrower will provide the Lender copies of any offer on the AMC&F Property within 1 business day of receipt by the Borrower; and
- (e) on the 5th and 20th of each month, on or before 12:00 pm Calgary Time, the Borrower shall provide the Lender with a written update on the status and progress of the Listing, including whether there have been any offers received for the purchase of the AMC&F Property.

6. **Borrower Refinancing**

The Borrower agrees to actively investigate other potential financing options to facilitate the full payout of the Outstanding Indebtedness. The Borrower will update the Lender on its progress to obtain financing from an alternative lender or other source to fully repay the Outstanding Indebtedness to the Lender, including with respect to any term sheets presented to the Borrower. The Borrower shall provide the Lender with a written update on the Borrower's refinancing efforts on the 5th and 20th of each month, on or before 12:00 pm Calgary Time.

The Borrower expressly acknowledges and agrees that the Lender may discuss and disclose documents relating to the refinancing, purchase, or assignment of the Outstanding Indebtedness, the Loan Documents, or the Security, as applicable, with third parties, including any reports prepared by the Financial Advisor, for the purpose of facilitating a refinancing or payout of the Outstanding Indebtedness.

7. **Increase of the Interest Rate under the Loan Documents**

Effective as of the date of this Agreement, the interest rate under the Loan Documents shall be increased to the prime rate of the Lender plus 9.95% (the "**Interest Rate**"). Notwithstanding the foregoing, in recognition of the Borrower's engagement of the Financial Advisor, the Lender is prepared to offer a discount of 2.45% (the "**Discount**") on the Interest Rate to the Borrower during the Forbearance Term. The effective interest rate under the Loan Documents during the Forbearance Term shall therefore be the prime rate of the Lender plus 7.50%.

For greater certainty:

- (a) if the Interest Rate provided for above (with or without the Discount) is determined to be unenforceable, then the Outstanding Indebtedness shall bear interest at a rate per annum equal to the rate otherwise applicable in the Loan Documents; and
- (b) any amount determined to be a fine, penalty or rate of interest on arrears that has the effect of increasing the charge on the arrears beyond the rate of interest payable on principal money not in arrears (the "**Default Interest**") shall not be secured by a mortgage on real property, and no proceeds of realization upon such lands shall be applied against the Default Interest.

For the avoidance of doubt, all interest and fees incurred by the Borrower, including any additional amounts incurred during the Forbearance Term, shall be secured pursuant to the terms of the Loan Documents, the Guarantee, or the Security, as applicable, and the Default Interest shall be fully recoverable against any proceeds of realization generated from the personal property of the Borrower or the Guarantor.

8. The Deferral of Interest and Principal Payments

During the Forbearance Term, the Borrower shall not be required to make monthly payments of principal and interest owing under the Loan Documents. Interest shall continue to accrue during the Forbearance Term, and all accrued interest together with principal and other amounts owing under the Loan Documents shall be payable in full at the expiry of the Forbearance Term.

9. Cooperation with Financial Advisor

The Borrower will do or cause to be done all acts and things, and provide and deliver or cause to be provided and delivered all agreements and documents, and provide such assurances, undertakings and information as may be required to facilitate the mandate of the Financial Advisor, with a view to allowing the Financial Advisor to finalize a report to the Lender regarding the financial affairs of the Borrower and the Guarantor (as described more fully in the engagement letter of the Financial Advisor) on or before January 19, 2024.

10. Reporting Requirements

In addition to the reporting requirements and other covenants set out herein, the Borrower acknowledges and agrees that it shall continue to comply with the reporting requirements outlined in the Loan Documents. Further, the Borrower agrees that it will comply with the additional reporting requirements set out in this Agreement during the Forbearance Term, as applicable.

11. Forbearance, Acknowledgements, and additional terms to effectiveness of Agreement

Subject to the terms and conditions herein set out, the Lender agrees to forbear from enforcement of its rights under Loan Documents, the Security, or the Guarantee, as applicable, until the expiry of the Forbearance Term.

In consideration of the Lender's forbearance, the Borrower and the Guarantor each acknowledge and agree that, if it is unable to comply with its obligations under the respective Loan Documents, Guarantee, or Security except as permitted herein, then the Lender will be entitled to immediately enforce its rights under each of the Loan Documents, Guarantee, and Security.

12. Forbearance Terminating Event

Notwithstanding anything contained herein, the following constitute terminating events under this Agreement:

- (a) either of the Borrower or Guarantor fail to comply with any of its obligations under this Agreement;
- (b) either of the Borrower or Guarantor becomes bankrupt or makes a proposal or plan of arrangement, or files an assignment for the benefit of creditors under the *BIA*, the *CCAA*, or similar legislation in Canada or any other jurisdiction, or if steps are taken under any legislation by or against the Borrower or Guarantor seeking its liquidation, winding-up, or dissolution, reorganization or any arrangement or composition of its debts;

- (c) legal proceedings are commenced against either the Borrower or Guarantor, which the Lender determines, acting reasonably, to be materially adverse to the Security;
- (d) either of the Borrower or Guarantor grants, creates or permits to exist any purchase money security interest, mortgage, hypothec, pledge, charge, lien or other encumbrance with respect to the assets or property of the Borrower or Guarantor, as the case may be, other than those existing as at the date of this Agreement;
- (e) any material adverse change occurs after the date hereof in the financial condition of either the Borrower or Guarantor, or if any step is taken or event should occur that would materially prejudice or jeopardize the Lender's security, all as determined by the Lender acting reasonably;
- (f) any representation, warranty or statement made by or on behalf of either the Borrower or Guarantor, as contained herein, is untrue in any material respect at the time when it was made; or
- (g) either the Borrower or Guarantor fails, without reasonable excuse, to cooperate with the Financial Advisor, and such failure is not cured within 1 business day of the Lender providing notice to the Borrower or Guarantor, as applicable, of such failure,

(each, a "**Forbearance Terminating Event**").

Upon the occurrence of a Forbearance Terminating Event, the Lender will be entitled to immediately terminate this Agreement and proceed to take such steps as it may deem appropriate to realize upon its security, up to and including the immediate appointment of a receiver over the undertakings and all property, assets, real and personal, moveable or immovable, of whatsoever nature and kind of the Borrower and the Guarantor, or either one of them.

13. **No Waiver**

The Borrower and Guarantor each acknowledge, confirm and agree that the Outstanding Indebtedness is payable by the Borrower and the Guarantor to the Lender in full on demand, and that the existence of the Specified Events of Default entitle the Lender to exercise any and all of its rights and remedies provided to it in the Loan Documents, Guarantee, or Security, by law or otherwise, and that:

- (a) the Lender has not waived, and does not intend to waive, any default or event of default, including without limitation, the Specified Events of Default or any right, entitlement, privilege, benefit or remedy which the Lender may have now or at any time in the future as a result of or in connection with any such default, and nothing contained herein or the transactions contemplated thereby shall be deemed to constitute such waiver;
- (b) no waiver by the Lender of any default, breach or non-compliance under this Agreement or otherwise will be effective unless in writing. No waiver will be inferred from or implied by any failure to act or delay in acting by the Lender in respect of any default, breach or non-observance or by anything done or omitted to be done by the Borrower or Guarantor. No waiver by the Lender will operate as a waiver of any right of the Lender under this Agreement in respect of any subsequent default, breach or non-observance, whether of the same or any other nature; and

- (c) the Lender hereby provides notice to the Borrower and the Guarantor that the Lender reserves its rights at any time to exercise any rights, remedies, power and privileges afforded by law or under the Loan Documents, Guarantee or Security with respect to the Specified Events of Default or any Forbearance Terminating Event.

14. Release

In consideration of the Lender agreeing to forbear as set out in this Agreement, the Borrower and Guarantor, on its own behalf and on behalf of its successors and assigns, remise, releases and forever discharges the Lender and its employees, agents, officers, directors, successors and assigns from any and all actions, causes of action, claims, demands, damages, costs and expenses whatsoever at law or in equity in which they ever had, now have, or which they shall have against the Lender or its employees, agents, officers, directors, successors and assigns by reason of any manner, cause, or thing whatsoever existing up to the date hereof (the "**Claims**"), provided that this release will not release any person for criminal acts, gross negligence or willful misconduct. Neither the Borrower nor Guarantor will make any Claims or take any proceedings against any other person, firm, corporation or other legal entity who might claim contribution or indemnity against the Lender in respect of any cause, matter or thing whatsoever arising out of, related to, or in any manner connected with the Claims released herein.

15. Fees

The Borrower and Guarantor acknowledge, confirm and agree that they shall be jointly and severally liable for all costs and fees of the Lender, including all reasonable fees and out of pocket costs and expenses of counsel to the Lender on a full indemnity basis, as well as the costs and fees of the Financial Advisor, incurred in relation to and arising from this Agreement, the Demands, the NOIs, the Financial Advisor agreement, and all such fees shall be added to the Outstanding Indebtedness and be subject to the prevailing interest rate.

16. Entire Agreement

This Agreement represents the entire agreement among the Parties in respect of the matters provided for in this Agreement, and any changes or variations made to this agreement are only effective if made in writing and signed by all Parties.

17. Business Day

Whenever any obligation, report, or action to be taken under this Agreement is required to be made or taken on a Saturday, Sunday, or other day on which the Lender is authorized or required by applicable law in Calgary, AB, to remain closed, such obligation, report or action shall be made or taken on the next business day.

18. Conflicts

The Parties each acknowledge and agree that if any provision of the Loan Documents, Guarantee, or this Agreement conflicts with any provision herein contained, the provisions herein, to the extent of any such conflict shall prevail.

19. Representations

The Borrower and Guarantor each agree with and confirm to the Lender that on and as of the date hereof each of the representations and warranties in the Loan Documents are true and

accurate. Each of the Borrower and Guarantor hereby represents and warrants to the Lender, as applicable, that:

- (a) the execution and delivery of this Agreement and the performance by it of its obligations hereunder (i) are within its corporate powers, (ii) have been duly authorized by all necessary corporate action, (iii) have received all necessary governmental approval (if any required), and (iv) do not and will not contravene or conflict with any provision of any applicable law or of its constating documents or by-laws;
- (b) this Agreement is a legal, valid and binding obligation of each of them, enforceable in accordance with its terms except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, winding-up, moratorium or similar applicable laws relating to the enforcement of creditors' rights generally and by general principles of equity;
- (c) it fully understands the terms of this Agreement and the consequences of the execution and delivery of this Agreement;
- (d) it has been given the opportunity to have this Agreement reviewed by such independent legal counsel as it may wish; and
- (e) it has entered into this Agreement and executed the same of its own free will and without threat, duress or other coercion of any kind by any person.

20. Governing Law

The Parties agree that this Agreement is conclusively deemed to be made under, and for all purposes to be governed by and construed in accordance with, the laws of the Province of Alberta and of Canada applicable therein. There shall be no application of any conflict of law or other rules which would result in any laws other than laws in force in the Province of Alberta applying to this Agreement. The Parties do hereby irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Alberta (Commercial List, Judicial Centre of Calgary) for all matters arising out of or relating to this Agreement, or any of the transactions contemplated hereby or by any thereof.

21. Invalidity

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof, and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

22. Further Assurances

The Borrower and Guarantor will, forthwith at the Lender's request and at each Borrower or Guarantor's own cost and expense, make, execute and deliver, or cause to be done, made, executed and delivered, all such further documents, financing statements, security documents, assignments, acts, matters and things which may be reasonably required by the Lenders and as are consistent with the intention of the Parties as evidenced herein, with respect to all matters arising under this Agreement.

23. Time

Time is of the essence with respect to this Agreement.

24. Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their successors and assigns.

25. Confirmation

The Parties acknowledge and agree that the Loan Documents, the Guarantee, the Security, and all other documents executed and delivered pursuant thereto or in connection therewith, will be and continue in full force and effect and are hereby confirmed and the rights and obligations of all parties thereunder will not be affected or prejudiced in any manner except as specifically provided herein.

26. Counterparts and Electronic Execution

This Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by fax or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be.

The Parties may, in their discretion, require that any such documents and signatures executed electronically or delivered by fax or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by fax or other electronic transmission.

[remainder of the page left intentionally blank; signature page follows]

Each of the Parties has executed and delivered this Agreement as of the 18 day of, December, 2023.

AMC&F Properties Ltd., as Borrower

By: 
David Mullen
Title: Director


I have authority to bind the corporation.

Lyncorp Manufacturing Ltd., as Guarantor

By: 
David Mullen
Title: Director

I have authority to bind the corporation.

BMO Bank of Montreal, as Lender

By: 
Trevor Bauer
Title: Senior Account Manager

SCHEDULE "A"

Existing Indebtedness under the Loan Documents as of December 1, 2023:

Category	Amount
Account Number: 0010-6970-566	
Principal	\$7,228,630.00
Interest	\$161,080.92
Fees	\$0.00
Total \$CAD	\$7,389,710.92*
Per Diem Rate	\$2,642.55

* plus all accrued interest thereon and all fees and other obligations accrued by AMC&F Properties Ltd.

SCHEDULE "B"**Engagement letter of Alvarez & Marsal Canada ULC**



December 18th, 2023

Mr. Trevor Bauer
 Senior Account Manager
 BMO Bank of Montreal 525-8th Avenue SW, 9th Floor
 Calgary, Alberta T2P 1G1

Dear Mr. Bauer:

This letter confirms and sets forth the terms and conditions of the engagement between Alvarez & Marsal Canada ULC ("A&M") and Bank of Montreal (the "**Bank**"), including the scope of the services to be performed and the basis of compensation for those services. Lyncorp Manufacturing Ltd. and AMC&F Properties Ltd. (together the "**Company**") are, among others, indebted to the Bank and the Bank has discussed with the Company its concerns relating primarily to the Company's financial performance and the effect thereof on the Bank's security position. It has been agreed with the Company that A&M shall be retained as a consultant to the Bank to review, report and make recommendations to the Bank on the business, assets, affairs and operations of the Company and the Company's financing needs and provide reporting thereon to the Bank, including such recommendations as A&M deems appropriate.

Upon execution of this letter by all the parties below, this letter will constitute an agreement between the Bank, A&M and the Company (the "**Agreement**").

1. Description of Services.

(a) Without limiting the generality of the previous paragraph, A&M's engagement hereunder shall include the following:

- (i) A&M will attend at the premises of the Company (if required) and perform such review and inspection as is necessary in A&M's opinion to advise the Bank with respect to the financial position of the Company and the security position of the Bank;
- (ii) A&M will review the Company's short-term cash flow forecasts, and accompanying notes and assumptions;
- (iii) without limiting the foregoing, A&M shall assess, review and provide comment on:
 - (A) the collectability of the Company's accounts receivable and value of inventory and the other assets of the Company subject to the Bank's security;

- 2 -

- (B) the company's current and long-term liabilities, including evaluating all priority payables and review of payroll and payments made to current and previous employees and obtaining an understanding of inter-company or related party transactions (if any);
- (iv) A&M will review and provide comment on the Company's proposed sales process of the Company's assets and building;
- (v) A&M will review any other matters that appear to A&M to be relevant to the engagement hereunder; and

(b) The Company acknowledges that it has consented to this engagement effective as of the date hereof upon the terms and conditions set out herein and it will provide and require the full co-operation of management, officers, employees, professional advisors and agents of the Company to A&M throughout the term of this engagement. In particular, the Company agrees that:

- (i) A&M and its employees and agents shall have unrestricted access to the books, records, information (however stored), facilities, assets and premises of the Company and A&M may copy any documents or information;
- (ii) the Company and its officers, employees and agents shall answer all inquiries fairly, fully and to the best of their ability and they shall provide A&M with any information that it may request with respect to the affairs of the Company;
- (iii) the Company authorizes A&M to contact the Company's professional advisors, which in A&M's discretion is deemed appropriate in connection with this engagement;
- (iv) A&M shall be entitled to provide the Bank with copies of all documents, records, reports and information received or prepared by A&M in the course of this engagement and A&M may fully disclose to the Bank all matters arising out of A&M's engagement hereunder;
- (v) the Company authorizes the Bank to disclose to A&M any information the Bank has concerning the Company, its subsidiaries and affiliates (as defined below) and their respective businesses, assets and affairs;
- (vi) throughout the course of this engagement, A&M will be reporting to the Bank on a regular basis. A&M shall prepare a written report or reports pursuant to this engagement at such times as may be agreed between A&M and the Bank. Prior to finalizing A&M's written reports to the Bank, A&M may review the facts set out

-2-

- 3 -

therein, but not any conclusions or recommendations, with one or more representatives from the Company; and

- (vii) A&M will advise the Bank immediately if any situation comes to its attention, which would materially alter the terms of this engagement.

(c) The Company hereby agrees that a breach of any covenant, condition or other provision of this Agreement shall constitute a default under any and all other credit documents between the Company and the Bank.

(d) Orest Konowalchuk, a Managing Director of A&M, will be responsible for the overall engagement. It is hereby agreed and acknowledged by all parties to this Agreement that A&M is authorized to use any of its personnel or agents, including appraisers, as A&M, in its sole discretion, considers necessary in the course of its engagement hereunder. In connection with the services to be provided hereunder, from time to time A&M may utilize the services of employees of its affiliates. Such affiliates are wholly owned by A&M's parent company and A&M's employees.

2. Compensation.

(a) The Company hereby agrees and acknowledges that all fees and expenses incurred during the course of this engagement, including any costs or legal fees associated with court approval or enforcement of this Agreement, shall be for the account of the Company and may be debited directly against the accounts of the Company with the Bank upon the earlier of (a) repayment by the Company of its indebtedness to the Bank, and (b) 5 days after the Bank shall have provided the Company with a copy of the relevant invoice.

(b) The Bank unconditionally and irrevocably guarantees in favour of A&M the punctual payment when due of the existing and future fees and expenses of any kind of the Company to A&M. The Bank also agrees to pay all costs and expenses incurred by A&M in enforcing its rights against the Company, including the reasonable fees and disbursements of counsel for A&M incurred in connection with such enforcement. Any fees and expenses paid by the Bank pursuant to the foregoing guarantee will constitute further indebtedness under the credit agreements existing between the Bank and the Company and will be secured in the same manner as such indebtedness.

(c) A&M's fees are based on the complexity of the assignment and the level of professional time required to complete the assignment, plus expenses, in connection with this Agreement. A&M's performance of its services is dependent upon A&M obtaining accurate and timely information and assistance that A&M may reasonably require from time to time.

(d) A&M will receive fees based on time spent by its employees and agents in connection with this engagement and its standard hourly rates, which may be adjusted from time to time. In addition, A&M will be reimbursed for its reasonable disbursements and expenses incurred in connection with this Agreement. All fees and expenses,

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- 4 -

including applicable sales or similar taxes, will be billed on a periodic basis, at A&M's discretion, and payable upon receipt. A&M's Western Canada professionals currently hourly rates are as follows (in CDN\$):

Managing Directors	\$740 - \$890
Directors/Senior Directors	\$525 - \$665
Analysts/Associates	\$325 - \$465
Administrators	\$175 - \$200

(e) All provisions in this Section 2 are in addition to any protections or remedies afforded to A&M at law or by statute.

3. Term.

This engagement will commence as of the date hereof and may be terminated for any reason by either the Bank or A&M by giving 15 days' written notice to the other party. In the event of termination, the Bank and the Company acknowledge and agree that any fees and expenses due to A&M shall be remitted promptly (including fees and expenses that accrued prior to but were invoiced subsequent to such termination). In any event, this engagement may be terminated immediately by A&M upon any invoice delivered by A&M remaining outstanding for seven days following delivery of the invoice by A&M.

4. Relationship of the Parties.

The parties intend that an independent contractor relationship will be created by this engagement letter. Neither A&M nor any of its personnel or subcontractors is to be considered an employee or agent of the Bank or the Company. The Bank and the Company acknowledge that A&M's engagement shall not constitute an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to generally accepted accounting principles or the rules of any provincial, territorial or national professional or regulatory body. Accordingly, A&M's work will not necessarily identify any errors or irregularities, if such exist, on the part of the Company or its officers or employees. Furthermore, A&M is entitled to rely on the accuracy and validity of the data disclosed to it or supplied to it by employees and representatives of the Company and the Bank. A&M is under no obligation to update data submitted to it or review any other areas unless specifically requested by the Bank to do so. Each of the Bank and the Company agrees and acknowledges that the services to be rendered by A&M may include the assistance in the preparation and review of projections, forecasts and other forward-looking statements, and numerous factors can affect the actual results of the Company's operations, which may materially and adversely differ from those projections, forecasts and other forward-looking statements. A&M makes no representation or guarantee that any business plan or restructuring alternative is the best course of action. A&M shall not be required to certify any financial statements or information or to provide representations with respect therewith in connection with any audit or securities law disclosure documents. For greater certainty, during the course of this engagement, A&M shall be acting as a consultant to the Bank in this matter and

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A&M shall not be assuming any decision making or other management responsibilities in connection with the affairs of the Company and A&M shall have no responsibility for the affairs of the Company during this engagement. In addition, A&M shall not do anything or perform any act pursuant to which A&M assumes any possession or control of the property, assets, undertakings, premises or operations of the Company for any purpose whatsoever.

It is understood and agreed that notwithstanding this engagement, (a) the remedies available to the Bank under the terms of its agreements with the Company, including the security and guarantees held by the Bank, remain in full force and effect, and (b) none of the existing defaults of the Company are waived and all rights and remedies of the Bank are reserved and preserved. In particular, each of the undersigned acknowledges and agrees that notwithstanding the engagement of A&M hereunder, the Bank has not agreed to forbear or delay from enforcing any of its remedies as against the Company, by virtue of the parties entering this Agreement.

It is specifically acknowledged that the engagement of A&M hereunder by the Bank is not an act of enforcement of security by the Bank and that the Company remains solely responsible for the management and operations of its business during the course of this engagement. It is further acknowledged that the Company shall remain in sole and exclusive possession and control of its property, assets, undertakings and premises during the course of this engagement.

It is also understood and agreed that the Bank may, if it considers same necessary or appropriate, appoint A&M as trustee, receiver, receiver and manager, monitor, or agent for the purpose of realizing upon its security, under any statute or under any court order, and that A&M may (although it is not obligated), if necessary or desirable, accept any such appointment and that, notwithstanding anything in this Agreement to the contrary, including the provisions of Section 7, in the course of any such engagement, A&M may use the information acquired by it under this Agreement.

5. No Third Party Beneficiary.

The Bank and the Company acknowledge that all advice (written or oral) and any modeling, analysis or methodologies given or developed by A&M for the Bank and/or the Company in connection with this engagement is intended solely for the benefit and use of the Bank in considering the matters to which this engagement relates and that no other party (other than the Bank's legal counsel) are entitled to receive or rely on such reports or advice. The Bank and the Company agree that no such advice, modeling, analysis or methodologies shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time in any manner or for any purpose other than accomplishing the tasks referred to herein without A&M's prior approval (which shall not be unreasonably withheld), except as required by law. For certainty, the Bank may rely upon all reporting and work product given or developed by A&M for the Bank, in the Bank's sole and absolute discretion, and all such work product and reporting shall not be disclosed to nor compelled by the Company, unless the Bank and A&M provides their written consent.

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6. Conflicts.

A&M is not currently aware of any relationship that would create a conflict of interest with the Company or those parties-in-interest of which either party has made A&M aware. Because A&M and its affiliates and subsidiaries comprise a consulting firm (the "A&M Firm") that serves clients on an international basis in numerous cases, both in and out of court, it is possible that the A&M Firm may have rendered or will render services to or have business associations with other entities or people which had or have or may have relationships with the Company, or the Bank, including other creditors of the Company. The A&M Firm will not be prevented or restricted by virtue of providing the services under this Agreement from providing services to other entities or individuals, including entities or individuals whose interests may be in competition or conflict with the Company's or the Bank's, provided the A&M Firm makes appropriate arrangements to ensure that the confidentiality of information is maintained.

7. Confidentiality.

A&M shall keep as confidential all non-public information received from either the Bank or the Company in conjunction with this engagement, except: (i) confidential information obtained by A&M and delivered to the Bank in connection with this engagement; (ii) as required by legal proceedings; or (iii) as reasonably required in the performance of this engagement. The Company specifically authorizes the Bank and A&M to divulge such information pursuant to any court proceeding commenced by or to which the Bank and/or A&M is a party or in connection with the exercise of any of the Bank's remedies against the Company including, without limitation, enforcing the security held by the Bank from the Company or to any potential assignee of the Bank's debt and security.

8. Non-Solicitation

The Company, on behalf of itself, its affiliates and any person (as such term is defined under the *Canada Business Corporations Act*) which may acquire all or substantially all of its assets, agrees that, until two years subsequent to the termination of this Agreement, it will not solicit, recruit, hire or otherwise engage any employee of A&M or its affiliates who worked on this engagement while employed by A&M or its affiliates ("Solicited Person"). Should the Company, including any of its respective affiliates or any person who acquires all or substantially all of their respective assets, extend an offer of employment to or otherwise engage any Solicited Person and should such offer be accepted, A&M shall be entitled to a fee from the Company equal to the Solicited Person's hourly client billing rate at the time of the offer multiplied by 4,000 hours for a Managing Director, 3,000 hours for a Senior Director and 2,000 hours for any other A&M employee. The fee shall be payable at the time of the Solicited Person's acceptance of employment or engagement.

9. Indemnification and Limitation on Liability.

The indemnification provisions, attached hereto as Exhibit A, are incorporated herein by reference and the termination of this Agreement or this engagement shall not affect those provisions, which shall survive termination. Furthermore, all those provisions contained

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in Exhibit A are in addition to any protections or remedies afforded to A&M at law or by statute.

As to the services the Bank has requested and A&M has agreed to provide as set forth in this Agreement, the total aggregate liability of A&M under this Agreement to the Bank and its successors and assigns, shall be limited to the actual damages incurred by the Bank or its successors or assigns, respectively. In no event will A&M be liable to the Bank or their successors or assigns for consequential, special or punitive damages, including loss of profit, data, business or goodwill. In no event shall A&M incur any liability to the Company (including its estates), its successors and assigns. Further, in no event shall the total aggregate liability of A&M relating to the services provided hereunder or otherwise arising under this Agreement to the Bank, the Company and their successors and assigns, exceed the total amount of fees received and retained by A&M hereunder. In no event shall A&M's affiliates and A&M's and its affiliates' respective shareholders, members, managers, employees, agents, representatives and subcontractors have any liability to the Company for any matters arising under this Agreement or relating to the services provided by A&M hereunder. Notwithstanding the foregoing, the Company acknowledges that A&M, as advisor to the Bank is not providing any services to the Company and accordingly owes no duty to the Company.

10. Miscellaneous.

This Agreement (together with the attached indemnity provisions): (a) shall be governed and construed in accordance with the laws of the Province of Alberta applicable therein without giving effect to such province's rules concerning conflicts of laws that might provide for any other choice of law; (b) incorporates the entire understanding of the parties with respect to the subject matter hereof; (c) may not be amended or modified except in writing executed by all parties hereto; (d) may be executed electronically and in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement; and (e) notwithstanding anything herein to the contrary, A&M may reference or list the Bank's and/or the Company's name and/or a general description of the services in A&M's marketing materials, including, without limitation, on A&M's website.

Depending on future developments the spread of the Coronavirus has the potential to affect the services provided under this Agreement. Travel, work place and mobility restrictions (to include measures reasonably mandated by A&M with respect to its employees and personnel) may restrict travel to the Company and other work sites as well as limit access to facilities, infrastructure, information and personnel of A&M, the Company or others. Such circumstances may adversely affect the timetable or content of A&M's deliverables and completion of the scope of services included in this Agreement. A&M will discuss with the Bank if A&M believes that the services may be impacted in this way. The Company and the Bank accept and acknowledge that A&M employees and personnel may attend at the Company's and other work locations or physically interact with the Company's and the Bank's employees and personnel in connection with the

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If the foregoing is acceptable to you, kindly sign the enclosed copy to acknowledge your agreement with its terms.

Very truly yours,

Alvarez & Marsal Canada ULC

By: 

Orest Konowalchuk

Title: Managing Director

Accepted and agreed to by:

AMC&F Properties Ltd.

By: 

David Mullen

Title: Director

I have authority to bind the corporation.

Lyncorp Manufacturing Ltd.

By: 

David Mullen

Title: Director

I have authority to bind the corporation.

BMO Bank of Montreal

By: 

Trevor Bauer

Title: Senior Account Manager

EXHIBIT A

Indemnity Provisions

- A. The Company agrees to jointly and severally indemnify and hold harmless each of A&M, its affiliates and their respective shareholders, managers, members, employees, agents, representatives and subcontractors (each, an "Indemnified Party" and collectively, the "Indemnified Parties") against any and all losses, claims, damages, liabilities, penalties, obligations, disbursements and expenses, including the costs (fees and disbursements) for counsel or others (including employees of A&M, based on their then current hourly billing rates) in investigating, preparing or defending any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing the Agreement (including these indemnity provisions), as and when incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the Indemnified Parties' acceptance of or the performance or nonperformance of their obligations under the Agreement; provided, however, such indemnity shall not apply to any such loss, claim, damage, liability or expense to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from such Indemnified Party's gross negligence or willful misconduct. The Company also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with the engagement of A&M, except to the extent for any such liability for losses, claims, damages, liabilities or expenses that are found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from such Indemnified Party's gross negligence or willful misconduct. The Company further agrees that it will not, without the prior consent of an Indemnified Party, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which such Indemnified Party seeks indemnification hereunder (whether or not such Indemnified Party is an actual party to such claim, action, suit or proceeding) unless such settlement, compromise or consent includes an unconditional release of such Indemnified Party from all liabilities arising out of such claim, action, suit or proceeding.
- B. These indemnification provisions shall be in addition to any liability which the Company otherwise have to the Indemnified Parties. In the event that, at any time whether before or after termination of the engagement or the Agreement, as a result of or in connection with the Agreement or A&M's and its personnel's role under the Agreement, A&M or any Indemnified Party is required to produce any of its personnel (including former employees) or for examination, discovery, deposition or other written, recorded or oral presentation, or A&M or any of its personnel (including former employees) or any other Indemnified Party is required to produce or otherwise review, compile, submit, duplicate, search for, organize or report on any material within such Indemnified Party's possession or control pursuant to a subpoena or other legal (including administrative) process, the Company will reimburse the Indemnified Party for its out of pocket expenses, including the reasonable fees and expenses of its counsel, and will compensate the Indemnified

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Party for the time expended by its personnel based on such personnel's then current hourly rate.

- C. If any action, proceeding or investigation is commenced to which any Indemnified Party proposes to demand indemnification hereunder, such Indemnified Party will notify the Company with reasonable promptness; provided, however, that any failure by such Indemnified Party to notify the Company will not relieve the Company from its obligations hereunder, except to the extent that such failure shall have actually prejudiced the defense of such action. The Company shall promptly pay expenses reasonably incurred by any Indemnified Party in defending, participating in, or settling any action, proceeding or investigation in which such Indemnified Party is a party or is threatened to be made a party or otherwise is participating in by reason of the engagement under the Agreement, upon submission of invoices therefor, whether in advance of the final disposition of such action, proceeding, or investigation or otherwise. Each Indemnified Party hereby undertakes, and each of the Company hereby accepts its undertaking, to repay any and all such amounts so advanced if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefor. If any such action, proceeding or investigation in which an Indemnified Party is a party is also against the Company, the Company may, in lieu of advancing the expenses of separate counsel for such Indemnified Party, provide such Indemnified Party with legal representation by the same counsel who represents the Company, provided such counsel is reasonably satisfactory to such Indemnified Party, at no cost to such Indemnified Party; provided, however, that if such counsel or counsel to the Indemnified Party shall determine that due to the existence of actual or potential conflicts of interest between such Indemnified Party and either the Company such counsel is unable to represent both the Indemnified Party and either the Company, then the Indemnified Party shall be entitled to use separate counsel of its own choice, and the Company shall promptly advance its reasonable expenses of such separate counsel upon submission of invoices therefor. Nothing herein shall prevent an Indemnified Party from using separate counsel of its own choice at its own expense. The Company will be liable for any settlement of any claim against an Indemnified Party made with the Company's written consent, which consent shall not be unreasonably withheld.
- D. In order to provide for just and equitable contribution if a claim for indemnification pursuant to these indemnification provisions is made but it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that such indemnification may not be enforced in such case, even though the express provisions hereof provide for indemnification, then the relative fault of the Company, on the one hand, and the Indemnified Parties, on the other hand, in connection with the statements, acts or omissions which resulted in the losses, claims, damages, liabilities and costs giving rise to the indemnification claim and other relevant equitable considerations shall be considered; and further provided that in no event will the Indemnified Parties' aggregate contribution for all losses, claims, damages, liabilities and expenses with respect to which contribution is available hereunder exceed the amount of fees actually received by the Indemnified Parties pursuant to the Agreement. No person found liable for a fraudulent misrepresentation shall be entitled to contribution hereunder from any person who is not also found liable for such fraudulent misrepresentation.

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- E. In the event the Company, the Bank and A&M seek judicial approval for the assumption of the Agreement or authorization to enter into a new engagement agreement pursuant to either of which A&M would continue to be engaged by the Company, the Company shall promptly pay expenses reasonably incurred by the Indemnified Parties, including attorneys' fees and expenses, in connection with any motion, action or claim made either in support of or in opposition to any such retention or authorization, whether in advance of or following any judicial disposition of such motion, action or claim, promptly upon submission of invoices therefor and regardless of whether such retention or authorization is approved by any court. The Company will also promptly pay the Indemnified Parties for any expenses reasonably incurred by them, including attorneys' fees and expenses, in seeking payment of all amounts owed to it under the Agreement (or any new engagement agreement) whether through submission of a fee application or in any other manner, without offset, recoupment or counterclaim, whether as a secured claim, an administrative expense claim, an unsecured claim, a prepetition claim or a postpetition claim.
- F. Neither termination of the Agreement nor termination of A&M's engagement nor the filing of a petition or application under the *Companies' Creditors Arrangement Act* or the *Bankruptcy and Insolvency Act* (Canada) (nor the conversion of an existing case to a different form of proceeding, including a receivership) shall affect these indemnification provisions, which shall hereafter remain operative and in full force and effect.
- G. The rights provided herein shall not be deemed exclusive of any other rights to which the Indemnified Parties may be entitled under the certificate of incorporation or by-laws of the Company, any policy of insurance, any other agreements, any vote of shareholders or disinterested directors of the Company, any applicable law or otherwise.

[remainder of the page has been left intentionally blank; signature page to Exhibit A follows]

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Accepted and agreed to by:


AMC&F Properties Ltd.

By: 
David Mullen
Title: Director
I have authority to bind the corporation.

Lyncorp Manufacturing Ltd.

By: 
David Mullen
Title: Director
I have authority to bind the corporation.

BMO Bank of Montreal

By: 
Trevor Bauer
Title: Senior Account Manager

Alvarez & Marsal Canada ULC

By: 
Orest Konowalchuk
Title: Managing Director

[signature page to Exhibit A]

This is **Exhibit "Y"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

HIGHWAY 2

FOR SALE

63,495 SF ON 4.94 ACRES

STATE OF THE ART MANUFACTURING FACILITY

402086 – 81 STREET E

FOOTHILLS COUNTY, AB



Lead Agents:

BRAD PILLING

brad.pilling@cushwake.com

ZACK DARRAGH

zack.darragh@cushwake.com

PROPERTY DETAILS

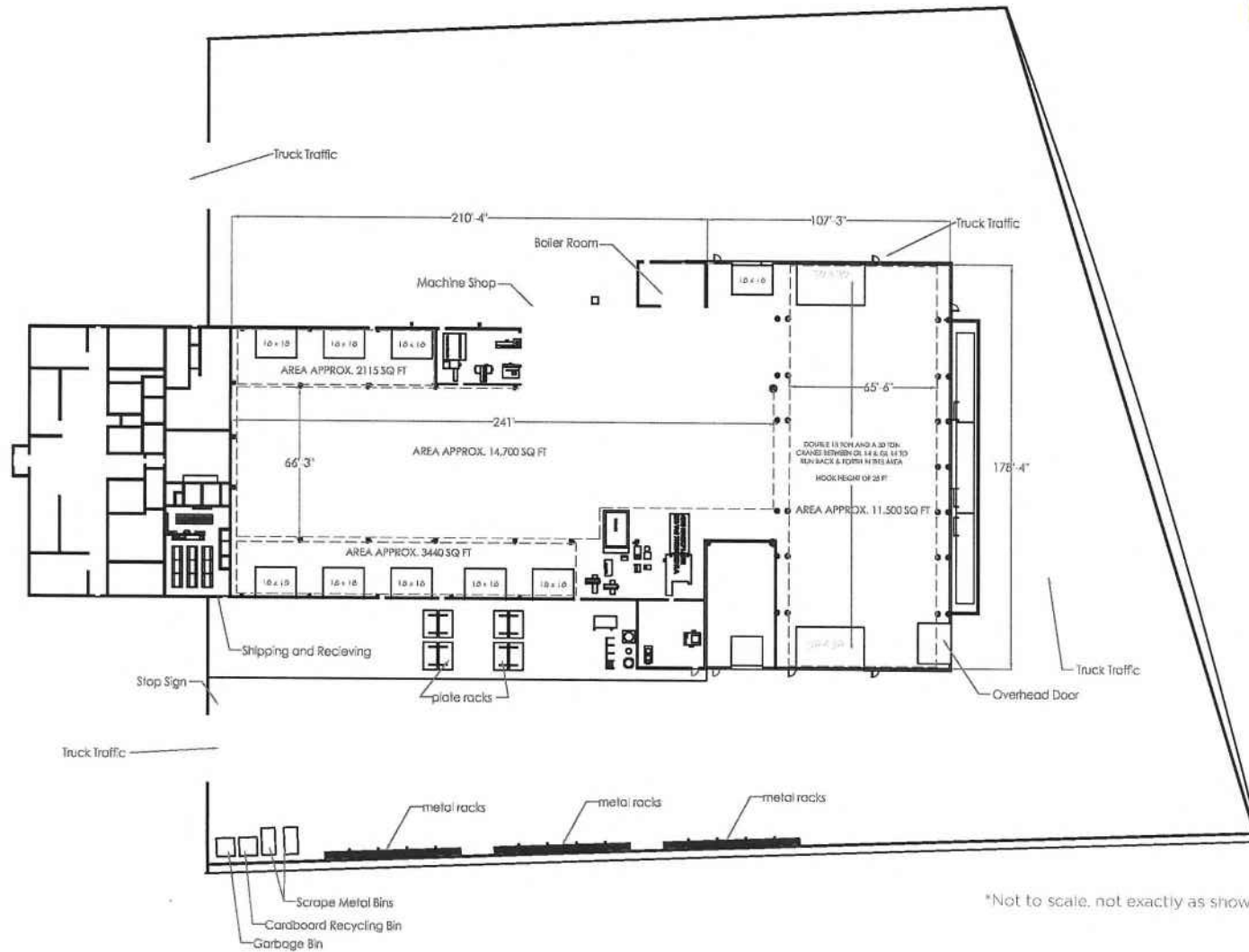
District:	Aldersyde, Foothills County
Zoning:	HMI (Hamlet Industry District)
Site Size:	4.94 acres
Available Area:	± 63,495 sf
Office Area:	± 10,898 sf
Shop/Warehouse Area:	± 52,597 sf
Loading Doors:	9 (18' x 18') sunshine drive-ins (automatic) 2 (30' x 30') drive-thrus 1 (12' x 12') drive-in
Ceiling Height:	26' - 34' clear
Power:	1,200A, 347/600V, 3 phase, 4 wire (TBV)
Cranes:	Crane Runway 1: 2 (15-ton) & 1 (30-ton) 26' under hook
	Crane Runway 2: 1 (10-ton) & 2 (5-ton) 19' under hook
Parking Stalls:	67
Year Built:	2013/2014
Asking Price:	\$11,900,000
Property Taxes:	\$74,774.26 (2023)
Availability:	Negotiable

Highlights

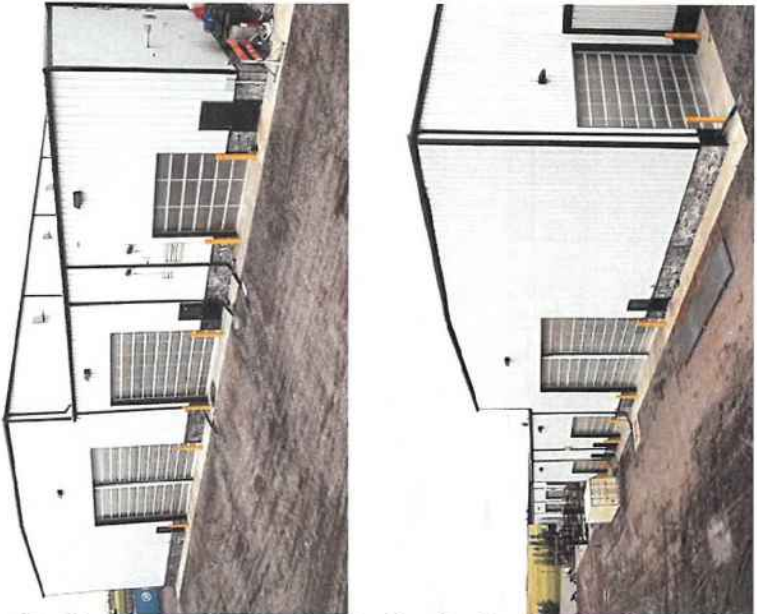
- Freestanding manufacturing facility on 4.94 acres
- CWB certified shop
- 3 make-up air units: 13,000 CFM, 10,000 CFM & TBV
- Building is sprinklered
- Sump and trench drains
- Sandblast tent (20' x 40') and paint booth
- In-floor heating throughout main floor
- Site is connected to municipal water (High River)
- Boiler updated in 2022
- Telus fibre optic available
- Site improvements include asphalt paved parking areas, curbing, signage, landscaping, yard lighting and drainage
- Good access onto Highway 2 and Highway 2A



MAIN FLOOR PLAN

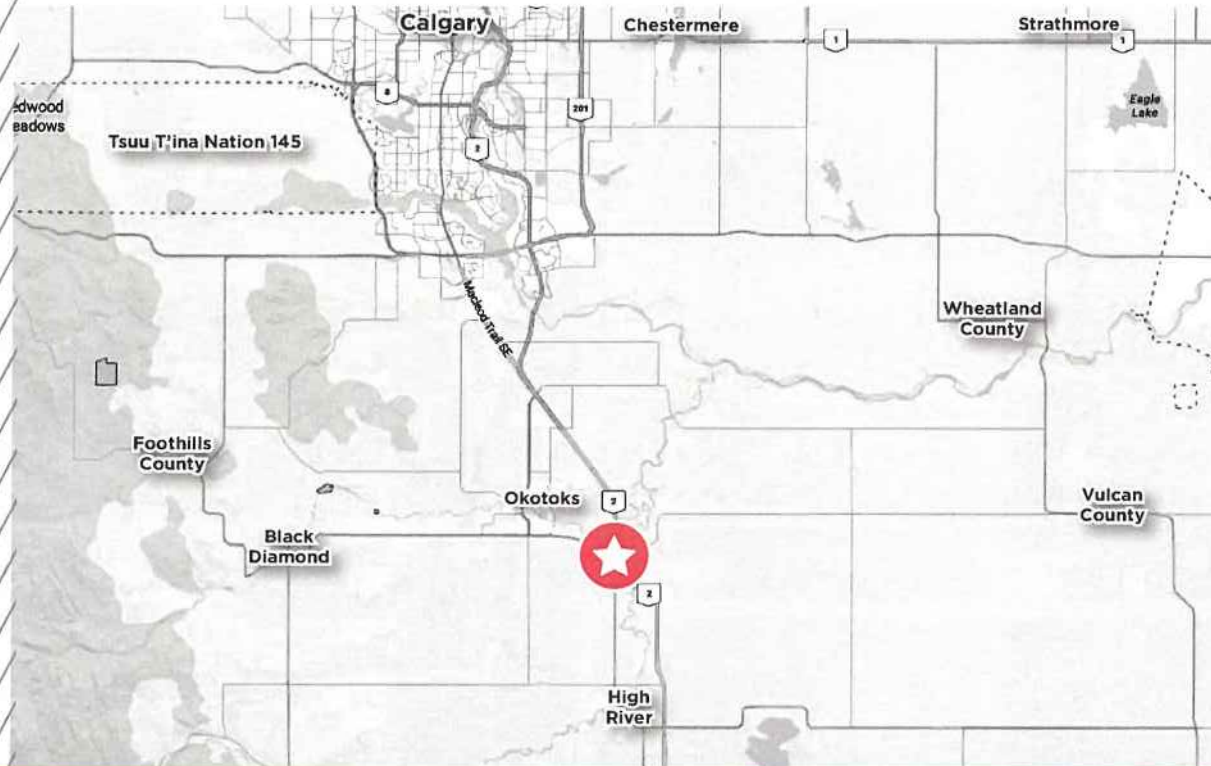


NOTE: Second floor shop office, lunch room and locker room not shown.





LOCATION MAP



APPROX. DRIVE TIMES

Okotoks	7 Mins
High River	9 Mins
Calgary City Limits	15 Mins

BRAD PILLING
Vice President
Industrial Sales & Leasing
D: 403 261 1121
C: 403 880 1419
brad.pilling@cushwake.com

ZACK DARRAGH
Associate Vice President
Industrial Sales & Leasing
D: 403 261 1120
C: 587 437 2595
zack.darragh@cushwake.com

BRENT JOHANNESSEN
Vice President
Industrial Sales & Leasing
D: 403 261 1116
C: 403 589 8600
brent.johannesen@cushwake.com

JORDAN LEBLANC
Associate Vice President
Industrial Sales & Leasing
D: 403 261 1166
C: 403 660 5141
jordan.leblanc@cushwake.com

SAM HURL
Associate
Industrial Sales & Leasing
D: 403 261 1115
C: 403 630 7215
sam.hurl@cushwake.com



CUSHMAN & WAKEFIELD ULC
250 - 6 Ave SW, Suite 2400
Calgary, AB T2P 3H7
cushmanwakefield.com

This is **Exhibit "Z"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

From: Grant W.D. Cameron <Cameron@carscallen.com>
Sent: Tuesday, January 23, 2024 5:52 PM
To: Keliher, Christopher
Subject: RE: AMC&F / Lyncorp - Forbearance Agreement Expiration

• External Email | Courrier électronique externe •

Thanks Chris. I will review with my clients and circle back with an update when I can.



Grant Cameron
Partner
Carscallen LLP

CARSCALLEN LLP

Centrium Place, 900, 332 - 6 Ave SW, Calgary, Alberta T2P 0B2

T: (403) 298-8446 | F: (403) 262-2952 | E: Cameron@carscallen.com



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From: Keliher, Christopher <christopher.keliher@blakes.com>
Sent: Monday, January 22, 2024 11:14 AM
To: Grant W.D. Cameron <Cameron@carscallen.com>
Subject: RE: AMC&F / Lyncorp - Forbearance Agreement Expiration

CAUTION: This message is from an external sender. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Grant,

As you are aware, the Forbearance Agreement among AMC&F, Lyncorp, and BMO expires this **Friday, January 26, 2024**.

BMO is in the process of determining next steps and would appreciate an update on whether your client will, by the end of this week: (a) have an accepted purchase and sale agreement in place for the AMC&F Property, or (b) be in a position to fully payout the Outstanding Indebtedness.

Thanks,

Christopher Keliher MBA, CIRP, LIT (he, him, his)
 Associate

christopher.keliher@blakes.com

T. +1-403-260-9760

C. +1-825-431-4805

Blake, Cassels & Graydon LLP

855 - 2 St. S.W., Suite 3500, Calgary AB T2P 4J8 ([Map](#))

blakes.com | [LinkedIn](#)



Blakes Means Business

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This is **Exhibit "AA"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

From: David Mullen <dmullen@lyncorp.ca>
Sent: January 24, 2024 1:43 PM
To: Bauer, Trevor <Trevor.Bauer@bmo.com>
Subject: Fwd: Jan 20 report - AMC&F Properties Ltd.

External Email: Use caution with links and attachments. | **Courriel externe :** Faites preuve de prudence en ce qui a trait aux liens et aux pièces jointes.

Trevor.

See below

From: Darrick Evong

AMC&F will not be in a position to pay out BMO until the property sells.

5(a) on or before the date of this Agreement, the Borrower will retain or continue to retain a real estate agent (the "Realtor") to list for sale the AMC&F Property at a price acceptable to the Lender, acting reasonably (the "Listing"). The Borrower shall direct the Realtor to communicate with and provide updates regarding the Listing to the Lender on request, with or without the Borrower present;

Cushman Wakefield continues to represent AMC&F on the property. The 6 month agreement expired December 31, 2023, however Lyncorp remains working with them on a 30 day notice, link to listing with updated pricing:

<https://www.cushmanwakefield.com/en/canada/properties/for-sale/manufacturing/ab/alderseyde/402086-81st-street-e/s121177160s121177171-s>

5(e) on the 5th and 20th of each month, on or before 12:00 pm Calgary Time, the Borrower shall provide the Lender with a written update on the status and progress of the Listing, including whether there have been any offers received for the purchase of the AMC&F Property.

Regarding the Three parties interested in the building, workforce, and equipment:

1. The party that visited on Monday, January 8th, initially showed high interest, and we anticipated a formal proposal. However, they have since decided to pursue other options.
2. The second party, introduced by Colliers and Cushman, visited from Vancouver on Thursday, January 18th. Their tour and meeting with our management received positive feedback. We anticipate a potential offer from them this week or next.
3. The third party, known for manufacturing convertible auto carriers, remains interested. However, they currently lack the financial support needed to make a formal offer.

Clause 6: The Borrower agrees to actively investigate other potential financing options to facilitate the full payout of the Outstanding Indebtedness. The Borrower will update the Lender on its progress to obtain financing from an alternative lender or other source to fully repay the Outstanding Indebtedness to the Lender, including with respect to any term sheets presented to the Borrower.

As noted in the last update, refinancing efforts stalled given the current state of the business/tenant. No additional lenders have been approached.

Clause 9: The Borrower will do or cause to be done all acts and things, and provide and deliver or cause to be provided and delivered all agreements and documents, and provide such assurances, undertakings and information as may be required to facilitate the mandate of the Financial Advisor, with a view to allowing the Financial Advisor to finalize a report to the Lender regarding the financial affairs of the Borrower and the Guarantor (as described more fully in the engagement letter of the Financial Advisor) on or before January 19, 2024.

Worked with A&M to get all the requested information in advance of the deadline. Additional information and queries were addressed over the weekend.

On Wed, Jan 24, 2024 at 10:53 AM David Mullen <dmullen@lyncorp.ca> wrote:

See below

Sent from my iPhone

Begin forwarded message:

From: "Bauer, Trevor" <Trevor.Bauer@bmo.com>
Date: January 24, 2024 at 10:36:13 AM MST
To: David Mullen <dmullen@lyncorp.ca>
Cc: "Bauer, Trevor" <Trevor.Bauer@bmo.com>
Subject: Jan 20 report - AMC&F Properties Ltd.

Hi Dave,

Hope all is well.

I am following up for the January 20th report. Specifically, if AMC&F is in a position to pay the outstanding balance on Friday, Jan 26, which is the Forbearance expiration date.

Can you give me an update please?

Thank you,

Trevor Bauer
Senior Account Manager

Bank of Montreal, Transit 3218

525 – 8th Ave SW, 9th Floor
Calgary, AB T2P 1G1

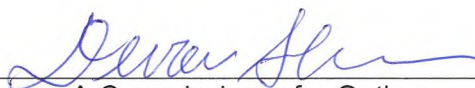
trevor.bauer@bmo.com
T 403-503-5914
F 403-503-7020

This email and its attachments are confidential. Any unauthorized use or disclosure is prohibited. If you receive this email in error, please notify me by reply email and permanently delete the original without making any copies or disclosing its contents.

--

Darrick Evong
403-978-0608

This is **Exhibit "BB"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

Keliher, Christopher

From: Keliher, Christopher
Sent: Wednesday, January 31, 2024 1:56 PM
To: Grant W.D. Cameron
Subject: RE: AMC&F / Lyncorp - Forbearance Agreement Expiration

Grant,

I can confirm that the Bank will be making its application against both AMC&F Properties Ltd and Lyncorp Manufacturing Ltd.

With respect to the appraisal, I can confirm that the Bank has not yet received a finalized copy of same. Subject to you and your client providing an undertaking that the appraisal will be kept strictly confidential, the Bank is prepared to provide you a copy once received. So you are aware, the Bank anticipates filing a copy of the appraisal under seal in connection with its receivership application.

We have also consulted with the Bank regarding your availability to attend an application prior to February 26th. Barring any material risk or prejudice arising to the Bank's security between now and then, the Bank is prepared to hold off on seeking an earlier application date to accommodate your travel schedule. However, and to be clear, if the Outstanding Indebtedness is not otherwise addressed by your clients before February 26th, the Bank will proceed with its application as scheduled, and all costs and fees incurred in preparation for such application will accrue to your clients.

Please let us know if you have any questions or concerns.

Chris

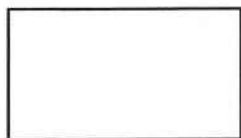
Christopher Keliher MBA, CIRP, LIT (he, him, his)
 Associate
christopher.keliher@blakes.com
 T. +1-403-260-9760
 C. +1-825-431-4805

From: Grant W.D. Cameron <Cameron@carscallen.com>
Sent: Tuesday, January 30, 2024 10:05 AM
To: Keliher, Christopher <christopher.keliher@blakes.com>
Subject: RE: AMC&F / Lyncorp - Forbearance Agreement Expiration

• External Email | Courriel électronique externe •

For the purposes of better advising Mr. Mullen, please advise as to what corporation you are intending to place into Receivership.

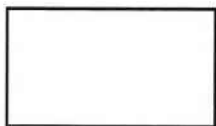
I think you were ordering an updated appraisal as well. Do you have that in hand?



Grant Cameron
 Partner
 Carscallen LLP

Centrium Place, 900, 332 - 6 Ave SW, Calgary, Alberta T2P 0B2

T: (403) 298-8446 | F: (403) 262-2952 | E: Cameron@carscallen.com



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From: Keliher, Christopher <christopher.keliher@blakes.com>
Sent: Monday, January 29, 2024 6:07 PM
To: Grant W.D. Cameron <Cameron@carscallen.com>
Subject: RE: AMC&F / Lyncorp - Forbearance Agreement Expiration

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Thanks for the update. Please let us know if there is anything arising from your conversations with Mr. Mullen.

Christopher Keliher MBA, CIRP, LIT (he, him, his)
 Associate
christopher.keliher@blakes.com
 T. +1-403-260-9760
 C. +1-825-431-4805

From: Grant W.D. Cameron <Cameron@carscallen.com>
Sent: Monday, January 29, 2024 4:23 PM
To: Keliher, Christopher <christopher.keliher@blakes.com>
Subject: RE: AMC&F / Lyncorp - Forbearance Agreement Expiration

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Thanks for your email. I am meeting with Mr. Mullen in the next few days, and if there is anything to report arising from that meeting, I will advise.

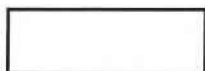
Note that I am out of the office and out of the country in mid-February. Monday the 26th of February is my first day back in the office. I will put the application in my calendar for 3:00, but would be unavailable to attend prior to that date and time.



Grant Cameron
 Partner
 Carscallen LLP

Centrium Place, 900, 332 - 6 Ave SW, Calgary, Alberta T2P 0B2

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From: Keliher, Christopher <christopher.keliher@blakes.com>
Sent: Monday, January 29, 2024 11:26 AM
To: Grant W.D. Cameron <Cameron@carscallen.com>
Subject: RE: AMC&F / Lyncorp - Forbearance Agreement Expiration

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Hi Grant,

Following up on my e-mail last week.

As you know, the forbearance term expired last Friday, January 26, 2024.

Based on correspondence between the Bank and your clients, we understand that there is currently no plan in place for your client to: (a) address the outstanding indebtedness owed to the Bank, either directly or through a refinancing, or (b) continue making payments to the Bank as those payments generally become due.

As of this week, your clients will be four months in arrears with respect to its obligations to the Bank.

The Bank also understands that substantially all operations at your clients' business have ceased and that, as a consequence, its security continues to erode.

Given the foregoing, the Bank has no choice but to proceed with a receivership application.

To that end, we have booked time on **February 26, 2024, at 3:00PM** before Justice Hollins (via Webex) to hear that receivership application. Please note, however, that we have also asked the King's Bench commercial coordinator to provide earlier hearing dates for the application should such earlier date become available.

Yours truly,

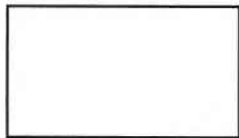
Chris

Christopher Keliher MBA, CIRP, LIT (he, him, his)
 Associate
christopher.keliher@blakes.com
 T. +1-403-260-9760
 C. +1-825-431-4805

From: Grant W.D. Cameron <Cameron@carscallen.com>
Sent: Tuesday, January 23, 2024 5:52 PM
To: Keliher, Christopher <christopher.keliher@blakes.com>
Subject: RE: AMC&F / Lyncorp - Forbearance Agreement Expiration

• External Email | Courrier électronique externe •

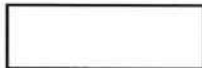
Thanks Chris. I will review with my clients and circle back with an update when I can.



Grant Cameron
Partner
Carscallen LLP

Centrium Place, 900, 332 - 6 Ave SW, Calgary, Alberta T2P 0B2

T: (403) 298-8446 | F: (403) 262-2952 | E: Cameron@carscallen.com



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Sent: Monday, January 22, 2024 11:14 AM
To: Grant W.D. Cameron <Cameron@carscallen.com>
Subject: RE: AMC&F / Lyncorp - Forbearance Agreement Expiration

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Thanks,

Christopher Keliher MBA, CIRP, LIT (he, him, his)
Associate
christopher.keliher@blakes.com
T. +1-403-260-9760
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Blake, Cassels & Graydon LLP
855 - 2 St. S.W., Suite 3500, Calgary AB T2P 4J8 ([Map](#))
blakes.com [LinkedIn](#)



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This is **Exhibit "CC"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

COURT FILE NUMBER

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

APPLICANT

BANK OF MONTREAL

RESPONDENTS

AMC&F PROPERTIES LTD.
LYNCORP MANUFACTURING LTD.

DOCUMENT

CONSENT TO ACT AS RECEIVER

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

BLAKE, CASSELS & GRAYDON LLP
3500, 855 – 2nd Street S.W.
Calgary, Alberta T2P 4J8

Attention: Christopher Keliher

Telephone: 403-260-9760

Email: christopher.keliher@blakes.com

Alvarez & Marsal Canada Inc., a licensed insolvency trustee, hereby consents to being appointed as receiver of the respondents, AMC&F Properties Ltd. and Lyncorp Manufacturing Ltd.

DATED at Calgary, Alberta and effective this 13th day of February, 2024.

ALVAREZ & MARSAL CANADA INC.



Per: _____
Name: Orest Konowalchuk, LIT
Title: Senior Vice President

This is **Confidential Exhibit "1"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.


A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

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This is **Confidential Exhibit "2"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
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Devon Slavin
Student-at-Law

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This is **Confidential Exhibit "3"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

**THIS DOCUMENT HAS BEEN TEMPORARILY
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This is **Confidential Exhibit "4"** referred to in the Affidavit of Trevor Bauer affirmed before me this 15th day of February, 2024.



A Commissioner for Oaths
in and for Alberta

Devon Slavin
Student-at-Law

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