This is Exhibit "Q" referred to in the Affidavit of Arnold Masson

Sworn before me this <u>28k</u> day of September, 2017

A Commissioner for Oaths
In and for the Province of Alberta

Tessa MacLeod Student-At-Law

Personal Property Registry Search Results Report

Search ID#: Z09155173

Page 1 of 68

Transmitting Party
DENTONS CANADA LLP

2900 MANULIFE PLACE, 10180 101 STREET EDMONTON, AB T5J 3V5

Party Code: 50000165 Phone #: 780 423 7327

Reference #:

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Personal Property Registry Search Results Report

Search ID#: Z09155173

Page 2 of 68

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 09051312353

Registration Type: SECURITY AGREEMENT

Registration Date: 2009-May-13

Registration Status: Current

Expiry Date: 2019-May-13 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

14041135848

Renewal

2014-Apr-11

Debtor(s)

Block

INDEPENDENT ELECTRIC AND CONTROLS LTD. 1

PO BOX 6247 STN MAIN DRAYTON VALLEY, AB T7A 1R7

Status

Current

Secured Party / Parties

Status Block

ROYAL BANK OF CANADA

180 WELLINGTON ST W BSC 3RD FL

TORONTO, ON M5J 1J1

Current

Collateral: General

Status Description Block

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Personal Property Registry Search Results Report

Search ID#: Z09155173

Page 3 of 68

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 11121100163

Registration Type: SECURITY AGREEMENT

Registration Date: 2011-Dec-11

Registration Status: Current

Expiry Date: 2043-Dec-11 23:59:59

Exact Match on:

Debtor

No: 1

Exact Match on:

Debtor

No: 2

Amendments to Registration

11121100177

Renewal

2011-Dec-11

Debtor(s)

Block

1

INDEPENDENT ELECTRIC AND CONTROLS LTD.

5709 - 49 AVENUE DRAYTON VALLEY, AB T7A 1R9

Block

Status

Status

Current

2

INDEPENDENT ELECTRIC AND CONTROLS LTD. C/O 2800, 10060 JASPER AVENUE EDMONTON, AB T5J 3V9

Current

Secured Party / Parties

Block

1

Status Current

BUSINESS DEVELOPMENT BANK OF CANADA BOX 6,505 BURRARD ST

VANCOUVER, BC V7X 1M3

Phone #: 604 666 7467

Fax #: 604 666 1573

Collateral: General

Block Description **Status**

1

Personal Property Registry Search Results Report

Search ID#: Z09155173

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All of the Debtor's present and after-acquired personal property. Proceeds: all of the Debtor's present and after-acquired personal property.

Personal Property Registry Search Results Report

Search ID#: Z09155173

Page 5 of 68

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 12042617162

Registration Type: SECURITY AGREEMENT

Registration Date: 2012-Apr-26

Registration Status: Current

Expiry Date: 2027-Apr-26 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Status Block

BOX 6247

Current INDEPENDENT ELECTRIC AND CONTROLS LTD.

DRAYTON VALLEY, AB T7A 1R7

Secured Party / Parties

Status Block

IEC BUSINESS HOLDINGS INC.

BOX 6247 DRAYTON VALLEY, AB T7A 1R7

Collateral: General

Status Block Description

All present and after acquired personal property

Current

Personal Property Registry Search Results Report

Search ID#: Z09155173

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 13022627245

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Feb-26

Registration Status: Current

Expiry Date: 2019-Feb-26 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Status Block

INDEPENDENT ELECTRIC AND CONTROLS LTD.

5602 58 AVE 6777 DRAYTON VALLEY, AB T7A 0B1 Current

Page 6 of 68

Secured Party / Parties

Status Block

GE VFS CANADA LIMITED PARTNERSHIP 2300 MEADOWVALE BLVD, SUITE 200 1

MISSISSAUGA, ON L5N 5P9

Current

Current

Collateral: General

Status Description **Block**

ALL GOODS WHICH ARE COPIERS TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS THEREOF AND ALL PARTS, ACCESSORIES, ACCESSIONS AND ATTACHMENTS THERETO AND ALL PROCEEDS THEREOF, INCLUDING ALL PROCEEDS WHICH ARE ACCOUNTS, GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, CROPS OR INSURANCE PROCEEDS (REFERENCE LEASE NO. 8768634-001)

Personal Property Registry Search Results Report

Search ID#: Z09155173

Page 7 of 68

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 13022627522

Registration Date: 2013-Feb-26

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2018-Feb-26 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

1

Block

Status

INDEPENDENT ELECTRIC AND CONTROLS LTD. 5602 58 AVE 6777

DRAYTON VALLEY, AB T7A 0B1

Current

Secured Party / Parties

Block

GE VFS CANADA LIMITED PARTNERSHIP 2300 MEADOWVALE BLVD, SUITE 200

MISSISSAUGA, ON L5N 5P9

Status Current

Collateral: General

Block Description **Status** Current

ALL GOODS WHICH ARE COPIERS TOGETHER WITH ALL REPLACEMENTS AND ALL GOODS WHICH ARE COPIERS TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS THEREOF AND ALL PARTS, ACCESSORIES, ACCESSIONS AND ATTACHMENTS THERETO AND ALL PROCEEDS THEREOF, INCLUDING ALL PROCEEDS WHICH ARE ACCOUNTS, GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, CROPS OR INSURANCE PROCEEDS (REFERENCE LEASE NO. 8768645-001)

Personal Property Registry Search Results Report

Search ID#: Z09155173

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Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 13022628031

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Feb-26

Registration Status: Current

Expiry Date: 2018-Feb-26 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status Current

INDEPENDENT ELECTRIC AND CONTROLS LTD.

5602 58 AVE 6777

DRAYTON VALLEY, AB T7A 0B1

Secured Party / Parties

Block

Status Current

GE VFS CANADA LIMITED PARTNERSHIP 1 2300 MEADOWVALE BLVD, SUITE 200

MISSISSAUGA, ON L5N 5P9

Collateral: General

Block

Description

Status Current

ALL GOODS WHICH ARE COPIERS TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS THEREOF AND ALL PARTS, ACCESSORIES, ACCESSIONS AND ATTACHMENTS THERETO AND ALL PROCEEDS THEREOF, INCLUDING ALL PROCEEDS WHICH ARE ACCOUNTS, GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, CROPS OR INSURANCE PROCEEDS (REFERENCE LEASE NO. 8768651-001)

Personal Property Registry Search Results Report

Search ID#: Z09155173

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Current

Current

Current

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 13022628267

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Feb-26

Registration Status: Current

Expiry Date: 2018-Feb-26 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

<u>Block</u> <u>Status</u>

1

INDEPENDENT ELECTRIC AND CONTROLS LTD. 5602 58 AVE 6777

DRAYTON VALLEY, AB T7A 0B1

Secured Party / Parties

<u>Block</u> <u>Status</u>

1

GE VFS CANADA LIMITED PARTNERSHIP 2300 MEADOWVALE BLVD, SUITE 200 MISSISSAUGA, ON L5N 5P9

Collateral: General

Block Description Status

ALL GOODS WHICH ARE COPIERS TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS THEREOF AND ALL PARTS, ACCESSORIES, ACCESSIONS AND ATTACHMENTS THERETO AND ALL PROCEEDS THEREOF, INCLUDING ALL PROCEEDS WHICH ARE ACCOUNTS, GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, CROPS OR INSURANCE PROCEEDS (REFERENCE LEASE NO. 8768656-001)

Personal Property Registry Search Results Report

Search ID#: Z09155173

Page 10 of 68

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 13082719977

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Aug-27

Registration Status: Current

Expiry Date: 2017-Aug-27 23:59:59

Inexact Match on:

Debtor

No: 1

Amendments to Registration

15091711392

Renewal

2015-Sep-17

Debtor(s)

<u>Block</u> <u>Status</u>

1

INDEPENDENT ELECTRIC & CONTROLS LTD

PO BOX 6247

DRAYTON VALLEY, AB T7A 1R7

Secured Party / Parties

Block Status

1 .

TDF GROUP INC. 11025 - 184 STREET EDMONTON, AB T5S 0A6 Current

Current

Collateral: Serial Number Goods

BlockSerial NumberYearMake and ModelCategoryStatus11FTFW1ET4DFC986712013Ford F-150MV - Motor VehicleCurrent

Personal Property Registry Search Results Report

Search ID#: Z09155173

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Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 13091327056

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Sep-13

Registration Status: Current

Expiry Date: 2017-Sep-13 23:59:59

Inexact Match on: Debtor

No: 1

Amendments to Registration

15082508424

Renewal

2015-Aug-25

Debtor(s)

Block

1

INDEPENDENT ELECTRIC & CONTROLS LTD

PO BOX 6247

DRAYTON VALLEY, AB T7A 1R7

Status

Current

Secured Party / Parties

Block

1

TDF GROUP INC. 11025 - 184 STREET EDMONTON, AB T5S 0A6 **Status**

Current

Collateral: Serial Number Goods

Block Serial Number Year

Make and Model

Category

Status

1FT8W3B66DEB15909

2013

Ford Super Duty F-350 SRW MV - Motor Vehicle

Personal Property Registry Search Results Report

Search ID#: Z09155173

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Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 13101020033

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Oct-10 Registration Status: Current

Expiry Date: 2017-Oct-10 23:59:59

Inexact Match on: Debtor

No: 1

Amendments to Registration

15101928171

Renewal

2015-Oct-19

17012714440

Amendment

2017-Jan-27

Debtor(s)

Block

INDEPENDENT ELECTRIC & CONTROLS LTD

PO BOX 6247

DRAYTON VALLEY, AB T7A 1R7

Status

Current

Status

Current

Secured Party / Parties

Block

TDF GROUP INC. 11025 - 184 STREET

EDMONTON, AB T5S 0A6

Collateral: Serial Number Goods

Block	Serial Number	<u>Year</u>	Make and Model	Category	<u>Status</u>
1	1GC4K0CG5EF104900	2014	Chevrolet Silverado 3500	MV - Motor Vehicle	Deleted By 17012714440
2	1GC4K0CG4EF105830	2014	Chevrolet Silverado 3500	MV - Motor Vehicle	Deleted By 17012714440
3	3C6TR5JT3DG610525	2013	Ram 2500	MV - Motor Vehicle	Current
4	1FT7W2B6XEEA01127	2014	Ford Super Duty F-250 SRW	MV - Motor Vehicle	Current

Personal Property Registry Search Results Report

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Search ID#: Z09155173

5	1GC4K0CG1EF114209	2014	Chevrolet Silverado 3500	MV - Motor Vehicle	Deleted By 17012714440
6	1GC4K0CG7EF106342	2014	Chevrolet Silverado 3500	MV - Motor Vehicle	Deleted By 17012714440

Personal Property Registry Search Results Report

Search ID#: Z09155173

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Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 14021827497

Registration Type: SECURITY AGREEMENT

Registration Status: Current Registration Date: 2014-Feb-18

Expiry Date: 2018-Feb-18 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

1

Status

INDEPENDENT ELECTRIC AND CONTROLS LTD.

5709 49 AVE

EDMONTON, AB T7A 1R7

Current

Secured Party / Parties

Block

Status Current

GE VFS CANADA LIMITED PARTNERSHIP 1 2300 MEADOWVALE BLVD, SUITE 200 MISSISSAUGA, ON L5N 5P9

Collateral: General

Block Description **Status**

ALL GOODS WHICH ARE COPIERS TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS THEREOF AND ALL PARTS, ACCESSORIES, ACCESSIONS AND ATTACHMENTS THERETO AND ALL PROCEEDS THEREOF, INCLUDING ALL PROCEEDS WHICH ARE ACCOUNTS, GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, CROPS OR INSURANCE PROCEEDS (REFERENCE NO. 9741167-001)

Personal Property Registry Search Results Report

Search ID#: Z09155173

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Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 14031334832

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Mar-13

Registration Status: Current

Expiry Date: 2019-Mar-13 23:59:59

Inexact Match on: Debtor

No: 1

Amendments to Registration

16022929589

Renewal

2016-Feb-29

Debtor(s)

Block

INDEPENDENT ELECTRIC & CONTROLS LTD

PO BOX 6247

DRAYTON VALLEY, AB T7A 1R7

<u>Status</u>

Current

Secured Party / Parties

Block

TDF GROUP INC. 11025 - 184 STREET EDMONTON, AB T5S 0A6 1

Status

Current

Collateral: Serial Number Goods

Block Serial Number Make and Model **Status** <u>Year</u> Category 1GKS8CF48E1151459 2014 GMC Savana 1500 1LT AWD MV - Motor Vehicle Current

Personal Property Registry Search Results Report

Search ID#: Z09155173

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Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 14061719299

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Jun-17

Registration Status: Current

Expiry Date: 2020-Jun-17 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

INDEPENDENT ELECTRIC AND CONTROLS LTD. 1 5709 49 AVE

DRAYTON VALLEY, AB T7A 1S4

Status Current

Secured Party / Parties

Status Block

GE VFS CANADA LIMITED PARTNERSHIP 1 2300 MEADOWVALE BLVD, SUITE 200 MISSISSAUGA, ON L5N 5P9

Current

Collateral: General

Status Description Block

ALL GOODS WHICH ARE COPIERS TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS THEREOF AND ALL PARTS, ACCESSORIES, ACCESSIONS AND ATTACHMENTS THERETO AND ALL PROCEEDS THEREOF, INCLUDING ALL PROCEEDS WHICH ARE ACCOUNTS, GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES. CROPS OR INSURANCE PROCEEDS (REFERENCE NO. 9760574-001)

Personal Property Registry Search Results Report

Search ID#: Z09155173

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Current

Current

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 14080546977

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Aug-05

Registration Status: Current

Expiry Date: 2018-Aug-05 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Status **Block**

5709 49 AVE

INDEPENDENT ELECTRIC AND CONTROLS LTD. Current

Secured Party / Parties

Block Status

GE VFS CANADA LIMITED PARTNERSHIP 2300 MEADOWVALE BLVD, SUITE 200

DRAYTON VALLEY, AB T7A 1R7

MISSISSAUGA, ON L5N 5P9

Collateral: General

Block Description **Status**

ALL GOODS WHICH ARE COPIERS TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS THEREOF AND ALL PARTS, ACCESSORIES, ACCESSIONS AND ATTACHMENTS THERETO AND ALL PROCEEDS THEREOF, INCLUDING ALL PROCEEDS WHICH ARE ACCOUNTS, GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, CROPS OR INSURANCE PROCEEDS (REFERENCE NO. 9767377-001)

Personal Property Registry Search Results Report

Search ID#: Z09155173

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Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 14082106895

Registration Date: 2014-Aug-21

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2020-Aug-21 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

INDEPENDENT ELECTRIC AND CONTROLS LTD.

5602 - 58 AVENUE

DRAYTON VALLEY, AB T7A 1R7

Secured Party / Parties

Block <u>Status</u>

1 CATERPILLAR FINANCIAL SERVICES LIMITED 3457 SUPERIOR COURT, UNIT 2

OAKVILLE, ON L6L 0C4

Phone #: 905 849 3003

Fax #: 905 849 1023

Collateral: Serial Number Goods

Block Serial Number Year Make and Model Category <u>Status</u>

CAT0906HVJRF02157

2014 CATERPILLAR 906H2 MV - Motor Vehicle

Current

Status

Current

Current

Collateral: General

Status Block Description

ONE NEW 2014 CATERPILLAR 906H2 COMPACT WHEEL LOADER SERIAL NUMBER CAT0906HVJRF02157 TOGETHER WITH 48 INCH CLASS II CARRIAGE FORK, MATERIAL HANDLING ARM AND 72 INCH CLASS III FORKS AND CARRIAGE.

Personal Property Registry Search Results Report

Search ID#: Z09155173

Page 19 of 68

ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL.

PROCEEDS: GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.

Personal Property Registry Search Results Report

Search ID#: Z09155173

Page 20 of 68

Current

Current

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 14082122313

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Aug-21

Registration Status: Current

Expiry Date: 2019-Aug-21 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Status Block

1 5709 49 AVE

DRAYTON VALLEY, AB T7A 1R7

Current INDEPENDENT ELECTRIC AND CONTROLS LTD.

Secured Party / Parties

<u>Status</u> **Block**

GE VFS CANADA LIMITED PARTNERSHIP 2300 MEADOWVALE BLVD, SUITE 200 1

MISSISSAUGA, ON L5N 5P9

Collateral: General

Status Block Description

ALL GOODS WHICH ARE COPIERS TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS THEREOF AND ALL PARTS, ACCESSORIES, ACCESSIONS AND ATTACHMENTS THERETO AND ALL PROCEEDS THEREOF, INCLUDING ALL PROCEEDS WHICH ARE ACCOUNTS, GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, CROPS OR INSURANCE PROCEEDS (REFERENCE NO. 9769543-001) 1

Personal Property Registry Search Results Report

Search ID#: Z09155173

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Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 14091236498

Registration Date: 2014-Sep-12

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2019-Sep-12 23:59:59

Inexact Match on:

Debtor

No: 1

Amendments to Registration

16082517947

Renewal

2016-Aug-25

Debtor(s)

Block

1

INDEPENDENT ELECTRIC & CONTROLS LTD

PO BOX 6247 DRAYTON VALLEY, AB T7A 1R7 Status Current

Odnom

Secured Party / Parties

Block

1

TDF GROUP INC. 11025 - 184 STREET EDMONTON, AB T5S 0A6 <u>Status</u>

Current

Collateral: Serial Number Goods

Block Serial Number

<u>Year</u>

Make and Model

Category

<u>Status</u>

1 3C6UR5DJXEG261167

2014

Ram 2500

MV - Motor Vehicle

Personal Property Registry Search Results Report

Search ID#: Z09155173

Page 22 of 68

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 14121211582

Registration Date: 2014-Dec-12

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2019-Dec-12 23:59:59

Inexact Match on:

Debtor

No: 1

Amendments to Registration

17042533029

Renewal

2017-Apr-25

Debtor(s)

Block

INDEPENDENT ELECTRIC & CONTROLS LTD PO BOX 6247

DRAYTON VALLEY, AB T7A 1R7

Status Current

Secured Party / Parties

<u>Block</u>

1

TDF GROUP INC. 11025 - 184 STREET EDMONTON, AB T5S 0A6

Status

Current

Collateral: Serial Number Goods

Block Serial Number <u>Year</u>

Make and Model

Category

<u>Status</u>

3GTU2VEC8FG111721

2015

GMC Sierra 1500

MV - Motor Vehicle

Personal Property Registry Search Results Report

Search ID#: Z09155173

Page 23 of 68

Current

Current

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 15010516589

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Jan-05

Registration Status: Current

Expiry Date: 2018-Jan-05 23:59:59

Inexact Match on:

Debtor

No: 1

Debtor(s)

<u>Status</u> **Block**

INDEPENDENT ELECTRIC & CONTROLS LTD 1

PO BOX 6247 DRAYTON VALLEY, AB T7A 1R7

Secured Party / Parties

<u>Status</u> **Block**

TDF GROUP INC. 11025 - 184 STREET EDMONTON, AB T5S 0A6 1

Collateral: Serial Number Goods

Status Block Serial Number <u>Year</u> Make and Model Category GMC Sierra 3500HD MV - Motor Vehicle Current 1 1GT422C86FF536966 2015

Personal Property Registry Search Results Report

Search ID#: Z09155173

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Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 15010516867

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Jan-05

Registration Status: Current

Expiry Date: 2018-Jan-05 23:59:59

Inexact Match on:

Debtor

No: 1

Debtor(s)

Block

1

INDEPENDENT ELECTRIC & CONTROLS LTD

PO BOX 6247

DRAYTON VALLEY, AB T7A 1R7

Status

Current

Secured Party / Parties

Block

1

TDF GROUP INC. 11025 - 184 STREET EDMONTON, AB T5S 0A6

Status

Current

Collateral: Serial Number Goods

<u>Block</u>

Serial Number

<u>Year</u>

Make and Model

Category

<u>Status</u>

1C6RR7LT4ES449728

2014

Ram 1500

MV - Motor Vehicle

Personal Property Registry Search Results Report

Search ID#: Z09155173

Page 25 of 68

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 15011922765

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Jan-19

Registration Status: Current

Expiry Date: 2020-Jan-19 23:59:59

Inexact Match on:

Debtor

No: 1

Amendments to Registration

17042535104

Renewal

2017-Apr-25

Debtor(s)

Block

1

INDEPENDENT ELECTRIC & CONTROLS LTD

PO BOX 6247

DRAYTON VALLEY, AB T7A 1R7

Status

Current

Secured Party / Parties

Block

1

Status

TDF GROUP INC. 11025 - 184 STREET EDMONTON, AB T5S 0A6 Current

Collateral: Serial Number Goods

Block Serial Number Year

Make and Model

Category

Status

1 1FT7W2B64FEB57486 2015

Ford Super Duty F-250 SRW MV - Motor Vehicle

Personal Property Registry Search Results Report

Search ID#: Z09155173

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Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 15012814586

Registration Date: 2015-Jan-28

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2020-Jan-28 23:59:59

Inexact Match on:

Debtor

No: 1

Amendments to Registration

17052637048

Renewal

2017-May-26

Debtor(s)

Block

1

INDEPENDENT ELECTRIC & CON PO BOX 6247 DRAYTON VALLEY, AB T7A 1R7 Status

Current

Secured Party / Parties

<u>Block</u>

1

TDF GROUP INC. 11025 - 184 STREET EDMONTON, AB T5S 0A6 <u>Status</u>

Current

Collateral: Serial Number Goods

<u>Block</u>	Serial Number	<u>Year</u>	Make and Model	Category	<u>Status</u>
1	3GTU2VEC3FG201830	2015	GMC Sierra 1500	MV - Motor Vehicle	Current
2	3GTU2VEC5FG160987	2015	GMC Sierra 1500	MV - Motor Vehicle	Current

Personal Property Registry Search Results Report

Search ID#: Z09155173

Page 27 of 68

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 15021312938

Registration Date: 2015-Feb-13

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2018-Feb-13 23:59:59

Inexact Match on: Debtor

No: 1

Debtor(s)

Block

INDEPENDENT ELECTRIC & CONTROLS LTD PO BOX 6247

DRAYTON VALLEY, AB T7A 1R7

<u>Status</u>

Current

Secured Party / Parties

Block

TDF GROUP INC. 11025 - 184 STREET EDMONTON, AB T5S 0A6 **Status**

Current

Collateral: Serial Number Goods

Block Serial Number

Year Make and Model

Category

Status

1FTEW1EG9FFA07468

2015

Ford F-150

MV - Motor Vehicle

Personal Property Registry Search Results Report

Search ID#: Z09155173

Page 28 of 68

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 15032030179

Registration Date: 2015-Mar-20

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2035-Mar-20 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

INDEPENDENT ELECTRIC AND CONTROLS LTD. 1 BOX 6247

DRAYTON VALLEY, AB T7A 1R7

Status Current

Secured Party / Parties

Status Block

1

DRAYTON VALLEY, AB T7A 1R7

Current POLARIS CONTROLS LTD. BOX 6247

Collateral: General

Block Description Status

All present and after acquired personal property 1

Personal Property Registry Search Results Report

Search ID#: Z09155173

Page 29 of 68

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 15032030434

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Mar-20

Registration Status: Current

Expiry Date: 2035-Mar-20 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block Status

1 INDEPENDENT ELECTRIC AND CONTROLS LTD.

BOX 6247

Current

DRAYTON VALLEY, AB T7A 1R7

Secured Party / Parties

Status Block

1

1033179 ALBERTA LTD. SITE 452, BOX 2, COMP. 2, RR 2 DRAYTON VALLEY, AB T7A 2A2

Current

Collateral: General

Block **Description Status**

All present and after acquired personal property Current

Personal Property Registry Search Results Report

Search ID#: Z09155173

Page 30 of 68

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 15032030954

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Mar-20

Registration Status: Current

Expiry Date: 2035-Mar-20 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block <u>Status</u>

1 INDEPENDENT ELECTRIC AND CONTROLS LTD.

BOX 6247 DRAYTON VALLEY, AB T7A 1R7 Current

Secured Party / Parties

Block Status 5 4 1

1

344100 ALBERTA LTD. 4813 BECKETT ROAD DRAYTON VALLEY, AB T7A 1E3

Collateral: General

Block Description <u>Status</u>

1 All present and after acquired personal property

Current

Personal Property Registry Search Results Report

Search ID#: Z09155173

Page 31 of 68

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 15041438780

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Apr-14

Registration Status: Current

Expiry Date: 2021-Apr-14 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

<u>Block</u> <u>Status</u>

1

INDEPENDENT ELECTRIC AND CONTROLS LTD. 5709 49 AVENUE 6247

Current

DRAYTON VALLEY, AB T7A 1R7

Secured Party / Parties

<u>Block</u> <u>Status</u>

l Gb

GE VFS CANADA LIMITED PARTNERSHIP 2300 MEADOWVALE BLVD, SUITE 200 MISSISSAUGA, ON L5N 5P9

Current

Collateral: General

Block Description Status

1

ALL GOODS WHICH ARE COPIERS TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS THEREOF AND ALL PARTS, ACCESSORIES, ACCESSIONS AND ATTACHMENTS THERETO AND ALL PROCEEDS THEREOF, INCLUDING ALL PROCEEDS WHICH ARE ACCOUNTS, GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, CROPS OR INSURANCE PROCEEDS (REFERENCE NO. 9807727-001)

Personal Property Registry Search Results Report

Search ID#: Z09155173

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Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID#: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 15081319731

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Aug-13

Registration Status: Current

Expiry Date: 2018-Aug-13 23:59:59

Inexact Match on:

Debtor

No: 1

Debtor(s)

Block

<u>Status</u>

1

INDEPENDENT ELECTRIC & CONTROLS LTD

Current

5602 - 58 AVENUE DRAYTON VALLEY, AB T7A 1R7

Secured Party / Parties

Block

<u>Status</u>

1

TDF GROUP INC. 11025 - 184 STREET EDMONTON, AB T5S 0A6

Current

Collateral: Serial Number Goods

Block Serial Number

Year Make and Model

Category

<u>Status</u>

1 1GT422CG9FF121583

2015

GMC Sierra 3500HD

MV - Motor Vehicle

Personal Property Registry Search Results Report

Search ID#: Z09155173

Page 33 of 68

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 15081717765

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Aug-17

Registration Status: Current

Expiry Date: 2018-Aug-17 23:59:59

Inexact Match on:

Dehtor

No: 1

Debtor(s)

Block Status

1

INDEPENDENT ELECTRIC & CONTROLS LTD 5602 - 58 AVENUE DRAYTON VALLEY, AB T7A 1R7 Current

Secured Party / Parties

Block Status

1

TDF GROUP INC. 11025 - 184 STREET EDMONTON, AB T5S 0A6

Current

Collateral: Serial Number Goods

BlockSerial NumberYearMake and ModelCategoryStatus13C6UR5DJ3FG5635772015Ram 2500MV - Motor VehicleCurrent

Personal Property Registry Search Results Report

Search ID#: Z09155173

Page 34 of 68

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 15082519032

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Aug-25

Registration Status: Current

Expiry Date: 2018-Aug-25 23:59:59

Inexact Match on:

Debtor

No: 1

Debtor(s)

Block

1

INDEPENDENT ELECTRIC & CONTROLS LTD

5602 - 58 AVENUE

DRAYTON VALLEY, AB T7A 1R7

<u>Status</u>

Current

Secured Party / Parties

Block

Status

1

TDF GROUP INC. 11025 - 184 STREET EDMONTON, AB T5S 0A6

Current

Collateral: Serial Number Goods

Block

Serial Number

<u>Year</u>

Make and Model

Category

<u>Status</u>

1

2FMTK4J97FBB10428

2015

Ford Edge

MV - Motor Vehicle

Personal Property Registry Search Results Report

Search ID#: Z09155173

Page 35 of 68

Current

Current

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 15083122922

Registration Status: Current

Registration Date: 2015-Aug-31

Expiry Date: 2018-Aug-31 23:59:59

Registration Type: SECURITY AGREEMENT

Inexact Match on: Debtor

No: 1

Debtor(s)

Status Block

1 INDEPENDENT ELECTRIC & CONTROLS LTD

5602 - 58 AVENUE DRAYTON VALLEY, AB T7A 1R7

Secured Party / Parties

Status Block

1

TDF GROUP INC. 11025 184 STREET EDMONTON, AB T5S 0A6

Phone #: 780 483 9559 Fax #: 780 484 7052

Collateral: Serial Number Goods

Block Serial Number <u>Year</u> Make and Model Category **Status** SKIDDED SITE OFFICE TR - Trailer 2015 Current 1 260970815

TRAIL

Personal Property Registry Search Results Report

Search ID#: Z09155173

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Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 15110627567

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Nov-06 Registration Status: Current

Expiry Date: 2017-Nov-06 23:59:59

Inexact Match on:

Debtor

No: 1

Debtor(s)

Block

1

INDEPENDENT ELECTRIC & CONTROLS LTD 1

5602 - 58 AVENUE DRAYTON VALLEY, AB T7A 1R7

<u>Status</u>

Current

Status

Secured Party / Parties

Block

TDF GROUP INC. 11025 - 184 STREET

EDMONTON, AB T5S 0A6

Current

Collateral: Serial Number Goods

Block Serial Number <u>Year</u> Make and Model Category **Status** 1 Current

1C6RR7MT5ES147332 2014 Ram 1500 MV - Motor Vehicle

Personal Property Registry Search Results Report

Search ID#: Z09155173

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Status

Current

Current

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 15110628332

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Nov-06

Registration Status: Current

Expiry Date: 2017-Nov-06 23:59:59

Inexact Match on: Debtor

No: 1

Debtor(s)

Block

INDEPENDENT ELECTRIC & CONTROLS LTD 1

5602 - 58 AVENUE DRAYTON VALLEY, AB T7A 1R7

Secured Party / Parties

Status Block

TDF GROUP INC. 1 11025 - 184 STREET EDMONTON, AB T5S 0A6

Collateral: Serial Number Goods

Category **Status** Make and Model **Block** Serial Number <u>Year</u>

MV - Motor Vehicle Current 3C6TR5DT0EG106365 2014 Ram 2500

Personal Property Registry Search Results Report

Search ID#: Z09155173

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Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 15110913895

Registration Date: 2015-Nov-09

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2017-Nov-09 23:59:59

Inexact Match on: Debtor

No: 1

Debtor(s)

Block

1

Status

INDEPENDENT ELECTRIC & CONTROLS LTD 5602 - 58 AVENUE DRAYTON VALLEY, AB T7A 1R7

Current

Secured Party / Parties

Block

Status

1

TDF GROUP INC. 11025 - 184 STREET EDMONTON, AB T5S 0A6

Current

Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

Status

3C63R3HT3EG124356

2014

Ram 3500

MV - Motor Vehicle

Current

Personal Property Registry Search Results Report

Search ID#: Z09155173

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Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 15110914248

Registration Date: 2015-Nov-09

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2017-Nov-09 23:59:59

Inexact Match on:

Debtor

No: 1

Debtor(s)

<u>Block</u>

1 INDEPENDENT ELECTRIC & CONTROLS LTD 5602 - 58 AVENUE

DRAYTON VALLEY, AB T7A 1R7

<u>Status</u>

Current

Current

Secured Party / Parties

<u>Block</u> <u>Status</u>

1 TDF GROUP INC. 11025 - 184 STREET

EDMONTON, AB T5S 0A6

Collateral: Serial Number Goods

BlockSerial NumberYearMake and ModelCategoryStatus13C63R3HT7EG1243582014Ram 3500MV - Motor VehicleCurrent

Personal Property Registry Search Results Report

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Search ID#: Z09155173

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Current

Current

Current

Registration Number: 15111622451

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Nov-16

Registration Status: Current

Expiry Date: 2021-Nov-16 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Status Block

1

1

INDEPENDENT ELECTRIC AND CONTROLS LTD. 5602 58 AVENUE PO BOX 6247 STN MAIN DRAYTON VALLEY, AB T7A 1R7

Secured Party / Parties

Status Block

GE CANADA EQUIPMENT FINANCING G.P. 2300 MEADOWVALE BLVD, SUITE 200

MISSISSAUGA, ON L5N 5P9

Collateral: General

Status Block Description

ALL GOODS WHICH ARE COPIERS TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS THEREOF AND ALL PARTS, ACCESSORIES, ACCESSIONS AND ATTACHMENTS THERETO AND ALL PROCEEDS THEREOF, INCLUDING ALL PROCEEDS WHICH ARE ACCOUNTS, GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, CROPS OR INSURANCE PROCEEDS (REFERENCE NO. 9839695-001) 1

Personal Property Registry Search Results Report

Search ID#: Z09155173

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Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 15120222521

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Dec-02

Registration Status: Current

Expiry Date: 2018-Dec-02 23:59:59

Inexact Match on: Debtor

No: 1

Debtor(s)

Block <u>Status</u>

1

INDEPENDENT ELECTRIC & CONTROLS LTD 5602 - 58 AVENUE

Current

DRAYTON VALLEY, AB T7A 1R7

Secured Party / Parties

Block Status

1

TDF GROUP INC. 11025 - 184 STREET EDMONTON, AB T5S 0A6 Current

Collateral: Serial Number Goods

Block Serial Number <u>Year</u> Make and Model Category <u>Status</u>

MV - Motor Vehicle 1GNSHBF4XC1136813 2012 Chevrolet Express Current

Personal Property Registry Search Results Report

Search ID#: Z09155173

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Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 17022821134

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Feb-28

Registration Status: Current

Expiry Date: 2018-Feb-28 23:59:59

Inexact Match on:

Debtor

No: 1

Debtor(s)

Status Block

INDEPENDENT ELECTRIC AND CONTROL LTD. 9411 - 41 AVENUE NW EDMONTON, AB T6E5X7

Current

Current

Secured Party / Parties

Status Block

BLACK DIAMOND LIMITED PARTNERSHIP, BOXX DIVISION 1 SUITE 1000, 440 - 2ND AVE SW CALGARY, AB T2P5E9

Collateral: Serial Number Goods

Category <u>Status</u> **Block** Serial Number <u>Year</u> Make and Model

2013 MODERN SO1260 MF - Manufactured Home Current 1 26014515 MF - Manufactured Home 12038013 2012 BRITCO SO1260 Current 2

Collateral: General

Status Block Description

'ALL GOODS, ACCESSIONS, BUILDING MATERIALS OF ANY KIND LEASED FROM THE SECURED PARTY TO THE DEBTOR PARTY, AND ANY PROCEEDS THEREOF.' Current 1

Personal Property Registry Search Results Report

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Current

Current

Search ID#: Z09155173

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 17032932989

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Mar-29

Registration Status: Current

Expiry Date: 2020-Mar-29 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Status Block

INDEPENDENT ELECTRIC AND CONTROLS LTD. PO BOX 6247 / 5602-58 AVENUE DRAYTON VALLEY, AB T7A 1R7

Secured Party / Parties

Status **Block**

TDF GROUP INC 11025 - 184 STREET

EDMONTON, AB T5S 0A6

Collateral: Serial Number Goods

Status Year Make and Model Serial Number Category **Block** Current 2017 GMC Sierra 1500 MV - Motor Vehicle 3GTU2MEC7HG252017 1 Current Ford Super Duty F-350 SRW MV - Motor Vehicle 1FT8W3B6XHEC25884 2017 2

Personal Property Registry Search Results Report

Search ID#: Z09155173

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Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 17040442984

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Apr-04

Registration Status: Current

Expiry Date: 2018-Apr-04 23:59:59

Inexact Match on:

Debtor

No: 1

Debtor(s)

Status Block

1

INDEPENDENT ELECTRIC & CONTROLS LTD. 2256 - 29TH STREET NE CALGARY, AB T1Y7G4

Current

Current

Secured Party / Parties

Status Block

1

BLACK DIAMOND LIMITED PARTNERSHIP, BOXX DIVISION SUITE 1000, 440 - 2ND AVE SW CALGARY, AB T2P5E9

Collateral: Serial Number Goods

<u>Status</u> **Block** Serial Number <u>Year</u> Make and Model Category

24014529 2013 MODERN SO1240 MF - Manufactured Home Current

Collateral: General

Status Block Description

'ALL GOODS, ACCESSIONS, BUILDING MATERIALS OF ANY KIND LEASED FROM THE SECURED PARTY TO THE DEBTOR PARTY, AND ANY PROCEEDS THEREOF.' 1

Current

Personal Property Registry Search Results Report

Search ID#: Z09155173

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

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Current

Current

Registration Number: 17050936174

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-May-09

Registration Status: Current

Expiry Date: 2018-May-09 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block Status

INDEPENDENT ELECTRIC AND CONTROLS LTD. 1

2256 - 29TH STREET NE CALGARY, AB T1Y7G4

Secured Party / Parties

Status Block

BLACK DIAMOND LIMITED PARTNERSHIP, BOXX DIVISION SUITE 1000, 440 - 2ND AVE SW CALGARY, AB T2P5E9 1

Collateral: Serial Number Goods

Category Make and Model Status **Block** Serial Number <u>Year</u>

2012 **INNOVATE SO1240** MF - Manufactured Home Current INV1240120107

Collateral: General

Description <u>Status</u> Block

'ALL GOODS, ACCESSIONS, BUILDING MATERIALS OF ANY KIND LEASED FROM THE SECURED PARTY TO THE DEBTOR PARTY, AND ANY PROCEEDS THEREOF.' Current

Personal Property Registry Search Results Report

Search ID#: Z09155173

Page 46 of 68

Current

Current

Current

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 17051923187

Registration Date: 2017-May-19

Registration Type: SECURITY AGREEMENT

Registration Status: Current

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

Exact Match on:

Debtor

No: 1

Debtor(s)

Status **Block**

INDEPENDENT ELECTRIC AND CONTROLS LTD. 1

BOX 6247 DRAYTON VALLEY, AB T7A 1R7

Status **Block**

2

IEC BUSINESS HOLDINGS INC. BOX 6247

DRAYTON VALLEY, AB T7A 1R7

Secured Party / Parties

Status <u>Block</u>

1112500 ALBERTA LTD. 1 BOX 6247

DRAYTON VALLEY, AB T7A 1R7

Collateral: General

Status Block Description

Current All present and after acquired personal property

Personal Property Registry Search Results Report

Page 47 of 68

<u>Status</u>

Current

Current

Current

Search ID#: Z09155173

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 17051923314

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-May-19

Registration Status: Current

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

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

1 INDEPENDENT ELECTRIC AND CONTROLS LTD. BOX 6247

DRAYTON VALLEY, AB T7A 1R7

<u>Block</u> <u>Status</u>

2

IEC BUSINESS HOLDINGS INC.

BOX 6247 DRAYTON VALLEY, AB T7A 1R7

Secured Party / Parties

<u>Block</u> <u>Status</u>

1 1118483 ALBERTA LTD. 4432 - 43 STREET

DRAYTON VALLEY, AB T7A 1G1

Collateral: General

Block Description Status

1 All present and after acquired personal property Current

Personal Property Registry Search Results Report

Page 48 of 68

Current

Current

Current

Search ID#: Z09155173

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 17051923466

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-May-19

Registration Status: Current

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

Exact Match on: Debtor

No: 1

Debtor(s)

Status Block

INDEPENDENT ELECTRIC AND CONTROLS LTD.

BOX 6247 DRAYTON VALLEY, AB T7A 1R7

<u>Status</u> **Block**

2

1

IEC BUSINESS HOLDINGS INC. **BOX 6247**

DRAYTON VALLEY, AB T7A 1R7

Secured Party / Parties

Block <u>Status</u>

1

574167 ALBERTA LTD. BOX 6616

DRAYTON VALLEY, AB T7A 1S1

Collateral: General

<u>Block</u> Description <u>Status</u>

1 All present and after acquired personal property Current

Personal Property Registry Search Results Report

Search ID#: Z09155173

Page 49 of 68

Business Debtor Search For:

INDEPENDENT ELECTRIC AND CONTROLS LTD.

Search ID #: Z09155173

Date of Search: 2017-May-29

Time of Search: 09:41:18

Registration Number: 17052630382

Registration Date: 2017-May-26

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2027-May-26 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block INDEPENDENT ELECTRIC AND CONTROLS LTD.

1

DRAYTON VALLEY, AB T7A 1R7

<u>Status</u> Current

Secured Party / Parties

Status Block

1

IEC BUSINESS HOLDINGS INC. DRAYTON VALLEY, AB T7A 1R7 Current

Collateral: General

Block Description Status

All present and after-acquired personal property Current

Personal Property Registry Search Results Report

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Search ID#: Z09155173

Note:

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

Debtor Name / Address

Reg. #

INDEPENDANT FEED GRAINS INC.

15122918084

BLUFFTON, AB TOM 0M0

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

INDEPENDANT PUMP & MOTOR COMPANY INC.

11122014186

18916 111 AVENUE EDMONTON, AB T5S 0B6

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

INDEPENDANT PUMP & MOTOR COMPANY LTD.

BOX 1265

14071130348

LETHBRIDGE, AB T1J 4K1

SECURITY AGREEMENT

Debtor Name / Address

Reg.#

INDEPENDANT SOLUTIONS LTD.

3060 9 ST SE CALGARY, AB T2G 3B9 17022715351

WRIT OF ENFORCEMENT

Debtor Name / Address

Reg. #

INDEPENDENCE FARMS SITE 2, COMP 32, R.R.#2 MORINVILLE, AB T8R 1P5 10071409124

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

Personal Property Registry Search Results Report

Search ID#: Z09155173

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INDEPENDENCE HOLDINGS INC. BOX 32 SITE 2 RR 2 MORINVILLE, AB T8R 1P5

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT SOLUTIONS LTD 3060-9 STREET SE CALGARY, AB T2G 3B9

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT ADVOCACY (2010) INC. 201-10050 112 ST NW EDMONTON, AB T5K 2J1

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT ADVOCACY INC 201-10050 112 ST NW EDMONTON, AB T5K2J1

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT ADVOCACY INC. 201-10050 112 ST NW EDMONTON, AB T5K 2J1

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT AGENCIES (1969) LTD. C/O 313 - 1ST STREET WEST HIGH RIVER, AB T1V 1M6

LAND CHARGE

Debtor Name / Address

Reg. #

13091918534

Reg. #

12112308290

Reg.#

13072912171

Reg.#

12112311743

Reg.#

02041736287

Reg. #

Personal Property Registry Search Results Report

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Search ID#: Z09155173

INDEPENDENT AUTO BROKERS 9554 YELLOWHEAD TRAIL EDMONTON, AB T5A2M5 13121601954

Reg. #

13121601954

14011428935

16071820678

16072711635

16072711670

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT AUTO BROKERS 9554 YELLOWHEAD TRAIL EDMONTON, AB T5A2M5

SECURITY AGREEMENT

Debtor Name / Address Reg. #

INDEPENDENT AUTO BROKERS 9554 YELLOWHEAD TRAIL EDMONTON, AB T5B 0W4

SECURITY AGREEMENT

Debtor Name / Address Reg. #

INDEPENDENT AUTO BROKERS 9554 YELLOWHEAD TRAIL EDMONTON, AB T5B 0W4

SECURITY AGREEMENT

Debtor Name / Address Reg. #

INDEPENDENT AUTO BROKERS 9554 YELLOWHEAD TRAIL EDMONTON, AB T5B 0W4

SECURITY AGREEMENT

Debtor Name / Address Reg. #

INDEPENDENT AUTO BROKERS 9554 YELLOWHEAD TRAIL EDMONTON, AB T5B 0W4

SECURITY AGREEMENT

Debtor Name / Address Reg. #

Personal Property Registry Search Results Report

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Search ID#: Z09155173

INDEPENDENT AUTO BROKERS 9554 YELLOWHEAD TRAIL EDMONTON, AB T5B 0W4 16081908974

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT AUTO BROKERS 9554 YELLOWHEAD TRAIL EDMONTON, AB T5B 0W4 16101816031

Reg. #

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT AUTO BROKERS 9554 YELLOWHEAD TRAIL EDMONTON, AB T5B 0W4 Reg. #

16103111028

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT AUTO BROKERS 7318 - 50 ST NW EDMONTON, AB T6B 2J8 Reg. #

17012731436

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT BAPTIST CHRISTIAN EDUCATION SOCIETY 26404 HIGHWAY 16 SPRUCE GROVE, AB T7X 3G2 Reg.#

16050226533

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT BATH PRODUCTS LTD. 2856 CALGARY TRAIL SOUTH EDMONTON, AB T6J6V7 Reg. #

93082501011

SECURITY AGREEMENT

Personal Property Registry Search Results Report

Page 54 of 68

Search ID#: Z09155173

Debtor Name / Address

Reg. #

INDEPENDENT BATH PRODUCTS LTD. 2856 CALGARY TRAIL

08070100192

EDMONTON, AB T6J 6V7

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

INDEPENDENT BATTERY & METAL RECYCLING LTD.

13050912669

BOX 1 SITE 11 RR2 OKOTOKS, AB T1S 1A2

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

INDEPENDENT BATTERY & METAL RECYCLING

LTD.

BOX 1 SITE 11 RR2 OKOTOKS, AB T1S 1A2 13050922674

LAND CHARGE

Debtor Name / Address

Reg. #

INDEPENDENT BUSINESS PRODUCTS LTD. 8012 EDGAR BUSINESS PARK

RED DEER, AB T2P 3R3

15032605418

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

INDEPENDENT COMMISSIONING SOLUTIONS

INC.

50-52472 RANGE ROAD 224 SHERWOOD PARK, AB T8A 4R6 17031331996

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

INDEPENDENT CONTRACTORS ALLIANCE INC 1935 32 AVE NE STE 136

04080629225

CALGARY, AB T2E 7C2

Personal Property Registry Search Results Report

Page 55 of 68

Search ID#: Z09155173

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT CONTROL SERVICES LTD. 5-7875 48 AVENUE

RED DEER, AB T4P2K1

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT CROP INPUTS INC. NW-29-9-17-W4M TABER, AB TOG 1A0

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT CROP INPUTS INC. NW-29-9-17-W4M

TABER, AB TOG 1A0

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT CROP INPUTS INC. BOX 4690

TABER, AB T1G 2E1

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT CROP INPUTS INC. NW-29-9-17-W4M

TABER, AB TOG 1A0

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT CROP INPUTS INC. BOX 4690, 5317 50TH AVE. TABER, AB T1G 2E1

Reg. #

92012903966

Reg. #

17020320169

Reg. #

17020320169

Reg. #

17022417606

Reg. #

17022820472

Reg.#

Personal Property Registry Search Results Report

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Search ID#: Z09155173

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT CROP INPUTS INC.

BOX 4690

TABER, AB T1G 2E1

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT CROP INPUTS INC.

BOX 4690

TABER, AB T1G 2E1

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT CROP INPUTS INC.

PO BOX 4690

TABER, AB T1G 2E1

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT CT SERVICES INC 4316 AIRPORT CRESCENT

VERMILION, AB T9X 1A2

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT ELECTRIC & CONTROLS LTD

5602 - 58 AVENUE

DRAYTON VALLEY, AB T7A 1R7

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT ENERGY CORP. 260, 2323 32 AVENUE NE CALGARY, AB T2E 6Z3

Reg. #

17032712076

Reg.#

17042545508

Reg. #

17050421642

Reg. #

07061320961

Reg. #

15102631741

Reg.#

Personal Property Registry Search Results Report

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Search ID#: Z09155173

WRIT OF ENFORCEMENT

Debtor Name / Address

INDEPENDENT ENERGY LTD. 405, 505 - 3 STREET, S.W. CALGARY, AB T2P 3E6

LAND CHARGE

Debtor Name / Address

INDEPENDENT ENERGY SOLUTIONS CORP. BOX 2047 ROCKY MOUNTAIN HOUSE, AB T4T 1B5

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT ENERGY SOLUTIONS CORP. BOX 2047 ROCKY MOUNTAIN HOU, AB T4T 1B5

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT FEED GRAINS CORP. BOX 127 RIMBEY, AB TOC 2J0

REPORT OF SEIZURE

Debtor Name / Address

INDEPENDENT FORTIFIERS INC. 23 WILLOW SPRINGS CRES SYLVAN LAKE, AB T4S 1G1

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT GAS SERVICE INC RR 1 NEW SAREPTA, AB T0B 3M0 Reg.#

03110327008

Reg.#

13022120079

Reg. #

14102936846

Reg. #

04071216933

Reg. #

07010829476

Reg. #

Personal Property Registry Search Results Report

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Search ID#: Z09155173

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT GAS SERVICE INC.

R.R. 1,

NEW SAREPTA, AB T0B3M0

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT GAS SERVICE INC.

NEW SAREPTA, AB T0B 3M0

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT GAS SERVICE INC. 50535 RANGE 223 ROAD LEDUC COUNTY, AB T0B 3M2

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT GLASS

5240 75 ST EDMONTON, AB T6E 6S3

GARAGE KEEPERS' LIEN

Debtor Name / Address

INDEPENDENT GLASS DISTRIBUTORS LTD.

5240 75 STREET

EDMONTON, AB T6E 6S3

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT GLASS DISTRIBUTORS LTD.

5240 75 STREET

EDMONTON, AB T6E 6S3

Reg.#

95112703327

Reg.#

10110332607

Reg.#

15091617287

Reg.#

17051536665

Reg. #

15110629807

Reg. #

Personal Property Registry Search Results Report

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Search ID#: Z09155173

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT HEATING & COOLING LTD #8 30 CHEVIGNY STREET

ST ALBERT, AB T8N5A3

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT HOE SERVICES LTD. BOX 478

SLAVE LAKE, AB TOG 2A0

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT INDUSTRIAL SUPPLY (TERRACE) LTD. 2000, 10155 - 102 STREET EDMONTON, AB T5J 4G8

LAND CHARGE

Debtor Name / Address

INDEPENDENT INDUSTRIAL SUPPLY (TERRACE) LTD. 2000, 10155 - 102 STREET EDMONTON, AB T5J 4G8

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT INDUSTRIES INC. NE 32-60-6 W4M, PLAN 4832 NY BLK 3,LOT 6 BONNYVILLE, AB T9H 2H1

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

17022311814

Reg. #

16062909558

Reg. #

07051433410

Reg. #

07051503428

Reg. #

15021326078

Reg. #

Personal Property Registry Search Results Report

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Search ID#: Z09155173

INDEPENDENT INDUSTRIES INC. 4302 44 STREET BONNYVILLE, AB T9N 1R9

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT INSURANCE BROKERS ASSOCIATION OF ALBERTA 1000, 10109-106 ST EDMONTON, AB T5J 3L7

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT JEWELLERS 11248- 170 STREET EDMONTON, AB T5S2X1

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT JEWELLERS 11248- 170 STREET EDMONTON, AB T5S2X1

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT JEWELLERS 11248 170 ST NW EDMONTON, AB T5S2X1

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT LABORATORIES (CANADA) LTD. 8, 5602 - 4TH STREET NW CALGARY, AB T2K 1B2

SECURITY AGREEMENT

Reg. #

08102011853

Reg. #

12072615069

Reg. #

12072615069

Reg. #

16091924926

Reg.#

Personal Property Registry Search Results Report

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Search ID#: Z09155173

Debtor Name / Address

INDEPENDENT LIVING RESOURCE CENTRE OF

CALGARY 134 - 3359 27 ST NE CALGARY, AB T1Y 5E4

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT LIVING RESOURE CENTRE OF

CALGARY 134, 3359 - 27 STREET NE CALGARY, AB T1Y5E4

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT MECHANICAL SUPPLY INC 310 CARLINGVIEW DRIVE

TORONTO, ON M9W5G1

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT MMA & FITNESS LTD. 4-4291 120 AVENUE SE CALGARY, AB T2Z 4J7

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT MMA & FITNESS LTD. 4-4291 120 AVENUE SE CALGARY, AB T2Z 4J7

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT MMA & FITNESS LTD. BAY 4 4291 120TH AVE SE CALGARY, AB T2Z 4J7

SECURITY AGREEMENT

Reg. #

14111311627

Reg. #

15102607304

Reg. #

17010607991

Reg. #

15033025167

Reg. #

15033025167

Reg. #

Personal Property Registry Search Results Report

Page 62 of 68

Search ID#: Z09155173

Debtor Name / Address

INDEPENDENT MOVING AS ABOVE

., AB

Reg. #

00092002120

WORKERS' COMPENSATION BOARD CHARGE

Debtor Name / Address

INDEPENDENT PAINT & BODY (2000) LTD 7453 50 AVENUE

RED DEER, AB T4P 1M5

Reg. #

15120136739

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT PAINT & BODY (2000) LTD.

7453 50 AVE

RED DEER, AB T4P 1M5

Reg. #

14100124821

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT PAPER 309 ELIZABETH ST

GUELPH, ON N1E2X8

Reg. #

15031003212

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT PARTS WAREHOUSE INC. 61 RINGWOOD DRIVE, SUITE 4

STOUFFVILLE, ON L4Á 8C1

SECURITY AGREEMENT

Reg. #

17032141102

Debtor Name / Address

INDEPENDENT PARTS WAREHOUSING INC., EDMONTON, AB

#100, 17835-106A AVENUE EDMONTON, AB T5S1V8

16071234878

Reg.#

SECURITY AGREEMENT

Personal Property Registry Search Results Report

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Search ID#: Z09155173

Debtor Name / Address

INDEPENDENT PRINT INC. 32 STRADBROOKE RISE SW CALGARY, AB T3H1T9

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT PRINT INC. 32 STRADBROOKE RISE SW CALGARY, AB T3H1T9

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT PRINT INC. 32 STRADBROOKE RISE SW CALGARY, AB T3H 1T9

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT PURCHASING ALLIANCE OF CANADA INC. 8701 - 102 STREET CLAIRMONT, AB TOH 0W0

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT SCHOOL AUTHORITY LTD PO BOX 4, SITE 22 RR8 CALGARY, AB T2J2T9

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT SCHOOL AUTHORITY LTD. 53 HWY ST SW HIGHWAY 22X CALGARY, AB T2J 2T9

SECURITY AGREEMENT

Reg. #

12091704212

Reg.#

14062506405

Reg. #

15052026698

Reg. #

17050208048

Reg.#

16090213416

Reg. #

Personal Property Registry Search Results Report

Page 64 of 68

Search ID#: Z09155173

Debtor Name / Address

Reg.#

INDEPENDENT SLASHING & LOCATING BOX 353

10011520993

SEXSMITH, AB T0H 3C0

SECURITY AGREEMENT

Debtor Name / Address

Req. #

INDEPENDENT SOLUTIONS LTD 3060-9 STREET SE

09072114200

CALGARY, AB T2G 3B9

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

INDEPENDENT SOLUTIONS LTD 3060 9 STREET SE CALGARY, AB T2G 3B9

13091921453

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

INDEPENDENT SOLUTIONS LTD 3060 9 STREET SE

CALGARY, AB T2G 3B9

13091923198

SECURITY AGREEMENT

Debtor Name / Address

Reg.#

INDEPENDENT SOLUTIONS LTD 3060 9 STREET SE

CALGARY, AB T2G 3B9

17050139402

REPORT OF SEIZURE

Debtor Name / Address

Reg. #

INDEPENDENT SOLUTIONS LTD 3060 9 STREET SE

CALGARY, AB T2G 3B9

13091930014

SECURITY AGREEMENT

Personal Property Registry Search Results Report

Page 65 of 68

Search ID#: Z09155173

Debtor Name / Address

INDEPENDENT SOLUTIONS LTD 3060 9 STREET SE CALGARY, AB T2G 3B9

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT SOLUTIONS LTD 3060 9 STREET SE CALGARY, AB T2G 3B9

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT SOLUTIONS LTD 3060 9 STREET SE CALGARY, AB T2G 3B9

REPORT OF SEIZURE

Debtor Name / Address

INDEPENDENT SOLUTIONS LTD 3060 9 STREET SE CALGARY, AB T2G3B9

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT SOLUTIONS LTD 3060 9 STREET SE CALGARY, AB T2G3B9

REPORT OF SEIZURE

Debtor Name / Address

INDEPENDENT SOLUTIONS LTD. 3060 9 STREET SE CALGARY, AB T2G 3B9

SECURITY AGREEMENT

Reg. #

14062510717

Reg. #

15120138318

Reg. #

17042419189

Reg.#

16022530287

Reg. #

17042731657

Reg. #

Personal Property Registry Search Results Report

Page 66 of 68

Search ID#: Z09155173

Debtor Name / Address

INDEPENDENT SOLUTIONS LTD. 111-1829-54TH STREET SE CALGARY, AB T2B 1N5 Reg. #

17010440422

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT SYSTEM OPERATOR, OPERATING AS ALBERTA ELECTRIC SYSTEM OPERATOR 2500, 330 - 5TH AVENUE SW CALGARY, AB T2P 0L4 Reg.#

10020803104

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT THEATRE SUPPLY LTD. 14306 - 115 AVENUE EDMONTON, AB T5M 3B7 Reg. #

99041502263

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT THEATRE SUPPLY LTD. 14306 - 115 AVENUE EDMONTON, AB T5M 3B7 Reg.#

99041502297

LAND CHARGE

Debtor Name / Address

INDEPENDENT TILE CONTRACTOR LTD 148 QUIGLEY DR COCHRANE, AB T4C 1R2 Reg. #

13042921835

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT TRANSPORTERS LTD. 2417-10770 WINTERBURN ROAD NW EDMONTON, AB T5S1T7 Reg. #

15061912483

SECURITY AGREEMENT



Personal Property Registry Search Results Report

Page 67 of 68

Search ID#: Z09155173

Debtor Name / Address

INDEPENDENT TRUCKING ENTERPRISES LTD. 267 FAIRWAY DRIVE . COALDALE, AB T1M 1H3 08102235467

Reg. #

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT TRUCKING ENTERPRISES LTD. PO BOX 1929 BLAIRMORE, AB TOK 0E0 **Reg.** # 09042931484

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT TRUCKING ENTERPRISES LTD. PO BOX 1929 BLAIRMORE, AB TOK0E0 Reg.#

13121731565

WORKERS' COMPENSATION BOARD CHARGE

Debtor Name / Address

INDEPENDENT WASH SERVICES LTD. 9722 27 AVE NW EDMONTON, AB T6N 1B2 Reg. #

16110905275

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT WELL SERVICING LTD 706, 100 - 4TH AVENUE SW CALGARY, AB T2P3N2 Reg. #

03092909021

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT WELL SERVICING LTD 706, 100 - 4TH AVENUE SW CALGARY, AB T2P3N2 Reg.#

03092909021

SECURITY AGREEMENT

Personal Property Registry Search Results Report

Page 68 of 68

Search ID#: Z09155173

Debtor Name / Address

INDEPENDENT WELL SERVICING LTD. 400, 221 W ESPLANADE NORTH NORTH VANCOUVER, BC V7M 3J3 16070705684

Reg. #

LAND CHARGE

Debtor Name / Address

INDEPENDENT WHOLESALE LIMITED 11404 184 ST EDMONTON, AB T5S2W7 **Reg.** # 08060228089

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT WIRELINE 65007 43 HWY. COUNTY OF GRANDE PRAIRIE NO. 1, AB T8V 5E7 Reg. # 13110425217

SECURITY AGREEMENT

Debtor Name / Address

INDEPENDENT WIRELINE 65007 43 HWY. COUNTY OF GRANDE PRAIRIE NO. 1, AB T8V 5E7 Reg. #

13110425220

LAND CHARGE

Debtor Name / Address

THE INDEPENDENT WHOLESALE LIMITED 11404 184 STREET EDMONTON, AB T5S 2W7

Reg. #

08060228089

SECURITY AGREEMENT

Result Complete

This is Exhibit "R" referred to in the Affidavit of Arnold Masson

Sworn before me this <u>23h</u> day of September, 2017

A Commissioner for Oaths
In and for the Province of Alberta

Tessa MacLeod Student-At-Law

GENERAL SECURITY AGREEMENT

1. SECURITY INTEREST

- (a) For value received, the undersigned ("Debtor"), hereby grants to ROYAL BANK OF CANADA ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), instruments, intangibles, Money and Securities and all other investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:
 - all inventory of whatever kind and wherever situate;
 - all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
 - all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
 - (iv) all lists, records and files relating to Debtor's customers, clients and patients;
 - all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
 - (vi) all contractual rights and insurance claims;
 - (vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
 - (vili) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

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

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

INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter locurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

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

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

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

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

- (d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations; and
- (e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

COVENANTS OF THE DEBTOR

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

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

(b) to notify RBC promptly of:

- any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
- (ii) the details of any significant acquisition of Collateral.
- (iii) the details of any claims or litigation affecting Debtor or Collateral,
- (iv) any loss or damage to Collateral,
- any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
- (vi) the return to or repossession by Debtor of Collateral;
- (c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;
- (d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;
- (e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;
- (f) to insure colleteral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;
- (g) to prevent Collateral, save inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;
- (h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;
 - (i) to deliver to RBC from time to time promptly upon request:
 - any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
 - (iii) all financial statements prepared by or for Debtor regarding Debtor's business,
 - (iv) all policies and certificates of insurance relating to Colleteral, and
 - (v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

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

6. SECURITIES, INVESTMENT PROPERTY

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

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

COLLECTION OF DEBTS

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

INCOME FROM AND INTEREST ON COLLATERAL

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.
 (b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

- (a) Whether or not default has occurred, Debtor authorizes RBC:
 - to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral, Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
 - to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the Issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.
- (b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

10. DISPOSITION OF MONEY

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

EVENTS OF DEFAULT

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

as "default":

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

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

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

assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the parkruptcy and insolvency Act or otherwise;

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

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

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

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

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

ACCELERATION 12.

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

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

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

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

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

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

branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

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

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to,

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perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting Collateral.

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

RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

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

(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective helis, executors, administrators, successors and assigns. In any action prought by an assignee of this Security Agreement shall enure to the benefit of end be binding upon the parties hereto and their respective helis, executors, administrators, successors and assigns. In any action prought by an assignee of this Security Agreement the obligations of such Debtor normal rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Security Agreement and or waiter and the Security Agreement shall b

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

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

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

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

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

COPY OF AGREEMENT

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

16. Debtor represents and warrants that the following information is accurate: INDIVIDUAL DEBTOR SURNAME (LAST NAME) FIRST NAME SECOND NAME BIRTH DATE YEAR MONTH DAY ADDRESS OF INDIVIDUAL DEBTOR CITY PROVINCE POSTAL CODE SURNAME (LAST NAME) SIRTH DATE YEAR MONTH DAY FIRST NAME SECOND NAME ADDRESS OF INDIVIDUAL DEBTOR (IF DIFFERENT FROM ABOVE) PROVINCE POSTAL CODE BUSINESS DEBTOR IEC BUSINESS HOLDINGS INC. ADDRESS OF BUSINESS DEBTOR CITY PROVINCE POSTAL CODE 5602 58 AVE DRAYTON VALLEY AВ T7A 0B1 TRADE NAME (IF APPLICABLE)
TRADE NAME OF DEBTOR PRINCIPAL ADDRESS (IF DIFFERENT FROM ABOVE) CITY PROVINCE POSTAL CODE IN WITNESS WHEREOF Debtor has executed this Security Agreement this 2IEC BUSINESS HOLDINGS INC. BRANCH ADDRESS EDMONTON SOUTH COMML 9034 51ST AVE

EDMONTON AB T6E 5X4

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SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

Page 7 of 9

SCHEDULE "B"

 Locations of Debtor's Business Operations
 5602 58 AVE DRAYTON VALLEY, AB T7A 0B1

Locations of Records relating to Collateral (if different from 1. above)
 SAME AS ABOVE

3. Locations of Collateral (if different from 1. above) SAME AS ABOVE

This is Exhibit "S" referred to in the Affidavit of Arnold Masson

Sworn before me this <u>28k</u> day of September, 2017

A Commissioner for Oaths
In and for the Province of Alberta

Tessa MacLeod Student-At-Law



Royal Bank of Canada General Security Agreement

SRF:

976790253

BOTTOWER INDEPENDENT ELECTRIC AND CONTROLS LTD.

9034 51ST AVE EDMONTON ALBERTA TGE 5X4

1. SECURITY INTEREST

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

- (i). all inventory of whatever kind and wherever situate;
- (ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind:
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature, and kind howspeyer arising or secured including letters of credit and advices of credit, which are now due, owing or account or growing due to or owned by or which may hereafter become due, owing or account due to or owned by Debtor ("Debts");
- (N) all lists, records and files relating to Debtor's customers, clients and patients;
- (V) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (vi) all contractual rights and insurance claims;
- (vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personally rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively intellectual Property); and
- (viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.
- (b) The Security interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest. Debtor shall stand possessed of such last day in this to assign the same to any person acquiring such term.
 - (c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment



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

2. INDEBTEDNESS SECURED.

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedriess and liability of Debtor to RBC (including interest thereof) present or future, direct or indirect, absolute or contribunit, matured or not, extended or renewed, wherespever and howspever incurred and any ultimate uniqued balance thereof and whether the same is from time to time reduced and thereafter increased of antirely extinguished and thereafter incomed again and whether Debtor be bound alone or with another or others and whether as principal or surely (hereinafter collectively called the "indebtedriess"). If the Security Interest in the Collateral is not sufficient, in the event of default, to salisty all indebtedriess of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any indebtedriess remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

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

- (a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages; liens, claims, charges, licenses, leases, intringements by third parties, encumbrances or other adverse claims or interests thereinafter collectively called "Encumbrances"), save for the Security interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;
- (b) all intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations:
- (c) each Debt. Chattel Paper and instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debter to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally dwing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim of counterclaim against Debtor which can be asserted against RBC; whether in any proceeding to enforce Collateral or otherwise.
- (d) the locations specified in Schedule, B* as to business operations and records are accurate and complete and with respect to Goods (including inventory), constituting Collateral, the locations specified in Schedule B* are accurate and complete save for Goods in transit to such locations and inventory on lease or consignment, and all fidures of Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which torms part of the Collateral will be situate at one of such locations; and
- (e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

4. COVENANTS OF THE DEBTOR

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



- (a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and proseque legal action against all intringers of Debtor's rights in mislischust Property to take all reasonable action to keep the Collateral free from all Enginebrances; except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown in Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfet, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC, provided always that, until default, Debtor may, in the ordinary course of Debtor's business; sell or lease inventory and, subject to Clause 7 hereof, use Money available to Debtor:
 - (b) to notify RBC promptly of
 - (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtors business or Colleteral;
 - (ii) the details of any significant acquisition of Collateral. . .
 - (iii) the details of any claims or litigation affecting Debtor or Collateral
 - (M) any loss or damage to Collateral, ...
 - (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
 - (vi) the return to or repossession by Debtor of Collateral:
- (c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement reliating to Collateral or any policy insuring Collateral or any applicable statute, law, by law, mile, regulation or ordinance; to keep all agreements, registrations and applications relating to intellectual Property and intellectual property used by Debter in its business in good standing and to renew all agreements and registrations as may be necessary or destrable to protect intellectual Property, unless otherwise agreed in writing by REC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so:
- (d) to do, execute, acknowledge and deliver such financing statements; financing change statements and further assignments; transfers, documents; acts, matters and things finculting turbler schedules hereto) as may be reasonably requested by RBC of or with respect to Cellateral in order to give effect to these presents and to pay all costs for searches, and fillings in connection therewith:
- (e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed of imposed against or in respect of Debtor or Collaberal as and when the same become due and payable;
- (f) to insure colleteral in such amounts and against such risks as would customarily be insured by a prodent owner of similar Colleteral and in such additional amounts and against such additional risks as RBC may from time to time direct; with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all promiting incretor and deliver copies of policies and evidence of renewal to RBC on request.
- (g) to prevent Collateral, save inventory sold or leased as permitted hereby, from tieling or becoming an accession to other property not covered by this Security Agreement.
- (h) to carry on and conduct the business of Bebter in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accounting principles, consistently applied, proper books of account for Debter's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest:
 - (i) to deliver to RBC from time to time promptly upon request:
 - (I) any Documents of Title, instruments, Securities and Charlet Paper constituting, representing or relating to



Collateral,

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

5. USE AND VERIFICATION OF COLLATERAL

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

6. SECURITIES, INVESTMENT PROPERTY

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

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

7. COLLECTION OF DEBTS

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

8. INCOME FROM AND INTEREST ON COLLATERAL

- (a) Until default. Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default. RBC shall either credit the same against the indeptedness or pay the same promptly to Debtor.
- (b) After default. Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it. Debtor will pay the same promptly to BBC.



9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

- (a) Whether of not default has occurred. Debtor authorizes RBC
 - (i) to receive any increase in or profits on Collateral (other than Money) and to held the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 refeor and dealt with accordingly.
 - (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issues of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.
- (b) If Debtor receives any such increase or profits (other than Money) or payments or distributions. Debtor will deliver the same promptly to RBC to be field by RBC as benefit provided.

10. DISPOSITION OF MONEY

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

11. EVENTS OF DEFAULT

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

- (a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of indebtedness or the fallure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC.
- (b) the death of or a declaration of incompetency by a count of competent jurisdiction with respect to Debtor, it an individual;
- (c) the bankruptcy or insolvency of Debtor, the filing against Debtor of a petition in bankruptcy the making of an assignment for the benefit of creditors by Debtor, the appointment of a receiver or trustee for Debtor or for any assets of Debtor of the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and insolvency. Act or otherwise.
- (d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor.
 - (e) if any Encumbrance affecting Collateral becomes enforceable against Collateral
- (f) If Debter ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankrupicy.
- (g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof:
- (h) If any certificate, statement, representation, warranty or audit report fleretotore or hereafter furnished by or on behalf of Debior pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained flerein) or as an inducement to RBC to extend any credit to or to enter into this or.



any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have smitted any substantial contingent or unliquidated flability or claim; against Debtor; or if upon the data of execution of fals Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

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

13. REMEDIES

- (a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not to be a receiver of receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed, and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debter and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/hai, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may to the exclusion of all others, including Debter, enter Upon, use and occupy all pramises owned or occupied by Debter wherein Collateral may be situate, maintain Collateral of on such premises; borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debter's business or as security for loans or advances to enable the Receiver to carry on Debter's business or otherwise as such Receiver shall, in its discretion, determine: Except as may be otherwise directed by RBC, all Morey received from sine to time by such Receiver in a carrying out his/her appointment shall be received in frust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.
- (b) Upon delault, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).
- (c) RBC may take possession of collect, demand, sue on, enforce, receiver and receiver Collecters and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, licetise lease or otherwise dispose of Collecters in such manner, at such title or lines and place or places, for such consideration and upon such terms and conditions as to RBC may seem leasonable;
- (d) in addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor, and REC, and in addition to any other rights RBC they have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party unider the P.P.S.A. Provided slivays, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of collect; enforce, realize, self, lease. Income of intervise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's passession and shall not be liable on accountable for failure to go so.
- (e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral Wiesever It may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.
- (f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly of for services rendered (including reasonable solicitors and auditors costs and



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

- (g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A.:
- (h) Upon default and receiving written demand from RBC. Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of intellectual Property to whomever RBC directs. Including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment. Ilcense or maister of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security interest.

14. MISCELLANEOUS

- (a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an origing basis and continue the Security Interest; to protect and preserve Collateral and to realize upon the Security Interest, and Debtor hereby inevocably constitutes and appoints the Manager or Acting Manager from time to time of the hereby mentioned branch of RBC the and laying attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.
- (b) Without ilmiting any other right of RBC, whenever indebtedness is immediately due and payable or RBC has the right to declare tridebtedness to be immediately due and payable to helper or not it has so declared, RBC may, in its sole discretion, set off against indebtedness any and all amounts then owed to before by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of haking its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.
- (c) Upon Debtor's fallure to perform any of its duffes hereunder, RBC may, but shall not be obligated to perform any or all of such duffes, and Debtor shall pay to RBC, forthigh upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per auntim.
- (d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, deploys of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting Collateral.
- (e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (f) Deptor waives protest of any instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.



- (g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective helps, executors, administrators, successors and assigns in any action precipit by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights herefunder, Debtor shall not assert against the assignee any claim of defence which Debtor how has or hereafter may have against RBC. If more than one Debtor executes this Security. Agreement the obligations of such Debtors heredinder shall be Joint and several.
- (h) RBC may provide any financial and other information it has about Debtor, the Security interest and the Collateral to any one acquire an interest in the Security interest or the Collateral from the Bank or any one acting on behalf of the Bank.
- (i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.
- (i) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice; direction; demand or request shall be in writing and shall be sufficiently given. In the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant herefo, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.
- (k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and small remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with laterest accruing thereon after such notice; shall be paid in full.
- (f) The headings used in this Security Agreement are for convenience only and are not be considered a part of this Security Agreement and do not in any way limit of amplify the terms and provisions of this Security Agreement.
- (m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.
- (n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.
- (o) Nothing Herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute indebtedness.
- (p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.
- (q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

 (i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies

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

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



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

(i) In the event that Debtor is a body corporate, it is needly agreed that The Limitation of Civil Rights Act of the Province of Saskatchewar, or any provision thereof, shall have no application to this Sectifity Agreement or any agreement or instrument tenewing or extending or collateral to this Sectiony Agreement, in the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with PBC that all of Pair IV (other than Section 46) of that Act, shall not apply to Debtor.

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

15. COPY OF AGREEMENT

- (a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.
- (b) Debtor Walves Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC (Applies in all P.P.S.A. Provinces except Ontario).
- 16. Debtor represents and warrants that the following information is accurate:

BUSINESS DEBTOR

	A TOTAL CARROLL STATE OF THE ACCUSE.		** *********				
٠	NAME OF BUSINESS DEBTOR	\$			**		
	IEC BUSINESS HOLDINGS IN	C.			<u> </u>		<u> </u>
		CITY		PROVINCE		POSTAL CO	IDE:
	DEBTOR	DRAYTON	VALLEY	ALBERTA		TANK	
•	PO BOX 6247 STN MAIN						

IN WITHESS WHEREOF Debtor has executed this Security Agreement this 1 day 1146 2015

WITNESSES WILLIAM WITNESSES

EC BUSINESS HÖLDINGS INC

Seal

THE STATE OF THE S



SCHEDULE "A" (ENCUMBRANCES AFFECTING COLLATERAL)



SCHEDULE "B"

1. Locations of Debtor's Business Operations

5602 - 58 AVE DRAYTON VALLEY ALBERTA GA T7A 1R7

2. Locations of Records relating to Collateral

5602 - S8 AVE DRAYTON VALLEY ALBERTA CA TZA 1RZ

3. Locations of Collateral

5602 - 58 AVE DRAYTON VALLEY ALBERTA GA T7A 1R7



SCHEDULE "C" (DESCRIPTION OF PROPERTY)



This is Exhibit "T" referred to in the Affidavit of Arnold Masson

Sworn before me this <u>2811</u> day of September, 2017

A Commissioner for Oaths
In and for the Province of Alberta

Tessa MacLeod Student-At-Law



Royal Bank of Canada Postponement and Assignment of Claim

SRF:

976790253

Borrower: INDEPENDENT ELECTRIC AND CONTROLS LTD.

9034 51ST AVE EDMONTON ALBERTA T6E 5X4

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

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

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

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

(Applicable in PPSA Provinces)
(Applicable in all PPSA
Provinces except Ontario)

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

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



EXECUTED at	Drayton Valley	this	My 19 2016 (Month) (Day) (Year)	
In the presence of	•			
	د استان را	IEC BUSIN	ESS HOLDINGS INC.	
Witness	Suffitio		John The Control of t	
(Mal)	Millitto	_	10	
Witness				
The "Borrower" name and transfer contains Agreement.	ed above hereby acknowledged therein and further agree	ges receipt of a es with the Ba	copy of the foregoing Agreement to give effect to all of the property (Month) (Day) (Year)	nt, accepts the assignment provisions of the foregoing
In the presence of		INDEDEND	•	SITO
Oa	hidiaha)	ואחההבאח	ENT ELECTRIC AND CONTROL	.5 L10.
Witness	xm fizha			
(Aux	sifficted.			
Witness T				
Insert the full name a	nd address of Debtor (Under	rsigned above)		
	Full na	ame and addres	s	
IEC BUSINESS	HOLDINGS INC.			

IEC BUSINESS HOLDINGS INC. PO BOX 6247 STN MAIN DRAYTON VALLEY ALBERTA T7A1R7



SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

Page 9 of 9

This is Exhibit "U" referred to in the Affidavit of Arnold Masson

Sworn before me this 284 day of September, 2017

A Commissioner for Oaths
In and for the Province of Alberta

Tessa MacLeod Student-At-Law

Personal Property Registry Search Results Report

Search ID#: Z09155157

Page 1 of 12

Transmitting Party
DENTONS CANADA LLP

2900 MANULIFE PLACE, 10180 101 STREET EDMONTON, AB T5J 3V5

Party Code: 50000165 Phone #: 780 423 7327

Reference #:

Search ID #: Z09155157

Date of Search: 2017-May-29

Time of Search: 09:38:24

Business Debtor Search For:

IEC BUSINESS HOLDINGS INC.

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Personal Property Registry Search Results Report

Search ID#: Z09155157

Page 2 of 12

Business Debtor Search For:

IEC BUSINESS HOLDINGS INC.

Search ID #: Z09155157

Date of Search: 2017-May-29

Time of Search: 09:38:24

Registration Number: 11121100206

Registration Type: SECURITY AGREEMENT

Registration Date: 2011-Dec-11 Registration Status: Current

Expiry Date: 2043-Dec-11 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

11121100219

Renewal

2011-Dec-11

Debtor(s)

Block

IEC BUSINESS HOLDINGS INC. C/O 2800, 10060 JASPER AVENUE EDMONTON, AB T5J 3V9

Status

Current

Status

Current

Secured Party / Parties

Block BUSINESS DEVELOPMENT BANK OF CANADA

BOX 6,505 BURRARD ST VANCOUVER, BC V7X 1M3

Phone #: 604 666 7467

Fax #: 604 666 1573

Collateral: General

Block Description <u>Status</u>

All of the Debtor's present and after-acquired personal property. Proceeds: all of the

Debtor's present and after-acquired personal property.

Personal Property Registry Search Results Report

Search ID#: Z09155157

Page 3 of 12

Business Debtor Search For:

IEC BUSINESS HOLDINGS INC.

Search ID #: Z09155157

Date of Search: 2017-May-29

Time of Search: 09:38:24

Registration Number: 15051321618

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-May-13

Registration Status: Current

Expiry Date: 2020-May-13 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block Status

1

IEC BUSINESS HOLDINGS INC. PO BOX 6247 STN MAIN DRAYTON VALLEY, AB T7A 1R7 Current

Secured Party / Parties

<u>Block</u> <u>Status</u>

1

ROYAL BANK OF CANADA 36 YORK MILLS ROAD, 4TH FLOOR TORONTO, ON M2P 0A4 Current

Collateral: General

Block Description Status

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Personal Property Registry Search Results Report

Search ID#: Z09155157

Page 4 of 12

Business Debtor Search For:

IEC BUSINESS HOLDINGS INC.

Search ID #: Z09155157

Date of Search: 2017-May-29

Time of Search: 09:38:24

Registration Number: 17051922838

Registration Date: 2017-May-19

Registration Type: SECURITY AGREEMENT

Registration Status: Current

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

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

1

IEC BUSINESS HOLDINGS INC.

BOX 6247

DRAYTON VALLEY, AB T7A 1R7

Status

Current

Secured Party / Parties

Block

1

344100 ALBERTA LTD. 4813 BECKETT ROAD

DRAYTON VALLEY, AB T7A 1E3

Status

Current

Collateral: General

Block

Description

Status

All present and after acquired personal property

Personal Property Registry Search Results Report

Search ID#: Z09155157

Page 5 of 12

Business Debtor Search For:

IEC BUSINESS HOLDINGS INC.

Search ID #: Z09155157

Date of Search: 2017-May-29

Time of Search: 09:38:24

Registration Number: 17051922951

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-May-19

Registration Status: Current

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

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

<u>Status</u>

1

IEC BUSINESS HOLDINGS INC. BOX 6247 DRAYTON VALLEY, AB T7A 1R7 Current

Secured Party / Parties

Block

1

1

POLARIS CONTROLS LTD.

BOX 6764 DRAYTON VALLEY, AB T7A 1S2 <u>Status</u>

Current

Collateral: General

Block De

Description

All present and after acquired personal property

Status

Personal Property Registry Search Results Report

Search ID#: Z09155157

Page 6 of 12

Business Debtor Search For:

IEC BUSINESS HOLDINGS INC.

Search ID #: Z09155157

Date of Search: 2017-May-29

Time of Search: 09:38:24

Registration Number: 17051923066

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-May-19

Registration Status: Current

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

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

IEC BUSINESS HOLDINGS INC. BOX 6247 DRAYTON VALLEY, AB T7A 1R7 Current

Secured Party / Parties

Block

1033179 ALBERTA LTD. SITE 452, BOX 2, COMP 2, RR2 DRAYTON VALLEY, AB T7A 2A2

Status Current

Collateral: General

Block

Description

Status

All present and after acquired personal property

Personal Property Registry Search Results Report

Search ID#: Z09155157

Page 7 of 12

Current

Current

Business Debtor Search For:

IEC BUSINESS HOLDINGS INC.

Search ID #: Z09155157

Date of Search: 2017-May-29

Time of Search: 09:38:24

Registration Number: 17051923187

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-May-19

Registration Status: Current

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

Exact Match on:

Debtor

No: 2

Debtor(s)

<u>Block</u> <u>Status</u>

1 INDEPENDENT ELECTRIC AND CONTROLS LTD. BOX 6247

DRAYTON VALLEY, AB T7A 1R7

<u>Block</u> <u>Status</u>

2 IE0

BOX 6247

IEC BUSINESS HOLDINGS INC. Current

DRAYTON VALLEY, AB T7A 1R7

Secured Party / Parties

Block Status

1 1112500 ALBERTA LTD. BOX 6247

DRAYTON VALLEY, AB T7A 1R7

Collateral: General

Block Description Status

1 All present and after acquired personal property Current

Personal Property Registry Search Results Report

Search ID#: Z09155157

Page 8 of 12

Current

Current

Current

Business Debtor Search For:

IEC BUSINESS HOLDINGS INC.

Search ID #: Z09155157

Date of Search: 2017-May-29

Time of Search: 09:38:24

Registration Number: 17051923314

Registration Date: 2017-May-19

Registration Type: SECURITY AGREEMENT

Registration Status: Current

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

Exact Match on:

Debtor

No: 2

Debtor(s)

<u>Block</u> <u>Status</u>

INDEPENDENT ELECTRIC AND CONTROLS LTD.

BOX 6247 DRAYTON VALLEY, AB T7A 1R7

<u>Block</u> <u>Status</u>

2 IEC BUSINESS HOLDINGS INC.

BOX 6247

DRAYTON VALLEY, AB T7A 1R7

Secured Party / Parties

Block Status

1 1118483 ALBERTA LTD. 4432 - 43 STREET

DRAYTON VALLEY, AB T7A 1G1

Collateral: General

Block Description Status

1 All present and after acquired personal property Current

Personal Property Registry Search Results Report

Search ID#: Z09155157

Page 9 of 12

Current

Current

Current

Business Debtor Search For:

IEC BUSINESS HOLDINGS INC.

Search ID #: Z09155157

Date of Search: 2017-May-29

Time of Search: 09:38:24

Registration Number: 17051923466

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-May-19

Registration Status: Current

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

Exact Match on:

Debtor

No: 2

Debtor(s)

<u>Block</u> <u>Status</u>

1 INDEPENDENT ELECTRIC AND CONTROLS LTD.

BOX 6247 DRAYTON VALLEY, AB T7A 1R7

Block Status

2

IEC BUSINESS HOLDINGS INC. BOX 6247

DRAYTON VALLEY, AB T7A 1R7

Secured Party / Parties

<u>Block</u> <u>Status</u>

1 574167 ALBERTA LTD. BOX 6616

DRAYTON VALLEY, AB T7A 1S1

Collateral: General

Block Description Status

1 All present and after acquired personal property Current

Personal Property Registry Search Results Report

Search ID#: Z09155157

Page 10 of 12

Business Debtor Search For:

IEC BUSINESS HOLDINGS INC.

Search ID #: Z09155157

Date of Search: 2017-May-29

Time of Search: 09:38:24

Registration Number: 17052630461

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-May-26

Registration Status: Current

Expiry Date: 2027-May-26 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 IEC BUSINESS HOLDINGS INC.

BOX 6247

DRAYTON VALLEY, AB T7A 1R7

Current

Secured Party / Parties

Block

Status

Current

GUY FAMILY HOLDINGS LTD. BOX 6764

DRAYTON VALLEY, AB T7A 1S2

Collateral: General

Block

Description

Status

All present and after-acquired personal property

Personal Property Registry Search Results Report

Search ID#: Z09155157

Page 11 of 12

Business Debtor Search For:

IEC BUSINESS HOLDINGS INC.

Search ID #: Z09155157

Date of Search: 2017-May-29

Time of Search: 09:38:24

Registration Number: 17052630564

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-May-26

Registration Status: Current

Expiry Date: 2027-May-26 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

1

Status

Current

IEC BUSINESS HOLDINGS INC. BOX 6247 DRAYTON VALLEY, AB T7A 1R7

Secured Party / Parties

Block

1

1

Status

1509233 ALBERTA LTD.

4813 BECKETT ROAD DRAYTON VALLEY, AB T7A 1E7

Current

Collateral: General

Block **Description**

All present and after-acquired personal property

Status

Personal Property Registry Search Results Report

Page 12 of 12

Search ID#: Z09155157

Note:

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

Debtor Name / Address

Reg.#

I W C INCORPORATED 303, 5010 - 43 STREET RED DEER, AB T4N 6H2

99080504584

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

I.E.C. INC. BOX 1198 VERMILION, AB T0B 4M0

96030116451

REPORT OF SEIZURE

Debtor Name / Address

Reg. #

IAC 4 WHITELAND BAY N E CALGARY, AB T1Y3M5 15081009279

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

ICC ENTERPRISES CORP. 14613 - 134 AVENUE EDMONTON, AB T5L 4S9 15120415641

SECURITY AGREEMENT

Result Complete

This is Exhibit "V" referred to in the Affidavit of Arnold Masson

Sworn before me this <u>28h</u> day of September, 2017

A Commissioner for Oaths
In and for the Province of Alberta

Tessa MacLeod Student-At-Law



Royal Bank of Canada General Security Agreement

SRF: 976790253

Borrower, INDEPENDENT ELECTRIC AND CONTROLS LTD.

9034 51ST AVE EDMONTON

ALBERTA T6E 5X4 CA

1. SECURITY INTEREST

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

- (i) all inventory of whatever kind and wherever situate;
- (ii) all equipment (other than inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind:
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever airsing or secured including letters of credit and advices of credit; which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all lists, records and files relating to Debtor's customers, clients and patients;
- (v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (vi) all contractual rights and insurance claims;
- (vii) all patents, Industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively net interest and all other foregoing (collectively net interest and all other foregoing); and
- (viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.
- (b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security interest. Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.
 - (c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment



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

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surely (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

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

- (a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;
- (b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;
- (c) each Debt. Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;
- (d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations; and
- (e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

4. COVENANTS OF THE DEBTOR

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



- (a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances; except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC, provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease inventory and, subject to Clause 7 hereof, use Money available to Debtor.
 - (b) to notify RBC promptly of:
 - any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral.
 - (li) the details of any significant acquisition of Collateral,
 - (iii) the details of any claims or litigation affecting Debtor or Collateral,
 - (iv) any loss or damage to Collateral,
 - (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
 - (vi) the return to or repossession by Debtor of Collateral;
- (c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;
- (d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;
- (e) to pay all taxes; rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;
- (f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request:
- (g) to prevent Collateral, save inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;
- (h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;
 - (i) to deliver to RBC from time to time promptly upon request:
 - (i) any Documents of Title; Instruments, Securities and Chattel Paper constituting, representing or relating to



Collateral,

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

5. USE AND VERIFICATION OF COLLATERAL

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

6. SECURITIES, INVESTMENT PROPERTY

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

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

7. COLLECTION OF DEBTS

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

8. INCOME FROM AND INTEREST ON COLLATERAL

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

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



9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

- (a) Whether or not default has occurred, Debtor authorizes RBC:
 - to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Morrey so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
 - (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation
 of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such
 payment or distribution as part of Collateral;
- (b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

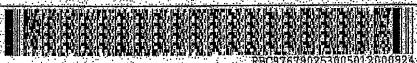
10. DISPOSITION OF MONEY

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

11. EVENTS OF DEFAULT

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

- (a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;
- (b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;
- (c) the bankruptcy or insolvency of Debtor, the filling against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor, the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;
- (d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;
 - (e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;
- (f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy:
- (g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;
- (h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or



any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement; there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation; statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

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

13. REMEDIES

- (a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents of employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.
- (b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).
- (c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may self, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable:
- (d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.
- (e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Colleteral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Colleteral at such place of places as directed.
- (f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and

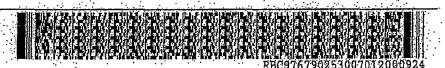


other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting indebtedness and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

- (g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A.
- (h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, license or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

- (a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.
- (b) Without limiting any other right of RBC, whenever indebtedness is immediately due and payable or RBC has the right to declare indebtedness to be immediately due and payable (whether or not it has so declared). RBC may, in its sole discretion, set off against indebtedness any and all amounts then owed to Debter by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.
- (c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.
- (d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting Collateral.
- (e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy, any default by Debtor hereunder or with respect to any indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (f) Debtor waives protest of any instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.



- (g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assigned any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereander shall be joint and several.
- (h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.
- (i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.
- (i) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered thail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.
- (k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all indebtedness contracted for or created before the receipt of such notice by RBC; and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.
- (I) The headings used in this Security Agreement are for convenience only and are not be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.
- (m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.
- (n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.
- (a) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute indebtedness.
- (p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.
- (g) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby
- (i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and
- (ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor,



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

- (r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.
- (s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. COPY OF AGREEMENT

- (a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.
- (b) Debtor walves Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).
- 16. Debtor represents and warrants that the following information is accurate:

BUSINESS DEBTOR

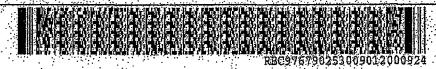
NAME OF BUSINESS DEBT SUMMIT CONTROLS (2012)			
ADDRESS OF BUSINESS DEBTOR 5602 - 58 AVE	CITY DRAYTON VALLEY	PROVINCE ALBERTA	POSTAL CODE 17A 1R7

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 19 day June 2015

SUMMIT CONTROLS (2012) CORP.

WITNESSES

WITNESSE



SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)



SCHEDULE "B"

1. Locations of Debtor's Business Operations

5602 - 58 AVE DRAYTON VALLEY ALBERTA CA T7A 1R7

2. Locations of Records relating to Collateral

5602 - 58 AVE DRAYTON VALLEY ALBERTA CA T7A 1R7

3. Locations of Collateral

5602 - 58 AVE DRAYTON VALLEY ALBERTA CA T7A 1R7



SCHEDULE "C" (DESCRIPTION OF PROPERTY)



This is Exhibit "W" referred to in the Affidavit of Arnold Masson

Sworn before me this 28th day of September, 2017

A Commissioner for Oaths
In and for the Province of Alberta

Tessa MacLeod Student-At-Law

Government of Alberta ■

Personal Property Registry Search Results Report

Search ID#: Z09167761

Page 1 of 3

Transmitting Party
DENTONS CANADA LLP
2900 MANULIFE PLACE, 10180 101 STREET
EDMONTON, AB T5J 3V5

Party Code: 50000165 Phone #: 780 423 7327 Reference #:

Search ID #: Z09167761

Date of Search: 2017-May-31

Time of Search: 14:05:27

Business Debtor Search For:

SUMMIT CONTROLS (2012) CORP.

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Government of Alberta

Personal Property Registry Search Results Report

Search ID#: Z09167761

Page 2 of 3

Business Debtor Search For:

SUMMIT CONTROLS (2012) CORP.

Search ID #: Z09167761

Date of Search: 2017-May-31

Time of Search: 14:05:27

Registration Number: 15051321981

Registration Date: 2015-May-13

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2020-May-13 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

SUMMIT CONTROLS (2012) CORP. 1

5602 - 58 AVE DRAYTON VALLEY, AB T7A 1R7

Secured Party / Parties

Block

ROYAL BANK OF CANADA 36 YORK MILLS ROAD, 4TH FLOOR TORONTO, ON M2P 0A4

Status

Status

Current

Current

Collateral: General

Block Description

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

<u>Status</u>

Current

Government of Alberta ■

Personal Property Registry Search Results Report

Page 3 of 3

Search ID#: Z09167761

Note:

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

Debtor Name / Address

SUMMIT CONTRACTING (RED DEER) LTD. 6500 - 71 STREET RED DEER, AB T4P3V7

SECURITY AGREEMENT

Debtor Name / Address

SUMMIT CONTRACTING (RED DEER) LTD. 6500 - 71 STREET RED DEER, AB T4P 3V7

SECURITY AGREEMENT

Debtor Name / Address

SUMMIT CONTRACTING LIMITED 4634 91 AVE NW EDMONTON, AB T6B 2L1

SECURITY AGREEMENT

Reg. #

07113012772

Reg. #

13102515656

Reg. #

15092838846

Result Complete

This is Exhibit "X" referred to in the Affidavit of Arnold Masson

Sworn before me this <u>281</u> day of September, 2017

A Commissioner for Oaths
In and for the Province of Alberta

Tessa MacLeod Student-At-Law



Reyal Bank of Canada General Security Agreement

SRF:

976790253

BOTTOWER: INDEPENDENT ELECTRIC AND CONTROLS LTD.

9034.51ST AVE EDMONTON ALBERTA TOE 5X4

1. SECURITY INTEREST

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

- (I) all inventory of whatever kind and wherever situate;
- all equipment (other than Inventory) of whatever kind and wherever situate, incligating, without limitation, all
 machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and beok debts and generally all debts, dues, claims, choses in action and demands of every nature and kind how seever ansing of secured including letters of credit and advices of credit, which are now due, owing or acciding or growing due to or owned by or which may hereafter become due, owing or acciding or growing due to or owned by Debtor ("Debts").
- (iv) all lists, records and files relating to Debtor's customers; clients and patients;
- (v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts. Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (vi) all contractual rights and insurance claims;
- (vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill; copyrights, personality rights, plant breeders, rights, integrated circuit topographies, saftware and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "intellectual Property"); and
- (vili) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

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

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



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

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtey to RBC (including interest thereof) present or future, direct of indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsbever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased of entirely exanguished and thereafter incurred again and whether Debtey be bound alone or with another or others and whether as principal or surely (hereinafter collectively called the "indebtedness"), if the Security interest is the Collateral is not sufficient, in the event of default, to satisfy all indebtedness of the Debtey, the Debtey acknowledges and agrees that Debtey shall continue to be liable for any indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

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

- (a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infinigements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save, for the Security Interest and those Encumbrances shown on Schedule 'A' or hereafter approved in writing by RBC, prior to their creation or assumption:
- (b) all intellectual Property applications and registrations are valid and in good standing and Debtor is the applications and registrations.
- (c) each Debt. Chaitel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor by RBC from lime to time as owing by each Account Debtor or by all Account Debtors will be the conect amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC; whether in any proceeding to enforce Collateral of otherwise.
- (d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including inventory) constituting Colleteral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and inventory on lease or consignment, and all fixtures or Goods about to become fixtures and all ones and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Colleteral will be situate at one of such locations; and
- (e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

4. COVENANTS OF THE DEBTOR

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



- (a) to defend the Collateral against the claims and demands of all other pairies daining the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule. "A" or hereafter approved in writing by REC prior to their creation or assumption, and not to sell, exchange, transfer, assign; lease, license or dreawise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor.
 - (b) to notify RBC promptly of:
 - (i) any change in the information contained herein or in the Schedules hereto relating to Debtor. Debtors business or Collateral.
 - (ii) the details of any significant acquisition of Collateral,
 - (til) the details of any claims or litigation affecting Debtor or Collaboral.
 - (iv) any loss or damage to Collateral,
 - (v) any default by any Account Debtor In payment or other performance of its obligations with respect to Collateral, and
 - (vi) the return to or repossession by Debtor of Collateral:
- (c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations, and applications, relating to intellectual property used by Deltor in its business in good standing and to repew all agreements and registrations as may be necessary or desirable to protect intellectual Property, unless otherwise agreed in writing by RBC. to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to:do so;
- (d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things fincluding further schedules herate) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and fillings in connection therewith:
- (e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable.
- (f) to Insure collateral in such amounts and against such risks as would customerily be insured by a predent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to lime direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;
- (g) to prevent Collateral, save inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement.
- (b) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral, and to keep, in accordance with generally accepted accounting principles, consistently applied, preper tooks of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at Risc's request so as to indicate the Security Interest;
 - (D to deliver to REC from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to



Collateral

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

5. USE AND VERIFICATION OF COLLATERAL

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

6. SECURITIES, INVESTMENT PROPERTY

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

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

7. COLLECTION OF DEBTS

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

8. INCOME FROM AND INTEREST ON COLLATERAL

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

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



9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

- (a) Whether or not default has occurred, Debtor authorizes RBC
 - to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealth.
 with accordingly:
 - (ii) to receive any payment of distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral, to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.
- (b) If Debior receives any such increase or profits (other than Money) or payments or distributions. Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

16. DISPOSITION OF MONEY

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

11. EVENTS OF DEFAULT

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

- (a) the nonpayment when due, Whether by acceleration or otherwise, of any principal or interest forning part of indebtedness or the fallure of Debtot to observe or perform any deligation, coverant, term, provision or condition contained in this Security agreement or any other agreement between Debtor and RBC:
- (b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an Individual;
- (c) the bankruptcy of insolvency of Debton the filing against Debtor of a patition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor the appointment of a receiver or master for Debtor or for any assets of Debtor or the Institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise:
- (d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of settlement of claims against or winding up of affairs of Debtor.
 - (e) If any Encumbrance affecting Colleteral becomes enforceable against Colleteral:
- (f) If Debtor ceases or threatens to cease to carry, on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy.
- (g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debior or if distress or analogous process is levied upon the assets of Debior or any part thereof.
- (h) if any certificate, statement, representation warranty or audit report heretofore or neteather furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including without limitation, the representations and warranties contained fierein) or as an inducement to RBC to extend any credit to or to enter into this or



any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor, or if upon the date of execution of this Section Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the lime of such execution.

12. ACCELERATION

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

13. REMEDIES

- (a) Upon default, RBC may appoint or reappoint by instrument in witing, any person or persons, whether an officer or officers or an employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver"; which term when used herein shall include a receiver and manager) of Collateral (including any interest, lincoine or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, hegilgence or non-feasance on the part of any such Receiver, his/her servants; agents or employees. Collateral, to presence Collateral of its value, to carry on or concur in carrying on all or any part of the business of Debtor and facilitate the foregoing powers; any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral directly in carrying on Debtor's business or as security for determine except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.
- (b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).
- (c) 'RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default. RBC may sell, license, lease or otherwise and conditions as to RBC may seem reasonable.
- (d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity. RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any fallure to exercise its remedies, take possession of, collect, enforce, realize, self, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable of accountable for failure to do so.
- (e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method pentilitied by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place of places as directed:
- (f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by REC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and



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

- (g) RBC will give Debtor such notice. If any, of the date, time and place of any public sele or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A.
- (h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment of licensing of intellectual Property to whomever RBC directs; including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtors behalf anything that is required to assign, license or transfer, and to record any assignment; license or transfer of the Collateral. This power of attorney, which is roughed with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

- (a) Debtor hereby authorizes RBC to file such financing statements, financing change statements, and other documents and do such acts; matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an origing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security interest and Debtor, hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and whetever it may be deemed necessary or expedient.
- (b) Without limiting any other right of RBC, whenever indebtedness is immediately due and payable of RBC has the right to declare indebtedness to be immediately due and payable (whether of not it has so declared). RBC may, in its sole discretion, set off against indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered an RBC's records subsequent thereto.
- (c) Upon Debtor's failure to perform any of its dules hereunder, RBC may, but shall not be obligated to perform any or all of such duties; and Debtor shall pay to RBC, fortfivilth upon written demand therefor, an amount could be expense incurred by RBC in so doing plus interest thereon from the date such expense is incomed until it is paid at the rate of 15% per annum.
- (d) RBC may grafit extensions of time and other indulgences, take and give tip security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor of RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue of Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all chaques, commercial paper, and any other instruments pertaining to or constituting Collateral.
- (e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor Hereunder or with respect to any indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (f) Debtor walves protest of any instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.



- (g) This Security Agreement shall enure to the benefit of and be binding upon the parties bereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security interest or any part thereof to enforce any highest hereunder. Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If hore than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.
- (h) RBC may provide any financial and other information it has about Debton, the Security interest and the Collaboration any one accounts or who may acquire an interest in the Security interest or the Collaboration the Bank or any one acting on behalf of the Bank.
- (i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waver of any provision hereof shall be effective unless in writing.
- (i) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other, or to make a demand of request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given. In the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.
- (k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security move or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from lime to lime of the herein mentioned branch, of RBC shall actually receive written notice of its discontinuances and notwithstanding such holice, shall remain in full force and effect thereafter until all indebtedness contracted for or created before the receipt of such holice by RBC, and any extensions of renewals thereof (whether made before of after receipt of such holice) together with interest according thereon after such notice, shall be paid in full.
- (i) The headings used in this Security Agreement are for convenience only and are not be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.
- (m) When the context so requires, the singular humber shall be read as if the plural were expressed and the provisions, hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.
- (n) In the event any provisions of this Security Agreement, as amended from time to time, shall be desired invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security. Agreement shall remain in full force and effect.
- (o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend firm for payment of or accept anything which constitutes or would constitute indebtedness.
- (p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.
- (q) Debtor acknowledges and agrees that it the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Sections interest granted hereby.
- (i) Shall extend to "Collateral" (as that term is flerain defined) owned by each of the analysmating companies and the amalysmated company at the time of analysmation and to any "Collateral" increases owned or acquired by the amalysmated company, and
- (ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of smalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debter.



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

- (r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision traceon shall have no application to this Security Agreement of any agreement or instrument renewing or extending or collegeral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatcheven Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 45) of that Act shall not apply to Debtor.
- (s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec them this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the taws of Canada applicable therein.

15. COPY OF AGREEMENT

- (a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.
- (b) Debtor walves Debtor's right to receive a copy of any financing statement or financing charge statement registered by RBC or of any verification statement with respect to any financing statement or financing charge statement registered by RBC (Applies in all P.P.S.A. Provinces except Ontano).
- 16. Debtor represents and warrants that the following information is accurate:

BUSINESS DEBTOR

	NAME OF BUSINESS DEBTOR
• •	BLACK KNIGHTS DLECTRIC INC.
	ADDRESS OF BUSINESS CITY PROVINCE POSTAL CODE
	DEBTOR TO THE CREEK ALBERTA
	PO 50X 139
٠	그는 일이 그렇게 된 사람들이 된 것이다. 하면 되었다는 것이 되는 것이 없는 사람들은 사람들이 되었다.



SCHEDULE "A"

(ENGUMERANCES AFFECTING COLLATERAL)

Please do not wite in this area



Registered trademark of Royal Bank of Canada

. E-Form 00924 (2008/00

0 of 12

SCHEDULE "B"

1. Locations of Debtor's Business Operations

5602 - 58 AVE DRAYTON VALLEY ALBERTA CA T7A 187

2. Locations of Records relating to Collateral

5602 - 58 AVE DRAYTON VALLEY ALBERTA CA T7A 187

3. Locations of Collateral

5602 - 58 AVE DRÁVTON VALLEY ALBERTA CA T7A 187



SCHEDULE "C" (DESCRIPTION OF PROPERTY)



This is Exhibit "Y" referred to in the Affidavit of Arnold Masson

Sworn before me this 28h day of September, 2017

A Commissioner for Oaths
In and for the Province of Alberta

Tessa MacLeod Student-At-Law

Government of Alberta ■

Personal Property Registry Search Results Report

Search ID#: Z09167778

Page 1 of 2

Transmitting Party
DENTONS CANADA LLP
2900 MANULIFE PLACE, 10180 101 STREET
EDMONTON, AB T5J 3V5

Party Code: 50000165 Phone #: 780 423 7327 Reference #:

Search ID #: Z09167778

Date of Search: 2017-May-31

Time of Search: 14:06:51

Business Debtor Search For:

BLACK KNIGHTS ELECTRIC INC.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Government of Alberta ■

Personal Property Registry Search Results Report

Search ID#: Z09167778

Page 2 of 2

Current

Business Debtor Search For:

BLACK KNIGHTS ELECTRIC INC.

Search ID #: Z09167778

Date of Search: 2017-May-31

Time of Search: 14:06:51

Registration Number: 15051321625

Registration Date: 2015-May-13

Registration Status: Current

Expiry Date: 2020-May-13 23:59:59

Registration Type: SECURITY AGREEMENT

Exact Match on:

Debtor

No: 1

Debtor(s)

Block Status

RED EARTH CREEK, AB TOG 1X0

BLACK KNIGHTS ELECTRIC INC. Current PO BOX 139

Secured Party / Parties

Block Status

ROYAL BANK OF CANADA 36 YORK MILLS ROAD, 4TH FLOOR TORONTO, ON M2P 0A4

Collateral: General

Block Description <u>Status</u>

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY Current

Result Complete

This is Exhibit "Z" referred to in the Affidavit of Arnold Masson

Sworn before me this 28h day of September, 2017

A Commissioner for Oaths
In and for the Province of Alberta

Tessa MacLeod Student-At-Law



Royal Bank of Canada Postponement and Assignment of Claim

SRF:

976790253

Borrower: INDEPENDENT ELECTRIC AND CONTROLS LTD.

9034 51ST AVE EDMONTON ALBERTA T6E 5X4

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

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

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

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

(Applicable in PPSA Provinces)

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

(Applicable in all PPSA Provinces except Ontario)

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



EXECUTED at
in the presence of Street Witness BRADLEY TURNBULL
The "Borrower" named above hereby acknowledges receipt of a copy of the foregoing Agreement, accepts the assignme and transfer contained therein and further agrees with the Bank to give effect to all of the provisions of the foregoin Agreement. EXECUTEDat Did to Valley this May 1920 (Month) (Day) (Year)
in the presence of INDEPENDENT ELECTRIC AND CONTROLS LTD. Witness Witness
Witness Insert the full name and address of Debtor (Undersigned above)
Full name and address

BRADLEY TURNBULL 4813 BECKETT RD DRAYTON VALLEY ALBERTA T7A1E7

