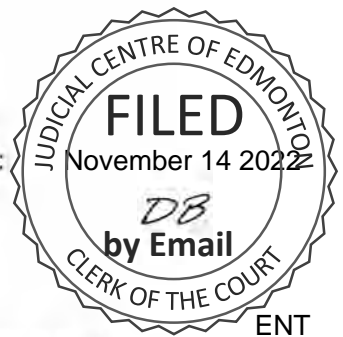


Clerk's Stamp:



COURT FILE NUMBER	2203 09349
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	BANK OF MONTREAL
DEFENDANTS	GILL'S VACUUM SERVICE LTD., ONE EARTH ENVIRONMENTAL SOLUTIONS INC., 2012613 ALBERTA LTD., and NEIL GILLARD
DOCUMENT	<u>AFFIDAVIT</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP 2500 Stantec Tower 10220 – 103 Avenue NW Edmonton, Alberta T5J 0K4 Ph. (780) 423-7284 Fx. (780) 423-7276 File No.: 126233-2055/DAH Attention: Dean A. Hitesman / Nicholas C. Williams

Sworn on November 14, 2022

I, John Hermann, of the City of Edmonton, in the Province of Alberta, **MAKE OATH AND SAY THAT:**

1. I am a Senior Account Manager in the ERPM Western Canada division of Bank of Montreal ("**BMO**"), and, as such, have personal knowledge of the matters hereinafter deposed to, except where stated to be based upon information and belief, in which case I verily believe the same to be true. My personal knowledge is based upon my own involvement and based upon BMO's books and records, made and kept in BMO's ordinary course of business. I am authorized to swear this Affidavit on behalf of BMO.
2. The Defendant, Gill's Vacuum Service Ltd. ("**Gill's**") is a corporation incorporated pursuant to the laws of the Province of Alberta with a registered office in Edmonton, Alberta. 693235 Alberta Ltd. ("**6932**") was a company incorporated pursuant to the laws of Alberta, which amalgamated with Gill's on December 31, 2019. Attached to my Affidavit as Exhibit "A" is a copy of the Alberta Corporate Registration System search for Gill's.
3. The Defendant, One Earth Environmental Solutions Inc. ("**One Earth**") is a corporation incorporated pursuant to the laws of the Province of Alberta with a registered office in Edmonton, Alberta. Attached to my Affidavit as Exhibit "B" is a copy of the Alberta Corporate Registration System search for One Earth.
4. The Defendant, 2012613 Alberta Ltd. ("**2012**") is a corporation incorporated pursuant to the laws of the Province of Alberta with a registered office in Edmonton, Alberta. 2012 is the sole shareholder

of Gill's. Attached to my Affidavit as Exhibit "C" is a copy of the Alberta Corporate Registration System search for 2012.

5. Based upon my review of BMO's books and records, I believe that the Defendant, Neil Gillard ("**Gillard**"), resides in or near Edmonton, Alberta.
6. I am the person at BMO directly responsible for the administration of the accounts of Gill's, One Earth, 2012, and Gillard with BMO insofar as concerns the matters raised in the Statement of Claim in these proceedings.
7. I am authorized to make this Affidavit on behalf of BMO.

GILLARD'S DIRECT INDEBTEDNESS

8. Pursuant to credit agreements and promissory notes between BMO as lender and Gillard as borrower (collectively, the "**Gillard Credit Agreements**"), Gillard borrowed money from BMO which Gillard agreed to repay to BMO with interest. Collectively attached to my Affidavit as Exhibit "D" are true copies of the Gillard Credit Agreements.
9. As a result of such borrowing pursuant to the Gillard Credit Agreements, Gillard is directly indebted to BMO as follows:
 - (a) Loan #2601-6997-242 - \$134,547.07 as at November 7, 2022, plus interest thereon and thereafter at the rate of 5.00% per annum above the prime rate of interest maintained by BMO from time to time ("**Prime**"); and
 - (b) costs on a solicitor and his own client basis.

(all sums payable to BMO in paragraphs (a) – (b) above are herein collectively referred to as the "**Gillard Direct Indebtedness**").
10. Attached to my Affidavit and marked as Exhibit "E" is a true copy of entries made in the usual and ordinary course of business of BMO in books or records which were at the time of the making of the entries one of the ordinary books or records of BMO. The books or records are in the custody and control of BMO. Exhibit "E" evidences the Gillard Direct Indebtedness, exclusive of legal costs.

ONE EARTH'S DIRECT INDEBTEDNESS

11. Pursuant to credit agreements between BMO as lender and One Earth as borrower (collectively, the "**One Earth Credit Agreements**"), One Earth borrowed money from BMO which One Earth agreed to repay to BMO with interest. Collectively attached to my Affidavit as Exhibit "F" are true copies of the One Earth Credit Agreements.
12. As a result of such borrowing pursuant to the One Earth Credit Agreements, One Earth is directly indebted to BMO as follows:
 - (a) Loan #2532-6692-362 - \$9,449.57 as at November 7, 2022, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
 - (b) Loan #2532-6994-093 - \$5,556.57 as at November 7, 2022, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;

(c) Loan #2532-6992-389 - \$372.31 as at November 7, 2022, plus interest thereon and thereafter at the rate of 18.40% per annum; and

(d) costs on a solicitor and his own client basis;

(all sums payable to BMO in paragraphs (a) – (d) above are herein collectively referred to as the "**One Earth Direct Indebtedness**").

13. Attached to my Affidavit and marked as Exhibit "G" is a true copy of entries made in the usual and ordinary course of business of BMO in books or records which were at the time of the making of the entries one of the ordinary books or records of BMO. The books or records are in the custody and control of BMO. Exhibit "G" evidences the One Earth Direct Indebtedness, exclusive of legal costs on a solicitor and his own client basis.

GILL'S DIRECT INDEBTEDNESS

14. Pursuant to credit agreements and promissory notes between BMO as lender and Gill's as borrower (collectively, the "**Gill's Credit Agreements**"), Gill's borrowed money from BMO which Gill's agreed to repay to BMO with interest. Collectively attached to my Affidavit as Exhibit "H" are true copies of the Gill's Credit Agreements.

15. As a result of such borrowing pursuant to the Gill's Credit Agreements, Gill's is directly indebted to BMO as follows:

(a) Loan #2579-6998-427 - \$260,495.48 as at November 7, 2022, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;

(b) Loan #2579-6999-171 - \$4,884.55 as at November 7, 2022, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime; and

(c) costs on a solicitor and his own client basis;

(all sums payable to BMO in paragraphs (a) – (c) above are herein collectively referred to as the "**Gill's Direct Indebtedness**").

16. Attached to my Affidavit and marked as Exhibit "I" is a true copy of entries made in the usual and ordinary course of business of BMO in books or records which were at the time of the making of the entries one of the ordinary books or records of BMO. The books or records are in the custody and control of BMO. Exhibit "I" evidences the Gill's Direct Indebtedness.

GILL'S INDIRECT INDEBTEDNESS

17. On or about April 27, 2018, Gill's granted to BMO a Guarantee for Indebtedness of an Incorporated Company guaranteeing repayment of all indebtedness of One Earth to BMO, limited to the principal amount of \$170,000.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs (the "**First Gill's Guarantee**"). Attached to my Affidavit as Exhibit "J" is a true copy of the First Gill's Guarantee.

18. On or about February 4, 2020, Gill's granted to BMO a Guarantee for Indebtedness of an Incorporated Company guaranteeing repayment of all indebtedness of One Earth to BMO, limited

to the principal amount of \$150,000.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs (the "**Second Gill's Guarantee**"). Attached to my Affidavit as Exhibit "K" is a true copy of the Second Gill's Guarantee.

19. On or about April 27, 2018, 6932 granted to BMO a Guarantee for Indebtedness of an Incorporated Company guaranteeing repayment of all indebtedness of One Earth to BMO, limited to the principal amount of \$170,000.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs (the "**First 6932 Guarantee**"). Attached to my Affidavit as Exhibit "L" is a true copy of the First 6932 Guarantee.
20. On or about February 4, 2020, 6932 granted to BMO a Guarantee for Indebtedness of an Incorporated Company guaranteeing repayment of all indebtedness of One Earth to BMO, limited to the principal amount of \$150,000.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs (the "**Second 6932 Guarantee**"). Attached to my Affidavit as Exhibit "M" is a true copy of the Second 6932 Guarantee.
21. On or about July 26, 2016, Gill's granted to BMO a Guarantee for Indebtedness of an Individual guaranteeing repayment of all indebtedness of Gillard to BMO, limited to the principal amount of \$580,000.00, plus interest from the date of demand at the rate of 5.00% per annum above Prime, plus legal costs (the "**Third Gill's Guarantee**"). Attached to my Affidavit as Exhibit "N" is a true copy of the Third Gill's Guarantee.
22. On or about July 26, 2016, 6932 granted to BMO a Guarantee for Indebtedness of an Individual guaranteeing repayment of all indebtedness of Gillard to BMO, limited to the principal amount of \$580,000.00, plus interest from the date of demand at the rate of 5.00% per annum above Prime, plus legal costs (the "**Third 6932 Guarantee**"). Attached to my Affidavit as Exhibit "O" is a true copy of the Third 6932 Guarantee.
23. Pursuant to the First Gill's Guarantee, Second Gill's Guarantee, First 6932 Guarantee, Second 6932 Guarantee, Third Gill's Guarantee, and Third 6932 Guarantee, Gill's is indirectly indebted to BMO for the amounts of:
 - (a) \$9,449.57 as at November 7, 2022, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
 - (b) \$5,556.57 as at November 7, 2022, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
 - (c) \$372.31 as at November 7, 2022, plus interest thereon and thereafter at the rate of 18.40% per annum;
 - (d) \$134,547.07 as at November 7, 2022, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime; and
 - (e) costs on a solicitor and his own client basis;

(all sums payable to BMO in paragraphs (a) – (e) above are herein collectively referred to as the "**Gill's Indirect Indebtedness**").

GILLARD'S INDIRECT INDEBTEDNESS

24. On or about February 10, 2000, Gillard granted to BMO a Guarantee for Indebtedness of an Incorporated Company guaranteeing repayment of all indebtedness of Gill's to BMO, limited to the principal amount of \$386,000.00, plus interest from the date of demand at the rate of 1.50% per annum above Prime, plus legal costs (the "**First Gillard Guarantee**"). Attached to my Affidavit as Exhibit "P" is a true copy of the First Gillard Guarantee.
25. On or about June 9, 2008, Gillard granted to BMO a Guarantee for Indebtedness of an Incorporated Company guaranteeing repayment of all indebtedness of Gill's to BMO, limited to the principal amount of \$300,000.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs (the "**Second Gillard Guarantee**"). Attached to my Affidavit as Exhibit "Q" is a true copy of the Second Gillard Guarantee.
26. On or about July 7, 2010, Gillard granted to BMO a Guarantee for Indebtedness of an Incorporated Company guaranteeing repayment of all indebtedness of Gill's to BMO, limited to the principal amount of \$1,256,000.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs (the "**Third Gillard Guarantee**"). Attached to my Affidavit as Exhibit "R" is a true copy of the Third Gillard Guarantee.
27. On or about May 1, 2018, Gillard granted to BMO a Guarantee for Indebtedness of an Incorporated Company guaranteeing repayment of all indebtedness of One Earth to BMO, limited to the principal amount of \$170,000.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs (the "**Fourth Gillard Guarantee**"). Attached to my Affidavit as Exhibit "S" is a true copy of the Fourth Gillard Guarantee.
28. On or about February 4, 2020, Gillard granted to BMO a Guarantee for Indebtedness of an Incorporated Company guaranteeing repayment of all indebtedness of One Earth to BMO, limited to the principal amount of \$150,000.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs (the "**Fifth Gillard Guarantee**"). Attached to my Affidavit as Exhibit "T" is a true copy of the Fifth Gillard Guarantee.
29. Pursuant to the First Gillard Guarantee, Second Gillard Guarantee, Third Gillard Guarantee, Fourth Gillard Guarantee, and Fifth Gillard Guarantee, Gillard is indirectly indebted to BMO for the amounts of:
 - (a) \$260,495.48 as at November 7, 2022, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
 - (b) \$4,884.55 as at November 7, 2022, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
 - (c) \$9,449.57 as at November 7, 2022, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
 - (d) \$5,556.57 as at November 7, 2022, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
 - (e) \$372.31 as at November 7, 2022, plus interest thereon and thereafter at the rate of 18.40% per annum; and

(f) costs on a solicitor and his own client basis;

(all sums payable to BMO in paragraphs (a) – (f) above are herein collectively referred to as the "**Gillard Indirect Indebtedness**").

2012'S INDIRECT INDEBTEDNESS

30. On or about April 27, 2018, 2012 granted to BMO a Guarantee for Indebtedness of an Incorporated Company guaranteeing repayment of all indebtedness of Gill's to BMO, limited to the principal amount of \$445,500.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs (the "**First 2012 Guarantee**"). Attached to my Affidavit as Exhibit "U" is a true copy of the First 2012 Guarantee.
31. On or about January 5, 2020, 2012 granted to BMO a Guarantee for Indebtedness of an Incorporated Company guaranteeing repayment of all indebtedness of Gill's to BMO, limited to the principal amount of \$618,200.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs (the "**Second 2012 Guarantee**"). Attached to my Affidavit as Exhibit "V" is a true copy of the Second 2012 Guarantee.
32. Pursuant to the First 2012 Guarantee and Second 2012 Guarantee, 2012 is indirectly indebted to BMO for the amounts of:
 - (a) \$260,495.48 as at November 7, 2022, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
 - (b) \$4,884.55 as at November 7, 2022, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
 - (c) \$9,449.57 as at November 7, 2022, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
 - (d) \$5,556.57 as at November 7, 2022, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
 - (e) \$372.31 as at November 7, 2022, plus interest thereon and thereafter at the rate of 18.40% per annum;
 - (f) \$134,547.07 as at November 7, 2022, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime; and
 - (g) costs on a solicitor and his own client basis;

(all sums payable to BMO in paragraphs (a) – (g) above are herein collectively referred to as the "**2012 Indirect Indebtedness**").

THE GILL'S SECURITY

33. At all material times, Gill's has been and continues to be the registered owner of the following lands:

PLAN 1562W

BLOCK 5
LOTS 10 TO 12 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS
IN THE ABOVE LOTS WITH RIGHT TO WORK THE
SAME OUT OF LOT TEN (10) ONLY

-and-

PLAN 654NY
LOT (B)
CONTAINING 0.482 HECTARES MORE OR LESS
EXCEPTING THEREOUT
THE MOST EASTERLY FIFTY (50) FEET OF SAID LOT (B)
CONTAINING 0.073 HECTARE (0.18 ACRE) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

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

Collectively attached to my Affidavit as Exhibit "W" are copies of the Alberta Land Titles Office search for the Lands.

34. By a Mortgage of Land dated July 26, 2016 and registered in the Alberta Land Titles Office as instrument number 162 218 516, including the Standard Mortgage Terms registered in the Alberta Land Titles Office as registration number 101 289 720, Gill's mortgaged to BMO the Lands for securing payment of the principal sum of \$580,000.00, plus interest at the rate of Prime plus 5.00% per annum, plus costs on a solicitor and his own client basis (the "**Mortgage**"). The Mortgage secures all of the Gill's Direct Indebtedness and Gill's Indirect Indebtedness. Collectively attached to my Affidavit as Exhibit "X" is a true copy of the Mortgage and the Standard Mortgage Terms referred to therein.
35. By an Alberta Personal Property Security Act Security Agreement dated February 10, 2000, to secure all indebtedness of Gill's to BMO, Gill's granted to BMO a security interest in all present and after-acquired personal property and real property of Gill's, and all proceeds thereof (the "**Gill's GSA**"). The Gill's GSA secures all of the Gill's Direct Indebtedness and Gill's Indirect Indebtedness. Attached to my Affidavit as Exhibit "Y" is a true copy of the Gill's GSA.
36. By a Caveat dated August 18, 2021 and registered in the Alberta Land Titles Office as instrument number 212 239 117, BMO registered the floating charge granted in the Gill's GSA against the Lands, securing payment of the Gill's Direct Indebtedness and Gill's Indirect Indebtedness in the amount of \$500,000.00 (the "**Equitable Mortgage**"). The Equitable Mortgage secures all of the Gill's Direct Indebtedness and Gill's Indirect Indebtedness. Attached to my Affidavit as Exhibit "Z" is a copy of the Caveat registered in support of the Equitable Mortgage.
37. On or about January 11, 2016, BMO registered at the Alberta Personal Property Registry the security interest in all of Gill's present and after-acquired personal property by registration number 16011114806 and the security interest in all of Gill's present and after-acquired real property by registration number 21081911243. Attached to my Affidavit as Exhibit "AA" is a copy of the Alberta Personal Property Registry search for Gill's.

THE ONE EARTH SECURITY

38. By an Alberta Personal Property Security Act Security Agreement dated April 27, 2018, to secure all indebtedness of One Earth to BMO, One Earth granted to BMO a security interest in all present and after-acquired personal property and real property of One Earth, and all proceeds thereof (the "**One Earth GSA**"). The One Earth GSA secures all of the One Earth Direct Indebtedness. Attached to my Affidavit as Exhibit "BB" is a true copy of the One Earth GSA.
39. On or about April 20, 2018, BMO registered at the Alberta Personal Property Registry the security interest in all of One Earth's present and after-acquired personal property by registration number 18042035839 and the security interest in all of One Earth's present and after-acquired real property by registration number 21081911269. Attached to my Affidavit as Exhibit "CC" is a copy of the Alberta Personal Property Registry search for One Earth.

THE 2012 SECURITY

40. Pursuant to the First 2012 Guarantee and Second 2012 Guarantee, 2012 granted to BMO an assignment and postponement in favour of BMO of all indebtedness of Gill's to 2012, securing all of the 2012 Indirect Indebtedness. On or about August 19, 2021, BMO registered at the Alberta Personal Property Registry the security interest in all indebtedness of Gill's to 2012 by registration number 21081911303. Attached to my Affidavit as Exhibit "DD" is a copy of the Alberta Personal Property Registry search for 2012.

THE GILLARD SECURITY

41. Pursuant to the First Gillard Guarantee, Second Gillard Guarantee, and Third Gillard Guarantee, Gillard granted to BMO an assignment and postponement in favour of BMO of all indebtedness of Gill's to Gillard, securing all of the Gillard Indirect Indebtedness. Pursuant to the Fourth Gillard Guarantee and Fifth Gillard Guarantee, Gillard granted to BMO an assignment and postponement in favour of BMO of all indebtedness of One Earth to Gillard, securing all of the Gillard Indirect Indebtedness. On or about August 19, 2021, BMO registered at the Alberta Personal Property Registry the security interest in all indebtedness of Gill's to Gillard by registration number 21081911162 and the security interest in all indebtedness of One Earth to Gillard by registration number 21081911183. Attached to my Affidavit as Exhibit "EE" is a copy of the Alberta Personal Property Registry search for Gillard.

DEMANDS AND DEFAULTS

42. Gill's is in default of its obligations pursuant to the Gill's Credit Agreements and is in default of the Mortgage, Equitable Mortgage, and Gill's GSA. All sums secured by the Mortgage, Equitable Mortgage, and Gill's GSA are due and owing.
43. On or about March 31, 2022, BMO demanded payment of the Gill's Direct Indebtedness and Gill's Indirect Indebtedness from Gill's, but Gill's has failed or neglected and continues to fail or neglect to pay the Gill's Direct Indebtedness and Gill's Indirect Indebtedness to BMO. Concurrent with the issuance of the demand for payment, BMO did serve on Gill's a Notice of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 ("**BIA**"). Collectively attached to my Affidavit as Exhibit "FF" are true copies of the demand and Notice of Intention to Enforce Security sent to Gill's.


44. One Earth is in default of its obligations pursuant to the One Earth Credit Agreements and is in default of the One Earth GSA. All sums secured by the One Earth GSA are due and owing.
45. On or about March 31, 2022, BMO demanded payment of the One Earth Direct Indebtedness, but One Earth has failed or neglected and continues to fail or neglect to pay the One Earth Direct Indebtedness to BMO. Concurrent with the issuance of the demand for payment, BMO did serve on One Earth a Notice of Intention to Enforce Security pursuant to section 244 of the *BIA*. Collectively attached to my Affidavit as Exhibit "GG" are true copies of the demand and Notice of Intention to Enforce Security sent to One Earth.
46. On or about March 31, 2022, BMO demanded payment of the Gillard Direct Indebtedness and Gillard Indirect Indebtedness from Gillard, but Gillard has failed or neglected and continues to fail or neglect to pay the Gillard Direct Indebtedness and Gillard Indirect Indebtedness to BMO. Concurrent with the issuance of the demand for payment, BMO did serve on Gillard a Notice of Intention to Enforce Security pursuant to section 244 of the *BIA*. Collectively attached to my Affidavit as Exhibit "HH" are true copies of the demand and Notice of Intention to Enforce Security sent to Gillard.
47. On or about March 31, 2022, BMO demanded payment of the 2012 Indirect Indebtedness from 2012, but 2012 has failed or neglected and continues to fail or neglect to pay the 2012 Indirect Indebtedness to BMO. Concurrent with the issuance of the demand for payment, BMO did serve on 2012 a Notice of Intention to Enforce Security pursuant to section 244 of the *BIA*. Collectively attached to my Affidavit as Exhibit "II" are true copies of the demand and Notice of Intention to Enforce Security sent to 2012.

CONCERNS

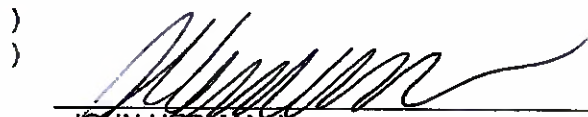
48. BMO has lost confidence in the ability of management of Gill's, One Earth, and 2012 to continue to operate their respective businesses or to promptly obtain refinancing to repay their respective indebtedness. I also believe that Gillard has or is intending to relocate to British Columbia and I believe it is unlikely Gillard will return to Alberta or carry on with the day-to-day operations of Gill's, One Earth, and 2012.
49. Gill's and 2012 owe to BMO a significant amount exceeding \$415,305.55 and I am of the view that Gill's and 2012 are not capable of repaying this indebtedness to BMO in the near future or at all.
50. I am of the view that Gill's, One Earth, and 2012 are not capable of obtaining refinancing whatsoever, or of selling sufficient assets in the near future sufficient to pay their respective indebtedness in full.
51. The Lands consist of a two storey warehouse location and an improved storage location in the Hamlet of Kinsella in Beaver County. I (and BMO through extension) have concerns of the marketability of the properties due to location and low population.
52. I am advised by Lyle Stewart of Stewart Belland & Assoc., and verily believe, that the buildings on the Lands are vacant and abandoned. I (and BMO through extension) have concerns regarding the preservation of the buildings on the Lands due to lack of maintenance of electrical, water, and heating services entering the winter.

53. I am advised by Lyle Stewart of Stewart Belland & Assoc., and verily believe, that Beaver County may have an interest in purchasing part of the Lands, and I verily believe that a Court-appointed Receiver would be able to provide the necessary attention and financial information to pursue this opportunity.
54. Each of the Mortgage, Gill's GSA, and One Earth GSA allow and provide for the appointment of a Receiver by BMO. I am of the view that it would be just and convenient to additionally appoint a Receiver of 2012 as a related entity of Gill's.
55. The time periods applicable to the demands and notices served on the Defendants have expired and the Defendants have not satisfied the demands. Significant time has passed since the demands and notices expired.
56. BMO's patience has now been exhausted, and as a result of all of the facts herein deposed to, I (and BMO through extension) am very concerned about the erosion of BMO's security and the preservation of the collateral subject to BMO's security interests.
57. I am respectfully of the view that it is just and convenient to appoint a Receiver in light of the above circumstances and that such an appointment is necessary for the protection of the estate of Gill's, One Earth, and 2012, and for the protection of BMO's interests.
58. BMO has directed its counsel, Dean A. Hitesman with Dentons Canada LLP, to speak with Kristin Gray of The Bowra Group, Inc. ("**Bowra**") regarding that firm acting as a Receiver or Interim Receiver of the undertakings, assets, and properties of Gill's, One Earth, and 2012. I am advised by Mr. Hitesman and do verily believe that Kristin Gray has confirmed that Bowra is prepared to consent to act as Receiver or Interim Receiver in this matter. BMO supports the appointment of Bowra as the Receiver or Interim Receiver of the undertakings and property of Gill's, One Earth, and 2012.
59. I make this Affidavit *bona fide* in support of an application for the appointment of a Receiver over the undertakings, assets, and properties of Gill's, One Earth, and 2012.

SWORN BEFORE ME at the City of Edmonton, in)
 the Province of Alberta, this 14th day of November,)
 2022.)
)
)



 Commissioner for Oaths in and for the Province of
 Alberta



 JOHN HERMANN

NICHOLAS C. WILLIAMS
 BARRISTER AND SOLICITOR

This is Exhibit "A" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

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

Date of Search: 2022/11/09
Time of Search: 01:42 PM
Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
Service Request Number: 38611773
Customer Reference Number:

Corporate Access Number: 2022358564

Business Number:

Legal Entity Name: GILL'S VACUUM SERVICE LTD.

Legal Entity Status: Active

Alberta Corporation Type: Named Alberta Corporation

Method of Registration: Amalgamation

Registration Date: 2019/12/31 YYYY/MM/DD

Registered Office:

Street: 2900, 10180-101 STREET
City: EDMONTON
Province: ALBERTA
Postal Code: T5J3V5

Records Address:

Street: 2900, 10180-101 STREET
City: EDMONTON
Province: ALBERTA
Postal Code: T5J3V5

Email Address: CORPORATEAR@BRYANCO.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
BLASIUS	KENNETH	B.	BRYAN & COMPANY LLP	2900, 10180 - 101 STREET	EDMONTON	ALBERTA	T5J3V5	CORPORATEAR@BRYANCO.COM

Directors:

Last Name: GILLARD
First Name: NEIL
Street/Box Number: 14032 - 23 AVENUE
City: EDMONTON
Province: ALBERTA
Postal Code: T6R3L6

Voting Shareholders:

Legal Entity Name: 2012613 ALBERTA LTD.
Corporate Access Number: 2020126138
Street: 14032 - 23 AVENUE
City: EDMONTON
Province: ALBERTA
Postal Code: T6R3L6
Percent Of Voting Shares: 100

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

Share Structure: SEE SCHEDULE ATTACHED
Share Transfers Restrictions: NO SHARES SHALL BE TRANSFERRED WITHOUT THE PRIOR APPROVAL OF A MAJORITY OF THE DIRECTORS OF THE CORPORATION
Min Number Of Directors: 1
Max Number Of Directors: 20
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE SCHEDULE ATTACHED

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
NRG CONSTRUCTION GROUP "A DIVISION OF GILLS VACUUM SERVICE"	TN22541973

Other Information:**Amalgamation Predecessors:**

Corporate Access Number	Legal Entity Name
206932352	693235 ALBERTA LTD.
204049399	GILL'S VACUUM SERVICE LTD.

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2021	2022/09/08

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2019/12/31	Amalgamate Alberta Corporation

2022/09/08

Enter Annual Returns for Alberta and Extra-Provincial Corp.

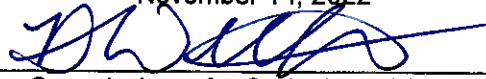
Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Statutory Declaration	10000307115002426	2019/12/31
Share Structure	ELECTRONIC	2019/12/31
Other Rules or Provisions	ELECTRONIC	2019/12/31

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



This is Exhibit "B" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

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

Date of Search: 2022/11/09
Time of Search: 01:43 PM
Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
Service Request Number: 38611781
Customer Reference Number:

Corporate Access Number: 2019669775
Business Number: 769699729
Legal Entity Name: ONE EARTH ENVIRONMENTAL SOLUTIONS INC.

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
BLUE MOUNTAIN BINS LTD.	2017/01/10

Legal Entity Status: Struck
Struck Off Date: 2022/10/02
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2016/04/29 YYYY/MM/DD

Registered Office:

Street: 1609 MALONE WAY NW
City: EDMONTON
Province: ALBERTA
Postal Code: T6R0H3

Records Address:

Street: 1609 MALONE WAY NW
City: EDMONTON
Province: ALBERTA
Postal Code: T6R0H3

Email Address: GILLSATV@TELUS.NET

Directors:

Last Name: GILLARD
First Name: NEIL
Street/Box Number: 1609 MALONE WAY NW
City: EDMONTON

Province: ALBERTA
Postal Code: T6R0H3

Voting Shareholders:

Last Name: GILLARD
First Name: NEIL
Street: 1609 MALONE WAY NW
City: EDMONTON
Province: ALBERTA
Postal Code: T6R0H3
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: UNLIMITED NUMBER OF ALL CLASSES OF SHARES. CLASS A COMMON VOTING, CLASS B COMMON VOTING, CLASS C COMMON VOTING, CLASS D PREFERRED VOTING, CLASS E PREFERRED NON-VOTING, CLASS F PREFERRED NON-VOTING.

Share Transfers Restrictions: NONE

Min Number Of Directors: 1

Max Number Of Directors: 10

Business Restricted To: NONE

Business Restricted From: NONE

Other Provisions: NONE

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)

2020|2020/03/24

Outstanding Returns:

Annual returns are outstanding for the 2022, 2021 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2016/04/29	Incorporate Alberta Corporation
2017/01/10	Name Change Alberta Corporation
2020/02/22	Update BN
2020/03/24	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2022/06/02	Status Changed to Start for Failure to File Annual Returns
2022/10/02	Status Changed to Struck for Failure to File Annual Returns

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



This is Exhibit "C" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

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

Date of Search: 2022/11/09
Time of Search: 01:43 PM
Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
Service Request Number: 38611784
Customer Reference Number:

Corporate Access Number: 2020126138
Business Number: 721633121
Legal Entity Name: 2012613 ALBERTA LTD.

Legal Entity Status: Active
Alberta Corporation Type: Numbered Alberta Corporation
Registration Date: 2016/12/22 YYYY/MM/DD

Registered Office:

Street: 2900, 10180 - 101 STREET
City: EDMONTON
Province: ALBERTA
Postal Code: T5J3V5

Records Address:

Street: 2900, 10180 - 101 STREET
City: EDMONTON
Province: ALBERTA
Postal Code: T5J3V5

Email Address: CORPORATEAR@BRYANCO.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
BLASIUS	KENNETH	B.	BRYAN & COMPANY LLP	2900, 10180 - 101 STREET	EDMONTON	ALBERTA	T5J3V5	CORPORATEAR@BRYANCO.COM

Directors:

Last Name: GILLARD
First Name: NEIL
Street/Box Number: 14032 - 23 AVENUE
City: EDMONTON
Province: ALBERTA
Postal Code: T6R3L6

Voting Shareholders:

Last Name: GILLARD
First Name: NEIL
Street: 14032 - 23 AVENUE
City: EDMONTON
Province: ALBERTA
Postal Code: T6R3L6
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE SCHEDULE "A"
Share Transfers Restrictions: NO SHARES SHALL BE TRANSFERRED WITHOUT THE PRIOR APPROVAL OF A MAJORITY OF THE DIRECTORS OF THE CORPORATION.
Min Number Of Directors: 1
Max Number Of Directors: 10
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE SCHEDULE "B"

Holding Shares In:

Legal Entity Name
693235 ALBERTA LTD.
GILL'S VACUUM SERVICE LTD.
GILL'S VACUUM SERVICE LTD.

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2021	2022/08/31

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2016/12/22	Incorporate Alberta Corporation
2019/12/30	Change Address
2020/02/22	Update BN
2022/08/31	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2016/12/22
Other Rules or Provisions	ELECTRONIC	2016/12/22

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



This is Exhibit "D" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

Date : June 19, 2015

Client /address: Neil Gillard
1609 Malone Way NW
Edmonton, AB
T6R0H3

Attention: Neil Gillard

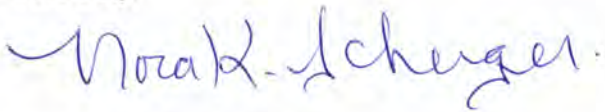
Commitment of Financing

Further to our recent discussion, I am pleased to provide our Commitment of Financing detailing the terms and conditions approved in response to your request.

Please review the enclosed letter and once you have determined that the terms and conditions as outlined are acceptable, please execute and return a copy of the Commitment of Financing in order for us to commence the preparation of documentation.

Should you have any questions and/or comments please do not hesitate to contact me in order to discuss in detail.

Yours truly,



Commercial Account Manager

Facility #1 Demand Loan Non-Revolver # 6998-405

Purpose : Pay out O/N Commercial Line of Credit

Repayment: Loan is repayable on demand. At the Bank's discretion we are accepting regular monthly payments of \$383.33 over 60 months.

Interest Rate: Bank of Montreal Prime Rate plus 6.25 percent per annum, floating, accrued from day to day, calculated and payable monthly in arrears based on a calendar year. Interest rate to be reduced to Prime plus 2.00 percent per annum.

Facility #2 Demand Loan Non-Revolver

Authorized: \$580,000.00

Purpose: To purchase 20% shares owned by Alan Rabby in Gill's Vacuum Service Ltd and 693235 Alberta Ltd. o/a Kinsella Plastics

Repayment: Loan is repayable on demand. At the Bank's discretion we are accepting regular monthly payments over 15 years. First payment \$3,222.62 then 179 payments of \$3,222.22.

Interest Rate: Bank of Montreal Prime rate plus 2.00 percent per annum floating, accrued from day to day, calculated and payable monthly in arrears based on a calendar year.

Prime Rate: "Prime Rate" means the floating annual rate of interest established from time to time by the Bank of Montreal as the reference rate it will use to determine rates of interest on Canadian dollar loans, to borrowers in Canada.

Security: Prior to any funds being advanced to the Borrower by the Bank, the following security documents will be executed, registered and delivered to the Bank in a form and content satisfactory to the Bank and its solicitors:

SECURITY NOW HELD BY THE BANK

- a) Form 808 Promissory Note \$23,000
- b) Commercial life insurance waiver by Neil Gillard.

SECURITY TO BE PROVIDED FOR NEW FUNDING:

- a) Promissory note
- b) Commercial life insurance acceptance/waiver by Neil Gillard
- c) Corporate Guarantee by Gill's Vacuum Service Ltd of payment of all present and future debts and liabilities, both direct and indirect, of the Borrower to the Bank, up to the sum of \$580,000.00. Enabling Resolution and Consent and Waiver of shareholders.
- d) Corporate Guarantee by 693235 Alberta Ltd o/a Kinsella Plastics of payment of all present and future debt and liabilities, both direct and indirect, of the Borrower to the Bank, up to the sum of \$580,000.00. Enabling Resolution and Consent and Waiver of shareholders.
- e) Readvanceable Collateral Mortgage security for \$580,000.00 giving the Bank of Montreal a 1st charge over land and building located at Kinsella, AB, legally described as Lot B, Plan 654NY and Lots 10, 11, 12, BLK 5, Plan 1562W and located at Swan Hills, AB legally described as Lot 22, BLK1, Plan 1225MC, plus assignment of fire insurance and other perils insurance with loss payable to the Bank of Montreal as 1st mortgagee.
- f) A favourable Letter of Opinion from the Bank's solicitor confirming the validity and enforceability of our security within 45 days from advance.

Conditions precedent to draw down:

- a) The security set out above executed, registered and delivered to the Bank in form and content satisfactory to the Bank and its solicitors.
- b) An appraisal is to be provided on land and buildings located at Kinsella, AB and Swan Hills, AB completed by an AACI qualified appraiser under the standard three appraisal formats, in a form satisfactory to the Bank, and confirming a minimum appraised value of \$770,000.00. A transmittal letter from the appraiser direct to the Bank is to be provided which expressly states that it is suitable for, and may be relied upon by the bank for, financing purposes.

General Conditions:

- a) There is no litigation and there are no legal proceedings pending or threatened against the Borrower before any court or agency which could materially affect the financial condition, assets or operations which are not disclosed in the Borrower's most recent financial statements.

- b) The Borrower shall not sell, assign, transfer or convey in any manner whatsoever its right, patents, trade secrets, licenses, registered trademarks or any intellectual or industrial property without the Bank of Montreal's prior written approval, consent to which shall be unreasonably withheld.

Events of default :

The whole of the principal sum outstanding and all interest accruing thereon shall immediately become due and payable and all security become enforceable without notice or demand upon the occurrence of any of the following events:

- a) Failure to pay the Bank any instalment of interest or principal on the date same is due.
- b) Failure of the Borrower to perform or observe each and every covenant, proviso, condition or obligation herein or in any further documents relating to the loan.
- c) If the Borrower sells or agrees to sell the property without the Bank's consent in writing.
- d) If the Borrower or any guarantor makes an assignment for the benefit of creditors or a proposal in bankruptcy, or if a bankruptcy petition is presented against it or any of the guarantors.
- e) If Borrower or any guarantor allows a creditor to enter judgement against it (or them) by reason of its (or theirs) inability to pay a debt.
- f) If Borrower breaches any undertaking or warranty made herein or should any representation be false.
- g) Any other event of default as may be considered advisable by the Bank's solicitor.

Representation and Warranties:

This commitment is conditional upon the representation and warranty of **Neil Gillard**.

- a) That the Borrower is in good standing with corporate taxes and levies paid up to date.
- b) That there are no actions, suits or proceedings pending, or to the knowledge of the Borrowers' officers, threatened against the Borrower or the guarantors such as might result in a material or adverse change in the Borrower's or the guarantor's condition.

Reporting Requirements:

Annually:

- a) Signed personal financial statement of Neil Gillard and most recent personal Income Return and Notice of Assessment.

Environmental: You will carry on your business, and maintain your assets and property, in accordance with all applicable environmental laws and regulations. The borrower to notify the bank if any release, deposit, discharge or disposal of pollutants of any sort damaging to the environment. The borrower will take the appropriate remedial action in the event of a violation of any environmental law. The borrower indemnifies the bank against any and all alleged liability arising out of any environmental damage on Borrower property.

Set Up Fee: An application/set up fee of \$1500.00 (a reduction of \$1,400.00 from our standard fee of ½% of amount requested or \$2,900.00) is payable upon the acceptance of this commitment letter and will be automatically debited from your Account.

Annual Review Fee: A fee of \$450.00 is payable on a yearly basis in conjunction with this review of account. (Subject to review and adjustment annually by the bank).

Late Reporting Fee: \$100 per occurrence for late delivery of any of the above required reports.

Legal Fees: The Borrower shall pay all legal fees and disbursements respecting the carrying out of this transaction and the guarantors agree that they will be specifically liable for such fees in the event that the Borrower does not pay them, and that the liability of the guarantors and the Borrower shall be joint and several in connection therewith. In the event that the transaction proceeds in accordance with this commitment, the Bank's solicitors will deduct said fees from the loan advance.

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

All accounting and other professional fees including all present and future legal fees required in handling the account.

Review: These credit facilities are subject to the Bank's right of periodic review, not less frequently than annually and are made available to the Borrower at the sole discretion of the Bank.

Next scheduled review date: October 31, 2016

Confidentiality: The terms of this Agreement are confidential between you and the Bank of Montreal. You therefore agree not to disclose the contents of this Agreement to anyone except your professional advisors.

In accepting this commitment you acknowledge that, if in the opinion of the Bank, a material adverse change in risk occurs, including without limiting the generality of the foregoing, any material adverse change in the financial condition of the Borrower, any obligation to advance some or all of the above facilities may be withdrawn or cancelled.

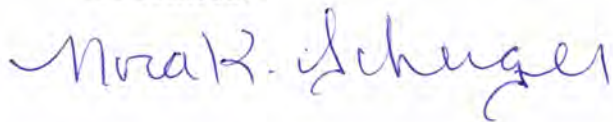
This commitment will lapse unless an accepted copy of same is received by the Bank not later **than July 31, 2015.**

On this understanding, we request your acceptance by **signing and returning the enclosed copy of the letter by July 31, 2015.** At that point accounts will be opened and security documentation will be prepared. If we do not receive a signed copy by July 31, 2015, then this offer will expire.

We wish to thank you for approaching the Bank of Montreal for your borrowing requirements and we look forward to our ongoing mutually beneficial banking relationship.

Yours truly,

Bank of Montreal



Nora K. Scherger
Commercial Account Manager

Acknowledgement:

By: Neil Gillard
Neil Gillard

Guarantors:

Gill's Vacuum Service Ltd.

By: Neil Gillard
Neil Gillard
President

693235 Alberta Ltd o/a Kinsella Plastics

By: Neil Gillard
Neil Gillard
President

02/Dec/2016

Neil Gillard
1609 Malone Way NW
Edmonton, AB
T6R0H3

BMO Bank of Montreal
422-10 St
Wainwright, AB
T9W1P5

cc Gill's Vacuum Service Ltd
cc 693235 Alberta Ltd

Dear Neil Gillard,

BMO Bank of Montreal ("BMO") has a strong reputation for supporting Canadian businesses through good times and challenging times. You can always depend on us to recommend the banking services your business needs so you can succeed and grow.

On a regular basis, BMO reviews commercial loan pricing taking into consideration overall market conditions and the competitive environment. We also assess your pricing based on the risk associated with your credit facilities as appropriate. As discussed in our meeting of 21/Nov/2016, the rate on your commercial loan will change.

I refer to the loan agreements described in Schedule A, together with any other related loan agreements, between Neil Gillard and BMO (as amended, substituted, supplemented, restated or replaced, together the "Loan Documents").

Further to our discussions and subject to your acceptance, I confirm that notwithstanding any provisions of the Loan Documentation or any other agreement between BMO and Neil Gillard the interest rate on each loan as set out in the Loan Documentation was revised and the new interest rate appears in Schedule A for each loan. Any payment amount(s) set out in the Loan Documentation will be adjusted, at BMO's discretion, to reflect the new interest rates in Schedule A.

BMO continues to rely on the loan security provided by you pursuant to or in connection with the Loan Documentation and by your acceptance below, you agree and confirm that all present and future obligations under the Loan Documentation will continue to be secured by the security documents and all other terms and conditions of the Loan Documentation remain in full force and effect, unamended.

Please acknowledge your acceptance of and agreement with the amendment to the Loan Documentation by signing the duplicate copy of this letter, where indicated below, and return it to me.

I thank you for giving us the privilege of continuing to serve your business needs.

Please have the guarantor(s) sign the duplicate copy of this letter, as signed by you, where indicated below and return it to the undersigned Bank representative.

Yours truly,
Bank of Montreal

Nora K. Scherger

Nora Scherger
Commercial Account Manager

Acknowledged, accepted and agreed to (for good and valuable consideration, the receipt and sufficiency of which are confirmed) as of this 02/Dec/2016.

Neil Gillard

Name (borrower): Neil Gillard

Witnessed by:


Name: Nora K. Scherger

Guarantor's Acknowledgment and Agreement

By signing below where indicated and returning it to the Bank representative as noted on the attached letter, the undersigned guarantor, or each of the undersigned guarantors, if more than one, acknowledges acceptance of the amendment to the Loan Documentation set out in the letter attached and agrees, acknowledges and confirms to and in favor of the Bank that each of the guarantee(s) described in Schedule B hereto provided by the undersigned to the Bank in respect of the indebtedness and obligations of Neil Gillard to the Bank (each a "Guarantee") continues in full force and effect unamended and that the Bank continues to rely on any security provided by the undersigned to the Bank pursuant to or in connection with any Guarantee.


Acknowledged and accepted as of this 02/Dec/2016

Gill's Vacuum Service Ltd

By: 
Name: Neil Gillard
Title:

By: _____
Name:
Title:

693235 Alberta Ltd

By: 
Name: Neil Gillard
Title:

Schedule A: Loan Documentation

1. (i) Agreement: [Promissory Note between Bank of Montreal and Neil Gillard dated 07/Mar/2014
- (ii) Type of Loan: Demand Loan Non-Revolving
- (iii) Loan Account # 6998-405
- (iv) New Interest Rate: P+3.50%
- (v) Effective Date: 31/Dec/2016
2. (i) Agreement: Promissory Note between Bank of Montreal and Neil Gillard dated 26/Jul/2016
- (ii) Type of Loan: Demand Loan Non-Revolving
- (iii) Loan Account # [Loan Account #] 6997-242
- (iv) New Interest Rate: P+3.50%
- (v) Effective Date: 31/Dec/2016

Schedule B: Guarantees

1. Guarantee dated 26/Jul/2016 made by Gill's Vacuum Service Ltd in favour of Bank of Montreal, made in respect of loan agreement number 2 described in Schedule A.
2. Guarantee dated 26/Jul/2016 made by 693235 Alberta Ltd in favour of Bank of Montreal, made in respect of loan agreement number 2 described in Schedule A.

Date JULY 26, 2016 *NS*

\$580,000.00

C0014 ED MONTON MAIN OFFICE ALTA 10199 - 101 ST NW, PO BOX 220
EDMONTON, AB T5J3Y4
Branch

On demand I promise to pay to the order of Bank of Montreal the sum of Five hundred eighty thousand 00/100 Dollars and to pay interest Monthly at a rate of 2.00 per cent per annum above the Bank of Montreal's prime interest rate per annum in effect from time to time, up to and after maturity, compounded monthly from the due date of such interest until actual payment at the above mentioned branch of the Bank of Montreal. At the date of this note such prime interest rate per annum is ~~2.85~~ *2.70* per cent. Value received.

FOR INTERNAL BANK USE ONLY

Credit Deposit Account No.	Loan Account No.	Initials
<i>(2601) 3053-350</i>	<i>2601-6997242</i>	<i>NG</i>


NEIL GILLARD

2601 - Wainwright
Address of Branch

In this Agreement, the word "Customer" means the customer (being either a sole proprietorship, partnership or corporation) that entered into this Agreement by signing below as Customer. The word "Principal" means each of the undersigned individual(s), (being either a sole proprietor, partner or shareholder of the Customer) that entered into this Agreement. The words "the Bank" mean Bank of Montreal.

In return for the Bank establishing a Small Business Line of Credit and opening a Small Business Line of Credit Account (the "CLOC Account") for the Customer at the branch named above and extending any credit under this Agreement, the Customer and each Principal agree to the following:

- The maximum amount available under the Small Business Line of Credit is \$ 50,000.00 Canadian dollars (the "CLOC Limit").
- The Customer may borrow for business purposes only against the Small Business Line of Credit with cheques (the "CLOC Cheques") supplied by the Bank for the purpose, by signing a Small Business Line of Credit cash advance slip (the "CLOC Advance Slip") at any branch of the Bank in Canada, through any automated banking machine accessible for this purpose ("ABM Access"), or by any way the Bank may permit from time to time including, if applicable in accordance with Section 15, by way of a Small Business Line of Credit MasterCard card (a "CLOC MasterCard card") issued by the Bank on the CLOC Account ("MasterCard Access"). The Bank may charge to the CLOC Account any amount borrowed under this Agreement and interest as provided in this Agreement. The Bank may refuse to pay or honour any amount borrowed under this Agreement or may refuse to permit any amount to be borrowed under this Agreement if the outstanding debit balance of the CLOC Account exceeds, or would exceed, after payment of any amount borrowed under this Agreement, the CLOC Limit. CLOC Cheques and CLOC Advance Slips will be charged to the CLOC Account on the date presented to the Bank for payment. The Bank may charge the CLOC Account for any service charges in connection with the CLOC Account and the Customer will pay any such service charges.
- The Customer will pay to the Bank on demand at the branch of account all amounts charged to the CLOC Account and accrued interest. Until demand has been made, the Customer will pay, within 21 days from the date of every monthly statement of the CLOC Account, all amounts charged to the CLOC Account plus accrued interest shown on the monthly statement in full or the Customer will pay within such 21 day period, a monthly instalment payment in an amount at least equal to:
 - Check the greater of 3% of the balance shown on the monthly statement including interest or \$50.00
 - One the interest charges shown on the monthly statement,

or such other required minimum monthly instalment of which the Customer is notified from time to time. The Bank is authorized to debit all such amounts by automatic debit to account number 3053-350 transit 2601.

- The statement date will be the statement date appearing on the first monthly CLOC Account statement and the same date in each subsequent month. If a transaction has occurred during the preceding month or if there is an outstanding debit balance in the CLOC Account, the Bank will issue a monthly statement.
- The Customer will pay interest charges on all amounts charged to the CLOC Account, up to the CLOC Limit, calculated on a daily basis from the date each amount is charged to the CLOC Account until the date of payment, at a variable rate of interest equal to the Bank's CLOC lending rate (the CLOC Rate) as that rate is determined by the Bank from time to time +1.75 % per year, calculated monthly, not in advance, both before and after demand, and judgment. The CLOC Rate is subject to change, from time to time, without notice. As of the date of this Agreement, the rate of interest chargeable on all amounts charged to the CLOC Account, up to the CLOC Limit, is 7.75 % per year calculated as specified above.

If the outstanding debit balance of the CLOC Account exceeds at any time the CLOC Limit then the Customer will pay interest at the Overdraft Rate on the amount of any daily closing balance of the CLOC Account in excess of the CLOC Limit including both before and after demand and judgment. "Overdraft Rate" is a variable per annum rate of interest established from time to time by the Bank as the interest rate it will use to calculate the interest payable on overdrawn Canadian dollar CLOC Accounts in Canada. Nothing herein obliges the Bank to permit the outstanding debt balance of the CLOC Account to exceed at any time the CLOC limit or limits the Bank's right to demand payment at any time.

- If the Customer fails to make any payment in accordance with this Agreement, or if either the Customer or the Principal has given false information in the Application, fails to do anything required under this Agreement, becomes subject to or takes advantage of any law relating to bankruptcy or insolvency or for the relief of debtors, or upon attachment, execution or levy against either the Customer or the Principal or their respective property, or if the outstanding debit balance in the CLOC Account exceeds the CLOC Limit, then the Bank shall have no further obligation to pay any CLOC Cheques or CLOC Advance Slips or honour any amounts borrowed under this Agreement and at the option of the Bank, any outstanding debit balance in the CLOC Account shall, without limiting any other of the Bank's rights, become immediately due and payable without notice or demand.
- The amount available under the Small Business Line of Credit is determined at any time by deducting from the CLOC Limit, the outstanding debit balance of the CLOC Account. Every monthly statement of the CLOC Account sent by the Bank to the Customer will show the amount remaining available under the Small Business Line of Credit on the statement date.
- The Customer and each Principal will ensure that the Bank is immediately notified of any errors appearing on any monthly statement of the CLOC Account, and of any loss or unauthorized use of the CLOC Cheques or CLOC Advance Slips, or of any unauthorized ABM Access or, if applicable, of any loss or unauthorized use of a CLOC MasterCard card or any unauthorized MasterCard Access. After 30 days from the statement date, each monthly statement of the CLOC Account will be conclusively deemed to have been accepted by the Customer and each Principal as correct, except as to errors of which the Bank has been notified in writing within 30 days from the statement date.
- The Customer and each Principal shall be responsible for establishing and monitoring internal procedures for the use of the CLOC Cheques and CLOC Advance Slips to detect and prevent thefts or losses due to fraud or forgery. The Customer and each Principal shall immediately notify the Bank of any losses, theft or unauthorized use of CLOC cheques or CLOC Advance Slips. Notwithstanding section 8 above, the Customer and each Principal further agrees that the Bank shall have no responsibility or liability whatsoever for any loss due to a forged or unauthorized signature unless (a) the forged or unauthorized signature was made by a person who was at no time an agent, employee, or Principal of the Customer and (b) the Customer and each Principal complied with this section 9.
- The Customer and each Principal will supply such further information as the Bank may require from time to time to make current the information set out in the Small Business Line of Credit Application (the "Application"). Representations made by the Customer or a Principal in the Application constitute a part of this Agreement.
- The Bank may terminate the Small Business Line of Credit and CLOC Account, at any time, and/or may demand payment of all amounts charged to the CLOC Account and accrued interest by notice sent as provided in Section 13 of this Agreement. The Customer may terminate the Small Business Line of Credit at any time by giving written notice to the Bank. No termination will relieve the Customer or any Principal of any obligation to the Bank under this Agreement until the outstanding debit balance of the CLOC Account and accrued interest have been paid in full.
- The Customer and each Principal will ensure that unused CLOC Cheques are surrendered to the Bank immediately on request.
- Any monthly statement of the CLOC Account and any notice under this Agreement by the Bank to the Customer or a Principal will be deemed to have been delivered to or received by the Customer or a Principal if sent by the Bank by ordinary mail to the last known address of the Customer contained in the records of the Bank. The Customer will advise the Bank promptly if the Customer has not received the monthly statement within ten days of the date on which the Customer normally receives it. The Customer will promptly notify the Bank in writing of any change of the Customer's address.
- If the Customer requests ABM Access to the CLOC Account, the Customer and each Principal agrees that the Bank's rules and agreements governing ABM Access will apply to all transactions made under this Agreement, except as modified by this Agreement or any amendments to this Agreement.
- If the Customer requests and the Bank issues one or more CLOC MasterCard cards which access the Small Business Line of Credit, the Customer and each Principal understand that the provisions of this Agreement relating to MasterCard Access will then be applicable and this Agreement will be supplemented by the Small Business Line of Credit MasterCard Cardholder Agreement as such agreement may be amended, replaced or supplemented from time to time (the "Cardholder Agreement") which the Customer will receive in conjunction with the CLOC MasterCard card. References to this Agreement will mean this Agreement as supplemented by the Cardholder Agreement. The Customer and each Principal acknowledge that credit obtained through use of the CLOC MasterCard card and other amounts which may under the Cardholder Agreement be charged to the CLOC Account will be a borrowing under the Small Business Line of Credit.
- The failure of any party to require performance by the other of any provision of this Agreement shall in no way affect the right thereafter to enforce such provision; nor will the waiver by any party of any breach of any covenant, condition or proviso of this Agreement or any other agreement between the Bank and the other parties be taken or be held to be a waiver of any further breach of the same covenant, condition or proviso.
- The Bank is authorized to rely on instructions on behalf of the Customer under this Agreement, including without limitation, any borrowing under the Small Business Line of Credit by any means permitted under this Agreement, given by any person(s) designated as a duly constituted attorney in the case of a sole proprietorship, or signing officer(s) in the case of a partnership, or an authorized signing officer(s) in the case of a corporation, in accordance with the Bank's operating account authorities and the Customer will execute the Bank's standard form of operation of account agreement for the purposes of this Agreement.
- THE CUSTOMER AND EACH PRINCIPAL AGREE THAT THEY ARE JOINTLY AND SEVERALLY LIABLE, AND UNDER QUEBEC LAW, SOLIDARILY LIABLE AS CO-DEBTORS FOR ALL AMOUNTS PAYABLE TO THE BANK UNDER THIS AGREEMENT AND OUTSTANDING IN CONNECTION WITH THE CLOC ACCOUNT INCLUDING ALL ACCRUED AND UNPAID INTEREST AND FEES (INCLUDING LEGAL FEES INCURRED IN THE ENFORCEMENT OF THIS AGREEMENT). THE CUSTOMER AND EACH PRINCIPAL ACKNOWLEDGE THAT THIS MEANS THAT THEY ARE LIABLE BOTH INDIVIDUALLY AND TOGETHER FOR ALL THESE AMOUNTS.**
- This Agreement may not be transferred or assigned by the Customer or any Principal voluntarily or involuntarily without the prior written consent of the Bank, which may be arbitrarily withheld.
- The Bank may amend or modify the provisions of this Agreement at any time by giving notice of such amendment or modification to the Customer by ordinary mail in accordance with Section 13.
- The following applies in the Province of Quebec: It is the express wish of the Parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous documents s'y rattachant soient rédigés et signés en anglais.

Dated July 2/2003, 19

NEIL GILLARD
Name of Customer (Please print)

Mozak K. Scherger
(Signature of Witness)

X Neil Gillard
(Authorized Signing Officers)

Mozak K. Scherger

Principal(s)
X Neil Gillard

This is Exhibit "E" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

To: Mr. Dean Hitesman
 Dentons Canada LLP
 Address Line 1
 Address Line 2
 City
 Postal Code email fax #

Client Name(s): Neil Gillard

Payout Statement Preparation Date: **November 7, 2022**

Payout calculation is for receipt of funds by BMO prior to close of business: **November 7, 2022**, the "Payout Date".
Future Date Payout, if provided, is an estimate of additional cost and charges for receipt of funds on date indicated

Payout Calculation is subject to change f 1) transactions in progress not yet posted, 2) changes in Prime Rate,
 3) per diem charges hereafter and 4) regularly scheduled transactions

This Payout Calculation is compiled for: information purposes only, or
 final payout quote not exceeding 15 days to Payout Date
 (check one)

	Account Number	Type of Loan Product	Principal Balance at Payout Quote Date (1)	Uncollected Accrued Interest at Last End of Month (EOM) (2)	Accrued Interest on Principal Balance from EOM to Payout Calculation Date (3)	Uncollected Accrued Interest prior to Payout Date (4)	Payout Penalty (5)	Total Other Charge (**)(6)	Total (7)=sum(1) to (6) inclusive	Per Diem (8)	Interest Rate Basis (9)	Interest Rate Spread (10)
1	2601-6997-242	DLNR	\$ 115,991.08	\$ 18,314.24	\$ 208.78	\$ 32.97			\$ 134,547.07	\$ 40.29	Prime +	5.0000%
2										\$ -		
3										\$ -		
4										\$ -		
5										\$ -		
6										\$ -		
7										\$ -		
Totals:			\$ 115,991.08 (A)	\$ 18,314.24 (B)	\$ 208.78 (C)	\$ 32.97 (D)	\$ - (E)	\$ - (F)	\$ 134,547.07 (G)	\$ 40.29 (H)		

PAYOUT AS AT: November 7, 2022

Principal Balance	\$ 115,991.08	(A)
Accrued Interest	\$ 18,555.99	(B)+(C)+(D)
Penalty	\$ -	(E)
Total Other Charge **	\$ -	(F)
TOTAL AS AT: November 7, 2022	\$ 134,547.07	(G)
Per Diem Rate	\$ 40.29	(H)

FUTURE DATE PAYOUT:(if applicable)

Principal Balance	\$ 115,991.08
Accrued Interest	\$ 18,555.99
Penalty	\$ -
Total Other Charge **	\$ -
TOTAL AS AT:	\$ 134,547.07
Per Diem Rate	\$ 40.29

Notes:

Prime Rate on Payout Calculation Date: 5.95%

** Other Charges Defined:

** Total Other Charge \$ -


This is Exhibit "F" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

Letter of Agreement

BMO  Bank of Montreal

17504 – 100 Avenue NW
Edmonton, AB T5S 2S2

April 19, 2018

ONE EARTH ENVIRONMENTAL SOLUTIONS INC.
1609 MALONE WAY NW,
EDMONTON, ALBERTA T6R 0H3

Attention: Neil Gillard

LETTER OF AGREEMENT

Bank of Montreal ("BMO") is pleased to advise that it has authorized the following credit Facilities for **ONE EARTH ENVIRONMENTAL SOLUTIONS INC.** (each, a "Facility" and collectively, the "Facilities") on the terms and conditions outlined in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement.

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

In this Letter of Agreement, certain capitalized terms are defined in Schedule A hereto. Please refer to Schedule A for the meaning of such terms.

Borrower(s): ONE EARTH ENVIRONMENTAL SOLUTIONS INC.
(the "Borrower")

Guarantor(s): NEIL R. GILLARD, 693235 ALBERTA LTD, GILL'S VACUUM SERVICE LTD.,
(the "Guarantor(s)")

Total Facility Limit: The total approved amount of all facilities shall not exceed \$170,000.00 at any time.

Facility # 1

Facility Authorization: \$150,000.00

Type of Loan: Operating Demand Loan

Purpose: Operating Financing

Interest Rate: Prime Rate plus 1.75%. Interest is calculated monthly in arrears, and payable monthly on the last day of each month. The Prime Rate in effect as of April 19, 2018 is 3.45%.

Repayments: Repayable on demand

Currency: CAD

Facility Fee: \$127.00 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees.

Other Costs: BMO is not obliged to permit the Advances under this Facility to exceed the Facility Authorization.

In the event the Advances under this Facility exceeds the Facility Authorization, the excess will bear interest at the Overdraft Rate, which is currently 21% per annum. BMO shall also be entitled to charge the Borrower a fee of 1% calculated on the amount of excess over the Facility Authorization or \$100, whichever is greater and a \$5 overdraft handling charge per item that creates or increases the excess.

Facility # 2

Facility Authorization: \$20,000.00

Type of Loan: Corporate MasterCard[℠]

Purpose: Operating Financing

Interest Rate: As determined by Corporate MasterCard Agreement.

Repayments: As determined by Corporate MasterCard Agreement.

Currency: CAD

Facility Fee: As determined by Corporate MasterCard Agreement.

Â® MasterCard is a registered trademark of MasterCard International Incorporated. Used under license.

Conditions Precedent to Advances:

BMO will not be required to make any advance to the Borrower unless and until each of the conditions set out below and in Schedule C has been completed to BMO's satisfaction

1. Receipt of satisfactory legal opinions relating to all matters considered relevant by BMO including, without limitation, the due authorization, execution, delivery and enforceability of the Loan and Security documentation by and against the Borrower and each Guarantor, if any.
2. Satisfactory review by BMO (or, at BMO's option and the Borrower's expense, an insurance consultant) of insurance policies issued to the Borrower and each Guarantor, if any, and compliance with any changes required to satisfy BMO's insurance requirements.
3. Receipt of all documents and legal opinions required by BMO with respect to the beneficial (true) owner of the Mortgaged Property and the charge of such interest delivered by such owner to BMO.
4. Receipt of satisfactory Environmental Review, Compliance Certificate and Indemnity for Mortgaged Property executed by the Borrower in favour of BMO.
5. Evidence of adequate liability insurance.

Covenants:

As long as any Advance remains outstanding under or in connection with this Letter of Agreement, or so long as this Letter of Agreement remains in effect, the Borrower and any Guarantor will perform and comply with the covenants set out in Schedule D.

Financial Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following financial covenants, based on financial statements of the Borrower or applicable Guarantor:

Security:

Each of the following documents, instruments, agreements and other assurances (collectively, the "Security") shall be delivered to BMO prior to any advance of funds, in form and substance acceptable to BMO and its solicitors, acting reasonably:

1. \$170,000.00 Corporate guarantee from Gill's Vacuum Service Ltd.
2. \$170,000.00 Personal guarantee from Neil R. Gillard
3. Registered first-ranking All Indebtedness Mortgage in the amount of \$580,000.00 registered over Lots 22 Block 1, Plan 1225MC: 5012 Rig St. Swan Hills, AB Plan 1562W Block 5, Lots 10-12: 124 Main St. Kinsella, AB (the "Mortgaged Property") with appropriate enabling resolutions and documentation currently held in name of 693235 Alberta Ltd.
4. \$170,000.00 Corporate guarantee from 693235 Alberta Ltd.
5. Registered first-ranking All indebtedness Mortgage in the amount of \$580,000.00 registered over Lot B. Plan 654NY (the "Mortgaged Property") with appropriate enabling resolutions and documentation currently held in the name of 693235 Alberta Ltd.
6. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the Borrower with a First ranking.

Any other documents, instruments or agreements as may be required by BMO, acting reasonably

Reporting Requirements:

Annual	To be obtained on an Annual Basis: Accountant Prepared Year End Financials for One Earth Environmental Solutions Inc. T2 Corporate Tax return & Corresponding Notice of Assesment for One Earth Environmental Solutions Inc. Current Accounts Recievable & Payable Listing Updated Personal Networth Statement (Bank to Provide Form) Accountant Prepared Year End Financials for Gill's Vacuum Service LTD T2 Corporate Tax return & Corresponding Notice of Assesment for Gill's Vacuum Services LTD Accountant Prepared Year End Financials for 693235 Alberta LTD T2 Corporate Tax return & Corresponding Notice of Assesment for 693235 Alberta LTD.
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A \$50 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the default condition.

Prompt notification of management letters, default notices, litigation, and any other material events

Satisfactory evidence that all taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date

Representations and Warranties:

The Borrower and each Guarantor, as applicable, makes the representations and warranties set out in Schedule E. All representations and warranties of the Borrower and any Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security, shall be true and correct on the date of this Letter of Agreement and on the date of any Advance under a Facility.

Events of Default:

Each of the events set out in Schedule F shall constitute an event of default in respect of this letter of agreement and each of the facilities. The inclusion of these events of default shall not in any way affect the right of BMO to make demand for payment at any time under any facility that is stated to be a demand facility.

Upon the occurrence of any Event of Default, in addition to any remedies available to BMO pursuant to the Security (i) BMO may accelerate the payment of principal and interest under, and cancel any undrawn portion of, any Facility, (ii) the ability of the Borrower to obtain further Advances under any Facility under this Letter of Agreement shall immediately terminate, (iii) BMO may, by written notice to the Borrower, declare the Advances outstanding under any Facility to be immediately due and payable, and (iv) BMO may review the pricing of any Facility. The rights of BMO on the occurrence of an Event of Default shall not limit any of its other rights under or in connection with this Letter of Agreement or any of the Facilities to terminate or demand payment of, or cancel or restrict the availability of any unutilized portion of, any demand or other discretionary Facility made available under this Letter of Agreement.

Other Fees:

A one-time fee ("Fee") of \$1,000.00 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Credit renewal fees will be payable as advised by BMO annually; at the date of this letter such fees are estimated to be \$350.00

All fees payable under this Letter of Agreement shall be paid on the dates due, in immediately available funds, to BMO. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

Banking Services:

The Borrower shall maintain its bank accounts, solely with BMO.

Commercial Loan Insurance Plan:

You understand that unless you submit an Application for Commercial Loan Insurance Plan ("Application"), and it has been approved by Canada Life as the insurer, you will not be covered under the Commercial Loan Insurance Plan for any facilities under this Letter of Agreement and would be ineligible to submit a claim should you undergo an insurable event.

Governing Law:

Province or Territory of Alberta and the federal laws of Canada applicable therein.

Schedules:

The following Schedules are attached to and form part of this letter of agreement:

- Schedule A – Definitions
- Schedule B – General Terms & Conditions
- Schedule C – Conditions Precedent to Advances
- Schedule D – Covenants
- Schedule E – Representations and Warranties
- Schedule F – Events of Default

In accepting this Letter of Agreement you acknowledge that if, in the opinion of BMO, a material adverse change in risk occurs including, without limitation, any material adverse change in the financial condition, business, property or prospects of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its obligations to BMO, any obligation to advance some or all of the above Facilities may be withdrawn or cancelled.

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than May 7, 2018. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall not be required to proceed with any of the Facilities.

Yours truly,
BANK OF MONTREAL

By: 
Name: Gil Boutin
Title: Relationship Manager

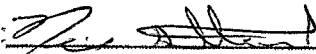
Accepted and agreed to this 7 day of May, 2018

BORROWER(S)

Accepted and agreed to this 7 day of May, 2018

BORROWER(S)

GILL'S VACUUM SERVICE LTD.
(Name of Entity)

Signature: 


Name: Neil Gillard

Title: owner

GUARANTOR(S)

2012613 ALBERTA LTD
(Name of Entity)

If signed by corporate guarantor:

Signature: 

Signature: _____

Name: Neil Gillard

Name: _____

Title: owner

Title: _____

NEIL R. GILLARD
(Name of Entity)

If signed by personal guarantor:

Witness: 

Signature: 

Name: GIL BOUTIN

Name: Neil Gillard

ONE EARTH ENVIRONMENTAL SOLUTIONS INC.
(Name of Entity)

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

Signature: 

Name: Neil Gillard

Title: owner

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

Witness: _____ Signature: _____


Name: _____ Name: _____

Title: _____

GUARANTOR(S)

NEIL R. GILLARD
(Name of Entity)

If signed by corporate guarantor:

Signature:  Signature: _____

Name: Neil Gillard Name: _____

Title: OWNER Title: _____

If signed by personal guarantor:

Witness:  Signature: _____

Name: GIL KOOTIN Name: _____

693235 ALBERTA LTD
(Name of Entity)

If signed by corporate guarantor:

Signature:  Signature: _____

Name: Neil Gillard Name: _____

Title: Owner Title: _____


If signed by personal guarantor:

Witness: _____ Signature: _____

Name: _____ Name: _____

GILL'S VACUUM SERVICE LTD.
(Name of Entity)

If signed by corporate guarantor:

Signature:  Signature: _____

Name: Neil Gillard Name: _____

Title: President Title: _____

If signed by personal guarantor:

Witness: _____ Signature: _____

Name: _____ Name: _____

SCHEDULE A – DEFINITIONS

- Advances:** Each borrowing by the Borrower and any reference to the amount of Advances shall mean the aggregate principal amount of all outstanding Advances
- Business Day:** Any day that is not a Saturday, Sunday or other day on which BMO is authorized or required by applicable law in the applicable Province or Territory to remain closed.
- Mortgaged Property:** Includes the real/immovable property described in this Letter of Agreement and in any Mortgages/Hypothec, all appurtenances thereto and all estates and interests therein, and includes all buildings, plant, machinery, crops, erections and improvements, fixed or otherwise, present or future, built, grown, placed or put thereon including all fences, heating equipment, plumbing equipment, antennae, radiators, mirrors, air-conditioning equipment, ventilating equipment, fire alarm and protective systems, lighting and lighting fixtures, hay racks, barn fixtures, milking machine equipment, water tanks, pumps and windmills, water bowls and pipes, feed boxes, litter carriers and tracks, mobile homes affixed to the real property, furnaces, boilers, oil burners, stokers, water heating equipment, cooking and refrigeration equipment, window blinds, floor coverings, storm windows, storm doors, window screens, door screens, shutters and awnings, all apparatus and equipment appurtenant thereto, and all other fixtures and accessions of any kind or nature.
- Overdraft Rate:** The annual rate of interest established from time to time by BMO as the interest rate it will use to calculate the interest payable on overdrawn accounts and designated by BMO as the "Overdraft Rate".
- Prime Rate:** On any day, the annual rate of interest established by BMO and in effect on such day as the reference rate used to determine the rate of interest charged on Canadian dollar loans to commercial customers in Canada, and designated by BMO as its "Prime Rate".
- US Base Rate:** On any day, the annual rate of interest established by BMO and in effect on such day as the reference rate used to determine the rate of interest charged on U.S. dollar loans to commercial customers in Canada, and designated by BMO as its "US Base Rate".

SCHEDULE B - GENERAL TERMS AND CONDITIONS

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

- Indemnification:** The Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all losses, claims, damages and liabilities arising from activities under or contemplated under this Letter of Agreement, any Facility or the Security other than those arising solely as a result of BMO's gross negligence or willful misconduct.
- Interest on Advances:** Interest on Advances, including those subject to the Prime Rate and subject to US Base Rate, shall be calculated on the basis of the actual number of days elapsed over a year of 365 or 366 days, as the case may be.
- Joint and Several:** Where more than one person is liable as Borrower or Guarantor for any obligation under or in connection with this Letter of Agreement, then the liability of each such person for such obligation is joint and several (solidary) with each other such person.
- Judgment Currency:** If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Letter of Agreement, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Letter of Agreement in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which BMO is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its principal office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by BMO of the amount due, the Borrower will, on the date of receipt by BMO, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by BMO on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by BMO is the amount then due under this Letter of Agreement in the Currency Due. If the amount of the Currency Due which BMO is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Letter of Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by BMO from time to time and shall continue in full force and effect notwithstanding any judgment or order in respect of an amount due under this Letter of Agreement or under any judgment or order.
- Language:** It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.
- Notice provision:** Any notice or other communication required or permitted to be given to a party under this Letter of Agreement shall be in writing and may be delivered personally or sent by mail to (i) the address for BMO provided on the first page of this Letter of Agreement, if sent to BMO, (ii) the address for the Borrower provided on the first page of this Letter of Agreement, if sent to the Borrower, and (iii) the address for a Guarantor contained in BMO's records, if sent to a Guarantor. A notice or other communication delivered personally shall be deemed received when delivered to the receiving party, if delivered on a Business Day, and on the next Business Day following otherwise, and a notice or other communication delivered by mail shall be deemed received on the fifth Business Day after sending.
- Repayment Recognition:** Any payments to be paid on a non-Business Day may, at BMO's discretion, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon.
- Review:** BMO retains the right to review the Facilities at any time and at least annually.

SCHEDULE C - CONDITIONS PRECEDENT TO ADVANCES

1. Evidence of corporate (or other) status and authority
2. Completion and registration (as applicable) of all Security (defined herein) and other supporting documents
3. Completion of all facility documentation and account agreements and authorities, as applicable
4. Compliance with all representations and warranties contained herein
5. Compliance with all covenants (financial and non financial) contained herein
6. No Event of Default (defined herein) shall have occurred and be continuing
7. Compliance with all laws (including environmental)
8. Payment of all fees and expenses
9. Receipt of all necessary material governmental, regulatory and other third party approvals including environmental approvals and certificates
10. Satisfactory due diligence (including, without limitation, anti-money laundering, proceeds of crime and "know your customer" requirements and procedures, environmental and insurance due diligence)
11. Repayment of all existing indebtedness (excluding permitted indebtedness), as applicable
12. Satisfactory review of material contracts, as applicable
13. Satisfactory review by BMO (or, at BMO's option and the Borrower's expense, an insurance consultant) of insurance policies issued to the Borrower(s) and/or the Guarantor(s) and compliance with any changes required to satisfy BMO's insurance requirements
14. Disclosure of all material contingent obligations
15. Confirmation that no shares of the Borrower held by the principal shareholders have been pledged as security for any financial or other indebtedness
16. Corporate taxes of the Borrower and corporate/personal taxes of the Guarantor(s) are to be confirmed current and up-to-date
17. Satisfactory evidence that all other taxes payable by the Borrower and Guarantor(s) (including, without limitation, GST, HST, sales tax, and withholdings) have been paid to date
18. No material judgments or material legal action initiated against the Borrower and/or any Guarantor(s)
19. Any other document or action which BMO may reasonably require

SCHEDULE D – COVENANTS

1. Payment of all indebtedness due in connection with this Letter of Agreement or any Facility
2. Maintenance of corporate existence and status, if applicable
3. Payment of all taxes when due (including, without limitation, corporate, GST, HST, sales tax and withholdings)
4. Compliance with all laws, regulations and applicable permits or approvals (including health, safety and employment standards, labour codes and environmental laws)
5. Compliance with all material agreements
6. Maintenance of property and assets in good working condition
7. Use of proceeds to be consistent with the approved purpose
8. Notices of death of Borrower or Guarantor, default, material litigation, and regulatory proceedings to be provided to BMO on a timely basis
9. Access by BMO to books and records; BMO to have right to inspect property to which its security applies
10. No assumption of additional indebtedness or guarantee obligations by Borrower without prior written consent of BMO
11. No liens or encumbrances on any assets except with the prior written consent of BMO
12. No change of control or ownership without the prior written consent of BMO
13. No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO
14. No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval
15. The Borrower will not, without the BMO's prior written consent, enter into any material lease or amend any material lease.
16. The Borrower will not, without the BMO's prior written consent, request or accept any prepayments of rent pursuant to any Lease except for the last month's rent

SCHEDULE E - REPRESENTATIONS AND WARRANTIES

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

SCHEDULE F - EVENTS OF DEFAULT

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

This Agreement dated MAY 1, 2018 is made between:

ONE EARTH ENVIRONMENTAL SOLUTIONS INC.
(the "Customer")

- and -

EACH BANK THAT IS A SIGNATORY TO THIS AGREEMENT

The parties acknowledge each of the following:

1. BMO provides commercial card services in Canada.
2. Harris provides commercial card services in the United States.
3. The Customer has requested a Canadian Program or a U.S. Program, or both, and each Bank that has executed this Agreement has agreed to provide the Program within their respective jurisdictions in accordance with the terms and conditions stated in this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties agree as follows:

1. Definitions and Interpretation

(a) Capitalized terms used in this Agreement are defined as follows:

"Affiliate" means an entity which is related to the Customer in one of the following ways: the entity is the parent of the Customer, the entity is a subsidiary of the Customer, the entity and the Customer are each subsidiaries of the same parent, or the entity is a joint venture owned in part by the Customer;

"Affiliate Account" means a sub-account of the Customer Account established by the Bank for use by a division or Affiliate of the Customer;

"Agreement" means this corporate card agreement (including all attached Schedules), as such agreement may be amended and restated from time to time;

"ATM" means automated teller machine;

"Bank" refers to the contracting parties to this Agreement other than the Customer and has the following meaning:

- (a) where there is only a Canadian Program as evidenced by the Program features selection in Schedule 1, "Bank" means BMO alone, and for the avoidance of doubt, Harris is not a party to this Agreement; or
- (b) where there is only a U.S. Program as evidenced by the Program features selection in Schedule 1, "Bank" means Harris alone, and for the avoidance of doubt, BMO is not a party to this Agreement; or
- (c) where there is both a Canadian Program and a U.S. Program as evidenced by the Program features selection in Schedule 1, "Bank" means both BMO and Harris.

"Billing Period" means the period beginning the day after the immediately preceding Monthly Billing Date and ending on the current Monthly Billing Date;

"BMO" means Bank of Montreal;

"Business Day" means, with respect to the Canadian Program, a day on which BMO is generally open for business in Ontario, Canada, and with respect to the U.S. Program, a day on which Harris is generally open for business in Illinois, USA, and in each case does not include Saturdays, Sundays or statutory holidays;

"Canadian Program" means the Program provided to a Customer or an Affiliate with a Canadian address;

"Card" means a commercial credit card issued by the Bank in connection with the Customer Account;

"Card Account" means a sub-account of the Customer Account which is established for each Card;

"Card Account Statement" means the monthly statement setting out the outstanding balance of a Card as of the stated Monthly Billing Date;

"Card Limit" means the credit limit established for a Card;

"Card Notice" has the meaning given to it in section 7(c);

"Cardholder" means an employee of, or a contractor providing services to, the Customer or Affiliate to whom a Card is issued;

"Cash Advance" means each of the following: (a) an advance of cash obtained through the use of a Card from the Bank or another financial institution accepting

the Card; and (b) any purchase of Quasi-Cash items;

“**Change**” has the meaning given to it in section 15(g)(ii);

“**Change Notice**” has the meaning given to it in section 15(g)(ii)(A);

“**Charges**” means all charges posted to the Customer Account including all Transactions, fees and service charges;

“**Customer Account**” means the commercial card account established by the Bank for the Customer;

“**Customer Account Statement**” means a monthly statement showing the outstanding balance of the Customer Account as of a Monthly Billing Date;

“**Customer Credit Limit**” means the Customer Account credit limit established by the Bank from time to time, and which as of the Effective Date is shown in Schedule 1;

“**Effective Date**” refers to the first day that the Agreement is in effect, as shown in Schedule 1;

“**Electronic Distribution**” means distribution through e-mail or posting on the Program Website;

“**First PDA**” has the meaning given to it in section 6(b).

“**Harris**” means BMO Harris Bank N.A.;

“**Insurance Certificates**” means documents evidencing Program-related insurance coverage including insurance certificates, policies of insurance, and summaries of assistance services (any two or more of which may be combined into a single document) including any notices of amendment to any of the foregoing documents;

“**Insurance Documents**” means collectively Insurance Certificates and Insurance Notices;

“**Insurance Notices**” means any document relating to the Insurance Certificates that the Bank may send to either or both of the Customer and the Cardholders including changes to insurance coverage, legal and regulatory information, or any insurance related offer;

“**Material Adverse Change**” means any change or event which constitutes a change in the business, operations, condition (financial or otherwise) or properties of a party which when taken as a whole would materially impair a party’s ability to timely and fully perform its obligations under this Agreement or the ability of a party to enforce its rights and remedies under this Agreement;

“**MCI**” means MasterCard International Inc., which is the entity that administers the MasterCard program internationally;

“**Monthly Billing Date**” means the approximate day in each month on which the Bank prepares the Statements;

“**N.A.**” not applicable;

“**Objection Notice**” has the meaning given to it in section 15(g)(ii)(B);

“**Objection Period**” has the meaning given to it in section 15(g)(ii)(B);

“**Onboarding Documentation**” means the documentation package delivered by the Bank to the Customer which includes the following: the documents to be completed by the Customer to set up the Customer Account, the terms and conditions of the applicable liability waiver program referred to in section 7(e), and the terms and conditions of any features of the Card;

“**Past Due Amount**” has the meaning given to it in section 6(a);

“**Payment Due Date**” means the day by which full payment of the amount set out in a Statement is due, which will be approximately the number of days after the Monthly Billing Date shown in Schedule 1;

“**PIN**” means a personal identification number;

“**Program**” means the commercial card services in Canada and the United States;

“**Program Administrator**” means an individual appointed by the Customer to act on behalf of the Customer in connection with the operation and administration of the Customer Account;

“**Program Submission**” means a submission by a Program Administrator to the Bank in connection with Routine Matters;

“**Program Website**” means the website established by the Bank through which the Customer may access Statements, reports and other Program-related services;

“**Purchase**” means the use of a Card to charge to the Customer Account the price of goods or services obtained from a Vendor;

“**Quasi-Cash**” means the following: money orders, gaming chips and other payment devices;

“**Routine Matters**” refers to all matters relating to the day-to-day operation and administration of the Program, including: (a) issuing and cancelling Cards; (b) adding

and removing Cardholders; (c) changing Cardholders' names, addresses, phone numbers, cost centres, departments and Card Limits; (d) changing the organizational or hierarchy set-up; (e) changing the Customer Credit Limit;

"Schedule" means a schedule to this Agreement;

"Second Statement" has the meaning given to it in section 6(b).

"Statements" means collectively the Card Account Statements and Customer Account Statements and a **"Statement"** refers to a Card Account Statement or Customer Account Statement;

"Statement Review Period" means sixty (60) days from the Monthly Billing Date;

"TBD" means to be determined;

"Transaction" means any use of a Card which results in a charge to the Customer Account including Purchases and Cash Advances, whether or not the Card was presented to a Vendor (such as in the case of an internet, mail or telephone order purchase) or the Cardholder's signature was obtained or by use of a PIN;

"U.S. Program" means the Program provided to a Customer or an Affiliate with a U.S. address; and

"Vendor" means a merchant or supplier.

- (b) References to "includes" mean "includes, without limitation" and references to "including" mean "including, without limitation".
- (c) Words in the singular include the plural and words in the plural include the singular.
- (d) The Schedules constitute an integral part of this Agreement.
- (e) The division of this Agreement into sections and subsections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

2. Program Features

- (a) The Bank has sole discretion over the management, operation, content and features of the Program and the Cards. Subject to the terms of this Agreement, the Bank may modify any aspect of the Program. In the event that the Program is modified, the Bank will:
 - (i) notify the Customer of any material pricing or Program feature changes or otherwise as required by law; and

- (ii) will not notify the Customer of any immaterial operational changes that would not adversely affect the Customer (including for example a change to an interactive voice response menu).
- (b) The features of the Program selected by the Customer, together with the Customer Credit Limit and notice provisions are shown in Schedule 1.
- (c) Billing information together with customer service and dispute settlement provisions are shown in Schedule 2.
- (d) Pricing and fees are shown in Schedule 3, and are subject to change by the Bank on thirty (30) days advance written notice to the Customer.
- (e) Terms and conditions pertaining to the Electronic Distribution of Insurance Documents are set out in Schedule 4.

3. Accounts and Cards

- (a) The Bank will establish a Customer Account and extend credit to the Customer by approving Transactions up to the Customer Credit Limit. The Customer Account must only be used for business purposes and not for personal, family or household purposes; provided however that any violation of this limited use commitment does not relieve the Customer of its obligations to pay the Bank for all Charges.
- (b) Through a Program Submission, the Customer may establish an Affiliate Account and allocate a portion of the Customer Credit Limit to that Affiliate Account.
- (c) The Bank will issue a Card to a Cardholder with a Card Limit pursuant to the terms of a Program Submission. The Card will bear the name of the Cardholder and the Customer's or Affiliate's name or identifier.
- (d) The Customer will use a Program Submission to direct the Bank to cancel a Card. The Customer will continue to be liable for all Charges to the Customer Account that occur through the use of any such Card before the Bank processes the Program Submission. The Bank will process the Program Submission in accordance with the service levels set out in section 2(a) of Schedule 2.
- (e) Cards are the property of the Bank and cannot be transferred.
- (f) If the credit extended by the Bank for the Program is unsecured, then the Bank may in its sole discretion change the Customer Credit Limit without prior notice from time to time.
- (g) The Bank may in its sole discretion do each of the following without prior notice from time to time in order to manage credit risk or to facilitate the smooth

operation of the Program for the Customer:

- (i) change the portion of the Customer Credit Limit allocated to an Affiliate Account;
 - (ii) change a Card Limit; and
 - (iii) issue renewal, replacement or temporary Cards.
- (h) The Bank may cancel or suspend the right to use a Card in each of the following instances:
- (i) if the Bank detects unusual or suspicious activity on the Card Account;
 - (ii) if the outstanding balance of the Card Account is not paid in full within two billing cycles; or
 - (iii) if required by law.

4. Charges, Cash Advances and Foreign Exchange

- (a) Subject to the terms of this Agreement, a Cardholder may use a Card for the purpose of completing Transactions. All Charges incurred on a Card will be recorded on the corresponding Card Account.
- (b) The Bank may allow Cardholders to obtain Cash Advances only if the Customer has selected a Cash Advance option in the Program features chart in Schedule 1 and the Program Administrator has authorized Cash Advances for that Cardholder. For the avoidance of doubt, Cash Advance features are not available for Non-Personalized Cards.
- (c) When a Card is used to make a Transaction in a foreign currency, MCI will convert the amount into the currency of the Card using a conversion rate in effect on the day MCI processes the Transaction. The MCI conversion rate is either a government-mandated rate or a wholesale market rate. The Bank will increase the converted amount by the foreign transaction fee set out in Schedule 3. The foreign currency conversion rate in effect on the processing date for a Transaction may differ from the rate in effect on the Transaction date.

5. Statements

- (a) The Bank will prepare Statements on each Monthly Billing Date and make them available to the Customer. Regardless of whether the Customer receives a Statement, the Customer will be liable for payment of the aggregate outstanding balance of the Customer Account every month.

- (b) The Customer will ensure that each Statement is examined upon receipt.
 - (i) If the Customer does not notify the Bank of an error or omission with regard to a Statement within the Statement Review Period, the Statement will be deemed conclusively to be correct.
 - (ii) If the Customer does notify the Bank of an error or omission with regard to a Statement within the Statement Review Period, the dispute settlement procedures in section 2(c) of Schedule 2 will be followed.

6. Payments and Late Fees

- (a) Each month, the Customer must pay in full the aggregate outstanding balance shown on each Customer Account Statement on or before the Payment Due Date and the failure to do so will be a default by the Customer. Full payment is required even if the Customer or Cardholder expects to receive a credit from a Vendor. In the event of a disputed Charge, the Customer is entitled to reduce the full payment by the amount credited pursuant to section 2(c)(ii) of Schedule 2. Any amount not paid by the Payment Due Date will be considered past due (the “**Past Due Amount**”).
- (b) Each time that the Customer does not pay in full on the Payment Due Date the amount due on a first Statement giving rise to a Past Due Amount (the “**First PDA**”), and any portion of the First PDA remains unpaid on the Monthly Billing Date of the next Statement (the “**Second Statement**”), then the following will occur until the Card Account in question is brought current so that there are no Past Due Amounts:
 - (i) The Customer will be assessed a late fee on the balance of the First PDA that is outstanding as of the Monthly Billing Date of the Second Statement.
 - (ii) Any portion of the amount billed in the Second Statement and any subsequent Statement that remains unpaid as of the corresponding Payment Due Date for that Statement will be assessed a late fee.
 - (iii) Any late fees shown in a Statement that are not paid in full on the corresponding Payment Due Date are added to Past Due Amount and will be subject to the late fee.
 - (iv) The late fees are set out in Schedule 3.
- (c) If the Bank receives a payment in an amount less than the outstanding balance of the Customer Account shown on a Customer Account Statement, the Customer may, at the time the partial payment is made, direct how that partial payment is applied. Absent instructions from the Customer at the time that the payment is

made, the Bank may apply the partial payment to the Card Accounts as the Bank chooses.

- (d) The Bank may accept payments that are marked with restrictive endorsements such as “payment in full” without losing any of its rights under this Agreement.

7. Customer Liability

- (a) The Customer will be liable to pay the Bank for all Charges to the Customer Account even if the aggregate of all outstanding Charges exceeds any Card Limit or the overall Customer Credit Limit and even if as between the Customer and a Cardholder any Charge resulted from improper use of a Card by the Cardholder.
- (b) The Customer will be liable for any pre-authorized payments charged to a Card Account, even after the Card Account is cancelled, unless the Customer provided a written cancellation request to the Vendor prior to being charged. If requested, the Customer will provide the Bank with a copy of the written cancellation request to the Vendor.
- (c) The Customer will: (i) promptly notify the Bank of any possible loss, theft, or unauthorized use of a Card (a “**Card Notice**”); (ii) where reasonably possible, destroy or return the Card in question; and (iii) cooperate with the Bank in its efforts to investigate the alleged unauthorized use.
- (d) The Customer will not be liable for any unauthorized use of a Card, except that the Customer will be liable for each of the following:
 - (i) the use of a Card by an individual who has been authorized by the Customer or Cardholder to use the Customer Account, even if that person is not a Cardholder or that person does not act in accordance with the Customer’s or Cardholder’s instructions or expectations;
 - (ii) any use authorized by the Customer or a Cardholder before the Bank receives a Card Notice; and
 - (iii) any Transaction completed with a PIN.
- (e) The Customer may take advantage of the BMO Corporate Card Liability Waiver Program (for a Canadian Program) or the MasterCoverage Liability Protection Program (for a U.S. Program) for certain wrongful Transactions. The Bank will include copies of the terms and conditions of the applicable liability waiver program with the Onboarding Documentation.
- (f) The Customer will pay all reasonable legal fees and disbursements that the Bank incurs in any legal action to recover money payable by the Customer to the Bank

pursuant to this Agreement.

8. Program Administrator

- (a) The Customer will from time to time provide the Bank with written notice specifying which individuals are to act as its Program Administrators. Those notices will be effective when the Bank receives them.
- (b) The Customer consents to the Electronic Distribution of Insurance Documents on the terms and conditions set out in Schedule 4.
- (c) The Bank may deal with any Program Administrator with regard to Routine Matters. The Bank may rely on any Program Submission received from a Program Administrator through the Program Website, telephone, or e-mail.
- (d) An existing Program Administrator may establish a user identification and password for new Program Administrators. Program Administrators may change their passwords at any time and will do so when required by the Bank.
- (e) The Customer will protect each user identification and password from fraudulent use and will immediately notify the Bank of any unauthorized disclosure of any user identification and password.
- (f) Program Administrators will provide the Bank with information that the Bank requires for the operation and administration of the Program.
- (g) The Bank will send each of the following to the Program Administrator, who will distribute the following to the appropriate individuals and provide responses to the Bank where required:
 - (i) all Cards, unless a Program Administrator directs the Bank to send a Card directly to a Cardholder;
 - (ii) correspondence pertaining to Routine Matters and Program-related information requests; and
 - (iii) notices regarding changes to the Program, including the matters referred to in section 3(f) and changes to Program-related features and correspondence to Cardholders, including Insurance Documents.

9. Program Website

The Bank may post the information referred to in section 8(g)(iii) to the Program Website. The Customer will provide each Cardholder with a copy of any posted information relating

to Cardholders or provide each Cardholder with direct access to the Program Website so that the Cardholder can review the information directly.

10. Customer Responsibilities

- (a) The Customer will be solely responsible for establishing and monitoring its own internal Program-related procedures or guidelines for Cardholders to ensure compliance with this Agreement. The Bank will not inquire or verify whether any use of a Card, or any Charge to the Customer Account, is in accordance with the Customer's procedures or guidelines.
- (b) The Customer will, and will require Cardholders to, abide by all written security instructions and directions provided by the Bank from time to time.
- (c) The Customer will provide the Bank with financial statements upon request.

11. Representations and Warranties

The Customer represents and warrants to the Bank that as of the date of this Agreement:

- (a) it and each of its Affiliates that participate in the Program are duly organized, validly existing and in good standing under the laws of all necessary jurisdictions;
- (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement;
- (c) that the execution of this Agreement has been duly authorized by all necessary action, and will create a valid and binding obligation of Customer; and
- (d) all documents provided by the Customer or its authorized officers or employees in connection with the signing of this Agreement including documents used to ascertain the existence of the Customer and the authority of the signers of this Agreement to bind the Customer are true and accurate as of the date that the Customer signs this Agreement.

12. Term and Termination

- (a) The Agreement commences on the Effective Date.
- (b) Either party may terminate this Agreement as follows:
 - (i) without cause, on ninety (90) days prior written notice to the other party;
 - (ii) immediately and without prior notice in the event of a Material Adverse Change, bankruptcy or insolvency of the other party;

- (iii) immediately and without prior notice if the other party fails to make any payment when due under this Agreement; and
- (iv) immediately and without further notice if a party is in default in the performance of any of its other obligations and such default continues for thirty (30) days following receipt of a written notice regarding such default from the other party.

The right to terminate is in addition to any other right the non-defaulting party may have in respect of the default.

- (c) Upon termination of this Agreement:
 - (i) the Bank will cancel all outstanding Cards and revoke all rights and benefits of the Customer and its Cardholders;
 - (ii) the Customer will have electronic access to the Card data through the Program Website for a period of 6 months following the termination date;
 - (iii) The Bank will cooperate with the Customer's commercially reasonable requests to assist with the orderly transfer of corporate card services to another financial institution. If the Customer requests the Bank's assistance and in order to provide the assistance requested, the Bank would incur costs over and above its day-to-day operating costs (such costs, "**Transfer Costs**"), the Bank will advise the Customer before the Transfer Costs are incurred. If the Customer still requires the assistance requested, the Customer will pay the Bank the Transfer Costs within 30 days of the date the Bank provides the Customer with an invoice for the Transfer Costs; and
 - (iv) the Customer will continue to be liable for, and pay, the aggregate of all Charges on the Customer Account whether or not then posted to the Customer Account (including Charges not yet incurred and accrued fees) and all such Charges will immediately be due and payable.

13. Disclaimers

- (a) The Bank always attempts to ensure that the Program will be operational, and to respect any available Card Limit or any available transaction limit per Card or per day or any other available limit requested by the Customer. However, due to the interconnectivity of the MasterCard, the Bank and Vendor systems and the inherent limitations and options of each system, the Bank cannot warrant that the Program will be uninterrupted or error-free or that any limits established by the Customer (such as Card Limits) will always be respected. In addition, reports prepared at the Customer's request are provided to the Customer without representation or warranty as to accuracy of the information provided. Therefore, the Customer

waives any and all claims that it may have against the Bank arising out of the use and performance of the Program, except for claims for damages referred to in section 13(d).

- (b) The Bank is not responsible for any defects in, or the poor quality of, any merchandise or services obtained by means of any Card. The Customer is responsible for settling any dispute between the Customer and a Vendor, including with respect to a Vendor's right to compensation, and any such dispute will not affect the Customer's obligation to pay all Charges to the Customer Account in full to the Bank in accordance with the terms of this Agreement.
- (c) Third parties may provide some of the Program benefits and enhancements including reward programs as well as services and insurance coverage provided under separate certificates and policies. The Bank is not responsible or liable for anything in connection with those third party benefits and enhancements.
- (d) The Bank is not liable for any claim made, or loss or damages suffered by, the Customer arising directly or indirectly from the Customer's use of the Program, except for damages which the Customer suffers as a result of the Bank's gross negligence or wilful misconduct related to the terms of the Agreement. In no event is the Bank liable for any special, indirect or consequential damages, including but not limited to, lost profits and lost revenues.

14. Confidential Information

- (a) The Customer acknowledges that the terms of this Agreement, including information relating to pricing, are confidential, will not be disclosed and will be distributed only to its employees and agents who have a need to know the information.
- (b) The Bank acknowledges that any financial and other non-public information that the Customer provides to the Bank about its business and its Cardholders is confidential to the Customer. The Bank will use prudent measures to maintain that information securely, will distribute the information only to its employees and agents who have a need to know it for the performance of their duties, and will use it only in connection with the services contemplated by this Agreement.

15. Miscellaneous

- (a) Governing Law: The governing law of this Agreement will be determined as follows:
 - (i) if there is only a Canadian Program, or there is a Canadian Program and U.S. Program and the head office of the Customer identified in Schedule 1 is located in Canada, then this Agreement will be interpreted in accordance with the laws of the Province or Territory where the Customer's head office

is located and the federal laws of Canada applicable therein. The parties must submit to the jurisdiction of the courts of the Province or Territory in which the Customer's head office is located; and

- (ii) if there is only a U.S. Program, or where there is a Canadian Program and U.S. Program and the head office of the Customer identified in Schedule 1 is located in the United States, then this Agreement will be interpreted in accordance with U.S. federal law and, to the extent state law must be applied, then the law of the State of Illinois. The Customer submits to the jurisdiction of the courts of the State of Illinois and the United States District Court for the Northern District of Illinois and agrees that any legal action or proceeding with respect to this Agreement may be commenced in such courts.

IN EITHER CASE THE PARTIES EACH IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING RELATED TO THIS AGREEMENT.

- (b) Assignment: The Customer may not transfer or assign this Agreement without the prior written consent of the Bank, which may be arbitrarily withheld. The amalgamation, merger or consolidation of the Customer will be deemed to be an assignment of this Agreement. If transferred or assigned without the Bank's prior written consent, this Agreement will be deemed to be terminated, unless the Bank agrees in writing otherwise.
- (c) Severability: If any provision of this Agreement is illegal, prohibited or unenforceable in any jurisdiction, in whole or in part, the remaining provisions of this Agreement remain valid and enforceable in that jurisdiction, and such determination does not render the Agreement invalid or unenforceable in any other jurisdiction.
- (d) Waiver: The failure or delay by either party in exercising any right or privilege with respect to the non-compliance with any provisions of this Agreement by the other party and any course of action on the part of either party, will not operate as a waiver of any rights of such party unless made in writing by such party. Any such waiver will be effective only in the specific instance and for the purpose for which it is given and will not constitute a waiver of any other rights and remedies of such party with respect to any other or future non-compliance of the other party.
- (e) Time of the Essence: Time will be of the essence of this Agreement.
- (f) Entire Agreement: This Agreement together with any Onboarding Documentation constitutes the entire agreement between the parties with respect to the subject matter and supersedes all previous corporate card agreements (without novation), negotiations, proposals, commitments, writings and understandings of any nature whatsoever, whether oral or written, pertaining to the subject matter herein, unless they have been expressly incorporated by additional reference in this Agreement.

- (g) Amendment:
- (i) Subject to section 15(g)(ii), this Agreement may be amended only by a written agreement signed by both parties.
 - (ii) If the Bank makes a change to the standard terms of the Program on a Program-wide basis (each such event, a "**Change**"), the following terms apply:
 - A. The Bank may change this Agreement at any time upon written notice to the Customer (a "**Change Notice**").
 - B. The Customer may, within thirty (30) days of the effective date of the Change (the "**Objection Period**") notify the Bank that it does not agree to the Changes set out in the Change Notice (the "**Objection Notice**").
 - C. An Objection Notice constitutes notice of termination of the Agreement on a without cause basis in accordance with section 12(b)(i).
 - D. In the event that the Agreement is terminated as a result of the Bank's receipt of an Objection Notice, the Customer must still pay all amounts owing to the Bank pursuant to the terms of the Agreement but without reference to the Changes to which the Customer objected.
 - E. If the Bank does not receive an Objection Notice from the Customer within the Objection Period, the Customer will be deemed to have agreed to the Change indicated in the Change Notice.
- (h) Survival: This section and the following sections will survive termination or expiration of this Agreement along with such definitions, interpretive provisions and such other terms and conditions in this Agreement as are necessary to give effect to the following sections: 3(e) (Card ownership), 4(c) (foreign exchange conversion), 6 (payments and late fees), 7 (Customer liability), 12(c) (effect of termination), 13 (disclaimers) and 14 (confidential information).
- (i) Counterparts: This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which taken together will constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic transmission will have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic

transmission will also deliver an original executed counterpart, but the failure to do so will not affect the validity, enforceability or binding effect of this Agreement.

- (j) Binding Effect: This Agreement will be binding upon and will enure to the benefit of the parties and their respective successors and permitted assigns; "successors" includes any corporation resulting from the amalgamation of any party with any other corporation.


- (k) Applicable only in the United States: IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: Federal law requires the Bank to obtain, verify and record information that identifies each person or business that opens an account, in order to help the government fight the funding of terrorism and money laundering activities. To process the application the Bank must have the Customer's and each Cardholder's name, street address, and other identifying information, and the Bank may ask for identifying documents from the Customer and each Cardholder as well.

- (l) Applicable only in the Province of Quebec: It is the express wish of the parties that this Agreement and any related documents be drawn up in the English language. *Les parties confirment leur volonté expresse que la présente convention ainsi que tous les documents s'y rattachant soient rédigés en anglais.*

(The balance of this page is intentionally left blank; the signature page follows)

The parties have executed and delivered this Agreement as of the date first set out above and the parties further agree that this Agreement is in effect as of the Effective Date.

**ONE EARTH ENVIRONMENTAL SOLUTIONS
INC.**

Per: 
NEIL GILLARD
PRESIDENT

Per: _____
[Name]
[Title]

If the Program features selected in Schedule 1 include any Canadian Card products under the Canadian Program, then BMO is a party to this Agreement and is required to execute the Agreement.

BANK OF MONTREAL

Per: 
GIL BOUTIN
BUSINESS BANKING SPECIALIST

If the Program features selected in Schedule 1 include any U.S. Card products under the U.S. Program, then Harris is a party to this Agreement and is required to execute the Agreement.

BMO HARRIS BANK N.A.

Per: _____
[Name]
[Title]

SCHEDULE 1

PROGRAM FEATURES AND TERMS REGARDING NOTICE

(1) Program Features: Insert a ✓ for each product type and option selected.

CARD PRODUCTS	CARD CURRENCY		CASH ADVANCES		BILLING	
	CDN\$	US\$	Cash	Quasi-Cash	Paper Statements	Payment Due Date (Days)
CANADIAN PROGRAM						
BMO Commercial MasterCard	<input type="checkbox"/>	[REDACTED]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21
BMO Not-for-Profit Commercial MasterCard	<input type="checkbox"/>	[REDACTED]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21
BMO CashBack Commercial MasterCard ¹	<input type="checkbox"/>	[REDACTED]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21
BMO AIR MILES Commercial MasterCard ¹	<input checked="" type="checkbox"/>	[REDACTED]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21
BMO US Dollar Commercial MasterCard	[REDACTED]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21
U.S. PROGRAM						
BMO Harris Bank Commercial MasterCard ¹	[REDACTED]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21

¹The terms and conditions pertaining to the reward programs associated with these cards are delivered to the Customer in connection with the Onboarding Documentation Package.

Customer Credit Limit: Canadian Program: 20,000.00 CDN\$
N/A U.S.\$

U.S. Program: N/A U.S.\$

Effective Date: MAY 1, 2018

(2) Notice

- (a) The Bank will send all notices and correspondence pertaining to Routine Matters to a Program Administrator via one of the following: e-mail, letter, fax or courier.
- (b) For all notices pertaining to matters other than Routine Matters, the following terms apply:
 - (i) The Bank will send Change Notices to a Program Administrator via one of the following: e-mail, letter, fax or courier.
 - (ii) Any other notice or other communication by one party to another under this Agreement will be in writing and delivered by hand or sent by courier or fax (but not e-mail) at the addresses set forth below and will be deemed to have been received by the addressee: (i) if delivered by hand or by courier, on the day delivered or, if not a Business Day, on the next Business Day; and (ii) if transmitted by fax and receipt is confirmed prior to 3:00 p.m. ET on a Business Day, on such Business Day or, in any other case, at 10:00 a.m. ET on the Business Day next following the date of transmission.
 - (iii) A party may give notice of a change of address for the purposes of this section in the manner provided above, and thereafter any notices or communication will be given to that party at such changed address.

If to BMO:

Bank of Montreal
Corporate Card Services Department
P.O. Box 3200 RPO Streetsville
Mississauga, Ontario
L5M 0S2
Fax Number: 1-844-287-3302

If to Harris:

BMO Harris Bank N.A.
Corporate Card Services
P.O. Box 6138
Carol Stream, Illinois
60197-6138
Fax Number: 1-844-287-3302

If to the Customer:

Name: ONE EARTH ENVIRONMENTAL SOLUTIONS INC.
Address (line 1): 1609 MALONE WAY NW
Address (line 2): EDMONTON, AB
Address (line 3): T6R 0H3
Fax Number: _____

(3) Customer's Head Office

Is the address set out in section 2 above the Customer's head office?

If the response is no, then insert the Customer's head office address below:

Address (line 1): _____
Address (line 2): _____
Address (line 3): _____

SCHEDULE 2**BILLING INFORMATION,
CUSTOMER SERVICE AND DISPUTE SETTLEMENT PROVISIONS****(1) Billing Information**

- (a) Each of the following applies to a Customer Account Statement:
 - (i) The Customer Account Statement shows the aggregate outstanding balance of the Customer Account, which is equal to the sum of all amounts owing in respect of each Card Account Statement.
 - (ii) The Customer may choose to have one or more Customer Account Statements for each of the Canadian Program and the U.S. Program. If the Bank issues more than one Customer Account Statement, the aggregate amount owing by the Customer to the Bank is the sum of all Customer Account Statements issued.
 - (iii) Details of Charges are only set out on the Card Account Statement.
- (b) The Customer will receive a central bill for all Card activity and is responsible to pay the Bank the full balance of the Customer Account Statement through direct debit.
- (c) With respect to the delivery of Statements:
 - (i) The Bank will deliver all Statements by posting them on the Program Website. The Customer may also choose to have paper copies of Card Account Statements mailed to Cardholders.
 - (ii) Each Program Administrator will have access to the Program Website, where Card Account Statements and Customer Account Statements can be accessed.
 - (iii) Each Program Administrator may allow a Cardholder access to the Program Website for the purpose of viewing the Card Account Statement for that Cardholder's Card Account.

(2) Customer Service and Dispute Settlement Procedures**(a) Service Level Timelines**

Absent technical or other issues beyond the Bank's control, the Bank will endeavor on a commercially reasonable basis to process the following types of requests within the time period specified:

Description	Processing Time (Calculated from the time the Bank Receives the Request)
Card Cancellation – assisted by a customer service representative	Immediate
Card Cancellation – self-serve through the Program Website	1 Business Day
Card Replacement – standard	5 – 10 Business Days
Card Replacement – emergency	2 Business Days

(b) Lost or Stolen Cards

The Customer and each Cardholder will notify the Bank as soon as it is aware that a Card is lost, stolen or missing and, if required, request a new Card. Upon receipt of the notice, the Bank will cancel the missing Card.

(c) Dispute Settlement Procedures

- (i) Transactions involving disputes between the Customer and a Vendor are to be handled pursuant to section 13(b).
- (ii) Within the Statement Review Period, the Customer or Cardholder will report to the Bank all disputed Charges. The Bank will then credit the appropriate Card Accounts the amount of the disputed Charges and commence an investigation with respect to those Charges.
- (iii) After the Bank investigates the disputed Charges, the Bank will re-post any valid Charges to the appropriate Card Accounts.

(d) Contact Particulars

The Bank's contact information for all Routine Matters is as follows:

	Canada	US
Address:		
In each case address to:	P.O. Box 3200	P.O. Box 6101
BMO Treasury & Payment Solutions	RPO Streetsville Mississauga, Ontario	Carol Stream, IL 60197-6101
Attn: Manager Corporate Card Services Department	L5M 0S2	
E-Mail:		
	Corporate.ClientServices@bmo.com	
Telephone (General):		
	(855) 825-9235	(855) 825-9236
Fax:		
	(844) 287-3302	
Telephone (Lost or Stolen):		
	(844) 316-3760	(844) 227-0528
Telephone (Disputes):		
	(866) 418-8154	

SCHEDULE 3

PRICING AND FEES

#	CHARGE	DESCRIPTION	PROGRAM		
			Canadian		U.S.
			CDN\$ Cards (\$=CDN\$)	US\$ Cards (\$=US\$)	(\$=US\$)
1.	Annual Fee (per Card):	BMO Commercial MasterCard	\$25.00	N.A.	N.A.
		BMO Not-for-Profit Commercial MasterCard	Waived	N.A.	N.A.
		BMO CashBack Commercial MasterCard	\$45.00	N.A.	N.A.
		BMO AIR MILES Commercial MasterCard	\$50.00	N.A.	N.A.
		BMO US Dollar Commercial MasterCard	N.A.	\$50.00	N.A.
		BMO Harris Bank Commercial MasterCard	N.A.	N.A.	\$45.00
2.	Statements (per Card per month):	Paper Statement:	\$3.00	\$3.00	\$3.00
		Electronic Statement:	\$0.00	\$0.00	\$0.00
3.	Cash Advances Fees (the fee is a percentage of the total amount of the Cash Advance):	When the Cash Advance is made at a Bank branch or ATM:	2%	2%	4%
		When the Cash Advance is not made at a Bank branch or ATM:	4%	4%	4%
4.	Late Fee:		1.75%	1.75%	1.75%
5.	Foreign Transaction Fee:		2.5%	2.5%	2.0%
6.	Dishonoured Payment:		\$29.00	\$29.00	\$29.00

#	CHARGE	DESCRIPTION	PROGRAM		
			Canadian		U.S.
			CDN\$ Cards (\$=CDN\$)	US\$ Cards (\$=US\$)	(\$=US\$)
7.	Replacement ¹ :	Couriered Card ¹ :	TBD	TBD	TBD
		Sales Draft:	\$3.00	\$3.00	\$3.00
		Statement Reprint:	\$3.00	\$3.00	\$3.00
8.	Liability Waiver Programs:	BMO Corporate Card Liability Waiver Program:	\$0.00	\$0.00	N.A.
		MasterCoverage Liability Protection Program:	N.A.	N.A.	\$0.00
9.	Technology Fees:	Standard Reports:	\$0.00	\$0.00	\$0.00
		Third Party Integration (Standard File) Set-Up Fee:	\$500	\$500	\$500
		Custom Training Services are billed at cost plus travel expenses:	TBD	TBD	TBD

¹ Requests to courier rush Cards or issue replacement Statements or reports will be subject to the Bank's standard service charge for such items at the time of the request.

SCHEDULE 4**DELIVERY OF INSURANCE DOCUMENTS****Distribution Protocol**

1. Insurance Documents applicable to the Customer or otherwise for the Customer's information will be posted to the Program Website and an e-mail will be sent to the Program Administrator advising of the posting of the Insurance Documents. The Program Administrator will provide the notice from the Bank to all Cardholders so that each Cardholder may directly access the Insurance Documents from the Program Website.
2. Where the Bank has sufficient Cardholder information, the Bank will endeavor to obtain the Cardholder's consent to the Electronic Distribution of Insurance Documents.
3. If the Bank has not obtained the Cardholder's consent to the Electronic Distribution of Insurance Documents or the Cardholder has withdrawn their consent to the Electronic Distribution of Insurance Documents, then the following terms apply:
 - (a) If the Bank has the Cardholder's mailing information, the Bank will mail Insurance Documents directly to that Cardholder.
 - (b) If the Bank does not have the Cardholder's mailing information, the Customer will act as that Cardholder's agent (through the Program Administrator) for the purposes of receipt and distribution of Insurance Documents to that Cardholder. In such capacity as agent:
 - (i) Where the Cardholder has not expressed a preference to the Bank that they want to receive a hard copy of the Insurance Documents, the Customer agrees to the Electronic Distribution of Insurance Documents; and
 - (ii) Where the Cardholder has expressed a preference to the Bank that they want to receive a paper copy of the Insurance Documents, the Bank will provide the Program Administrator with paper copies of the Insurance Documents for distribution to that Cardholder.
4. In addition to the Electronic Distribution of Insurance Documents, the Bank may provide Insurance Notices on Statements.
5. The Bank will at any time upon request provide the Program Administrator with paper copies of any Insurance Documents.

Miscellaneous Terms

6. Any Insurance Documents received through Electronic Distribution will be considered “in writing” and to have been signed and delivered by the Bank as though it were an original document.
7. The Customer and each Cardholder may change their Insurance Document preference from electronic to paper copy at any time by contacting the Bank at the contact particulars set out in Schedule 2.
8. Insurance Documents will remain posted to the Program Website and will be available until the date that the Agreement is terminated. It is the responsibility of the Customer and each Cardholder to retain a copy of each Insurance Document by saving or printing a copy while it is available to view.
9. The Bank may provide paper copies of Insurance Documents if the Bank is unable to provide the Insurance Documents through Electronic Distribution or for any other reason.

Letter of Agreement – Amendment & Restatement

BMO  **Bank of Montreal**

10199-101 STREET,
EDMONTON, AB T5J 2J2

November 22, 2019

ONE EARTH ENVIRONMENTAL SOLUTIONS INC.
1609 MALONE WAY NW,
EDMONTON, ALBERTA T6R 0H3

Attention: Neil Gillard,

LETTER OF AGREEMENT – AMENDMENT & RESTATEMENT

Bank of Montreal ("**BMO**") is pleased to provide this amended and restated Letter of Agreement with respect to the credit Facilities (each a "**Facility**" and collectively, the "**Facilities**") described herein. The letter (the "**Letter of Agreement**") amends and restates the existing Letter of Agreement dated April 19, 2018] (the "**Prior Letter**"). The Facilities are offered (or continue to be offered, as applicable) on the terms and conditions set out in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement.

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

Borrower(s):	ONE EARTH ENVIRONMENTAL SOLUTIONS INC. (the " Borrower ")
Guarantor(s):	NEIL R. GILLARD,693235 ALBERTA LTD,GILL'S VACUUM SERVICE LTD., (the " Guarantor(s) ")
Total Facility Limit:	The total approved amount of all facilities shall not exceed \$320,000.00 at any time.

Facility # 1

Facility Authorization: \$150,000.00 CAD
Type of Loan: Asset and capital financing
Purpose: Term out ODL that was used to purchase equipment
Maximum Amortization: 60 months

Advance Options (each a "Loan" and collectively the "Loans")	Cap Amount	Additional Details
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Fixed Rate Term Loan		Type of Loan: Closed Term Loan; or Prepayment Option Term Loan; or 6 Month Open Term Loan
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Interest Rate: To be determined at time of Advance. By way of reference only, the rate in effect as of November 22, 2019 for a 5 year term is 4.17% per annum; and the rate is valid for 14 days, and thereafter subject to change at BMO's sole discretion from time to time.

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

Repayment Terms: Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, payment frequency, amortization, and term.

OR

Blended monthly payments comprising principal and interest to be paid monthly in arrears, on the last day of each month. The amount of the payment will be determined based on the Loan amount, term, amortization and the interest rate in effect at the time of the Advance.

The balance of the Loan then outstanding, together with all accrued and unpaid interest, shall be due and payable at the end of the term of the Loan.

Prepayment Terms: *Closed Term Loan Only*

May not be prepaid, in whole or in part, prior to the maturity date.

Prepayment Option Term Loan Only

When not in default, the Borrower may prepay an amount of principal up to 10% of the original loan amount once every calendar year without prior notice. These prepayment privileges are not cumulative.

6 Month Open Term Loan Only

Prepayments of principal in whole or in part are permitted, without penalty.

Maximum Term: 5 years

Maturity Date: The last day of the month determined based on the term selected and the date of advance.

Other:

**Demand Loan
Non
Revolving**

Interest Rate: Prime Rate plus 1.25%. Interest is calculated monthly in arrears, and payable monthly. The Prime Rate in effect as of November 22, 2019 is 3.95%.

Repayment Terms: Repayable on demand, provided that until demand is made by BMO:

Blended monthly payments comprising principal and interest to be paid in arrears, on the last day of each month. The amount of the payment will be initially determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance. Subject to review at BMO's sole discretion.

OR

Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable.

Prepayments of principal in whole or in part are permitted, without penalty

Other:

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility

Authorization for this Facility.

Each Loan under this Facility shall be a separate Loan, shall be non-revolving and shall be permanently reduced by any repayments or payments by the Borrower.

At the request of the Borrower, the rate may be fixed up to 45 days before the Advance is made. If requested, the Borrower shall pay a refundable rate reservation fee of 1% of the principal amount of the Advance, which fee will be refunded to the Borrower on the day the Advance is made. In the event that the Advance is cancelled by the Borrower, such fee will not be refunded to the Borrower.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility.

Facility # 2

Facility Authorization: \$150,000.00 CAD

Type of Loan: Operating Demand Loan

Purpose: Operating Financing

Interest Rate: Prime Rate plus 1.75%. Interest is calculated monthly in arrears, and payable monthly on the last day of each month. The Prime Rate in effect as of November 22, 2019 is 3.95%.

Repayments: Repayable on demand

Facility Fee: \$127.00 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees.

Other Costs: BMO is not obliged to permit the Advances under this Facility to exceed the Facility Authorization.

In the event the Advances under this Facility exceeds the Facility Authorization, the excess will bear interest at the Overdraft Rate, which is currently 21% per annum. BMO shall also be entitled to charge the Borrower a fee of 1% calculated on the amount of excess over the Facility Authorization or \$100, whichever is greater and a \$5 overdraft handling charge per item that creates or increases the excess.

Facility # 3

Facility Authorization: \$20,000.00 CAD

Type of Loan: Corporate MasterCard^{Asp}

Purpose: Operating Financing

Interest Rate: As determined by Corporate MasterCard Agreement.

Repayments: As determined by Corporate MasterCard Agreement.

Facility Fee: As determined by Corporate MasterCard Agreement.

Â® MasterCard is a registered trademark of MasterCard International Incorporated. Used under license.

Conditions Precedent to Advances:

BMO will have no obligation to make any advance to the Borrower unless and until each of the conditions set out below and in Schedule C has been completed to BMO's satisfaction

1. Completion of all loan and account documents and all Security as outlined below.
2. Compliance with all covenants, representations and warranties in all loan documents and Security.
3. Receipt of all information necessary for BMO to comply with all legal and internal requirements in respect of money laundering and proceeds of crime legislation, and "know your customer" requirements.
4. Satisfactory review by BMO of insurance policies issued to the Borrower and each Guarantor, if any, and compliance with any changes required to satisfy BMO's insurance requirements.
5. Confirmation of no material adverse change to the Borrower and the Guarantor and their respective property and assets since the latest financial statements provided to BMO.
6. Confirmation that no default or breach under this Letter of Agreement, any of the loan documents or the Security has occurred.
7. updated PNWS LF536 to be obtained prior to funding
8. Satisfactory review (site visit) of the Lands, and the condition of the improvements thereon.

Security:

Each of the following documents, instruments, agreements and other assurances (collectively, the "Security") shall be delivered to BMO prior to any advance of funds, in form and substance acceptable to BMO and its solicitors, acting reasonably:

1. Insurance on a "Fire and Extended Coverage" or "All Risks" basis must be arranged (with satisfactory evidence thereof delivered to BMO) satisfactory to BMO for the full insurable or replacement value with loss payable to BMO. The policy is to contain the Standard Mortgage Clause. A copy of the policy is to be provided
2. Held - Delivery of an [Up to Date or Existing] survey/certificate of location of Mortgaged Property(ies) and all buildings located on the Mortgaged Property(ies), prepared by a surveyor licensed in the jurisdiction in which the property(ies) is/are located, which:
 - bears the name, address and signature of the surveyor, his official seal and licence number (any, or both), the date of a survey, and
 - includes a Surveyor's Certificate in the form and content required by the jurisdiction(s) in which the property is locatedOR
 - Title insurance from Approved Title Insurance Provider in respect of Lot B, Plan 654NY naming BMO as beneficiary
3. Held - Registered first-ranking All Indebtedness Mortgage, in the amount of \$580,000.00 registered over Lot B, Plan 654NY with the municipal address of 321 Main Street, Kinsella, , AB, (the "Mortgaged Property") with appropriate enabling resolutions and documentation
4. Held - \$170,000.00 Corporate guarantee from GILL'S VACUUM SERVICE LTD.,
5. Held - \$170,000.00 Personal guarantee from NEIL R. GILLARD,

6. Held - Registered first-ranking All Indebtedness Mortgage, in the amount of \$580,000.00 registered over Lots 22 Block 1, Plan 1225MC: 5012 Rig St. Swan Hills, AB Plan 1562W Block 5, Lots 10-12: 124 Main St. Kinsella, AB with the municipal address of 5012 Rig St. Swan Hills, 124 Main St. Kinsella, , AB, (the "Mortgaged Property") with appropriate enabling resolutions and documentation
7. Held - \$170,000.00 Corporate guarantee from 693235 ALBERTA LTD, [GUARANTOR NAME]
8. \$150,000.00 Personal guarantee from NEIL R. GILLARD,
9. \$150,000.00 Corporate guarantee from 693235 ALBERTA LTD,
10. \$150,000.00 Corporate guarantee from GILL'S VACUUM SERVICE LTD.;
11. Held - Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the Borrower with a First ranking for CDN Accounts Receivable, Machinery and Equipment

Any other documents, instruments or agreements as may be required by BMO, acting reasonably

Covenants

As long as any Advance remains outstanding under or in connection with this Letter of Agreement, or so long as any commitment under this Letter of Agreement remains in effect, the Borrower and any Guarantor will perform and comply with the covenants set out in Schedule A.

Financial Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following financial covenants, based on financial statements of the Borrower or applicable Guarantor:

Additional Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following covenants:

1. The Borrower will not, without BMO's prior written consent, participate in any retrofit project or energy or water efficiency project affecting the Mortgaged Property which would have the effect of creating a lien, hypothec or other interest (including, but without limitation, a local improvement charge or similar interest) in the Mortgaged Property ranking, or potentially ranking, in priority to or *pari passu* with the interest of BMO in the Mortgaged Property, whether or not such project is sponsored or endorsed by a municipal or other government, governmental organization or utility.

Reporting Requirements:

Annual	<p>To be obtained on an Annual Basis:</p> <p>Accountant Prepared Year End Financials for One Earth Environmental Solutions Inc. T2 Corporate Tax return & Corresponding Notice of Assesment for One Earth Environmental Solutions Inc. Current Accounts Recievable & Payable Listing Updated Personal Networth Statement (Bank to Provide Form) Accountant Prepared Year End Financials for Gill's Vacuum Service LTD T2 Corporate Tax return & Corresponding Notice of Assesment for Gill's Vacuum Services LTD Accountant Prepared Year End Financials for 693235 Alberta LTD T2 Corporate Tax return & Corresponding Notice of Assesment for 693235 Alberta LTD.</p>
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A \$250 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the default condition.

Prompt notification of management letters, default notices, litigation, and any other material events

Satisfactory evidence that all taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date

Representations and Warranties:

The Borrower and each Guarantor, as applicable, makes the representations and warranties set out in Schedule B. All representations and warranties of the Borrower and any Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security, shall be true and correct on the date of this Letter of Agreement and on the date of any Advance under a Facility.

Noteless Advances:

The Borrower acknowledges that the actual recording of the amount of any advance or repayment thereof under the Facilities, and interest, fees and other amounts due in connection with the Facilities, in an account of the Borrower maintained by BMO, shall constitute *prima facie* evidence of the Borrower's indebtedness and liability from time to time under the Facilities; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of the Facilities set out in this Letter of Agreement shall not be affected by the failure of BMO to make such recording. The Borrower also hereby acknowledges being indebted to BMO for principal amounts shown as outstanding from time to time in BMO's account records, and all accrued and unpaid interest in respect thereto, which principal and interest the Borrower hereby undertakes to pay to BMO in accordance with the terms and conditions applicable to the Facilities as set out in this Letter of Agreement.

Fees:

All costs and expense incurred by BMO in connection with this Letter of Agreement and the Facilities (including without limitation all legal, appraisal and consulting fees), and the enforcement of the Security are for the account of the Borrower.

A one-time fee ("Fee") of \$750.00 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Credit renewal fees will be payable as advised by BMO annually; at the date of this letter such fees are estimated to be \$ 750.00.

All fees payable under this Letter of Agreement shall be paid to BMO on the dates due, in immediately available funds. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

Banking Services:

The Borrower shall maintain its Bank Accounts, solely with the BMO. Borrower acknowledges that the pricing (including interest, fees and charges) contained in this Letter of Agreement is contingent on the Borrower maintaining all of its operating accounts with BMO. In the event the Borrower does not do so, BMO may, at any time, in its sole discretion and without any requirement to obtain the agreement of, or provide prior notice to the Borrower, increase such pricing.

Treasury & Payment Solutions:

BMO will provide Non-Credit and treasury & payment solutions to the Borrower. A Treasury & Payment Specialist will contact the Borrower to implement BMO's On-Line Banking for Business platform (OLBB) and discuss additional treasury & payment features such as Electronic Funds Transfer (EFT), Wire Payments, BMO DepositEdge® and Moneris® Payment Processing Solutions. BMO's objective is to provide a package of services that are tailored to meet both the current and future needs of the Borrower in a cost efficient operating environment.

Commercial Loan Insurance Plan:

You understand that unless you submit an Application for Commercial Loan Insurance Plan ("Application"), and it has been approved by Canada Life as the insurer, you will not be covered under the Commercial Loan Insurance Plan for any facilities under this Letter of Agreement and would be ineligible to submit a claim should you undergo an insurable event.

Counterparts; Electronic Transmissions:

This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. Any counterpart of this Agreement may be executed and circulated by facsimile, PDF or other electronic means and any counterpart executed and circulated in such a manner shall be deemed to be an original counterpart of this Agreement. All counterparts shall be construed together and shall constitute one and the same original agreement.

Governing Law:

Alberta and the federal laws of Canada applicable therein.

Schedules:

The following Schedules are attached to and form part of this letter of agreement:

Schedule A – Covenants

Schedule B – Representations and Warranties

Schedule C – Conditions Precedent to Advances

BMO's Legal Counsel: [

This Letter of Agreement amends and restates, without novation, the Prior Letter, as of [January 22, 2020], without prejudice to the effect of the terms of the Prior Letter or to any actions taken under or pursuant to the Prior Letter prior to such date. The entry into effect of this Letter of Agreement shall not be deemed to waive or limit any of BMO's rights in respect of any Event of Default then existing under the Prior Letter or any Event of Default under this Letter of Agreement which exists because of matters occurring prior to such effective date, whether or not known to BMO.

In accepting this agreement you acknowledge that if, in the opinion of BMO, a material adverse change in risk occurs including, without limitation, any material adverse change in the financial condition, business, property or prospects of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its obligations to BMO, any obligation to advance some or all of the above Facilities may be withdrawn or cancelled.

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than **Feb 28, 2020**. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall have no obligation to proceed with any of the Facilities.

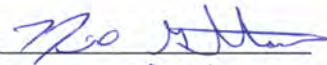
Yours truly,
BANK OF MONTREAL

By: 
Name: KEVIN HO
Title: Relationship Manager

Accepted and agreed to this 23 day of January, 2020


BORROWER(S)

ONE EARTH ENVIRONMENTAL SOLUTIONS INC.

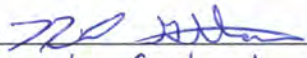
Signature: 
Name: Neil Gillard
Title: President

GUARANTOR(S)

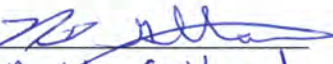
NEIL R. GILLARD

Signature:  Witness: Sean Brouillette
Name: Neil Gillard Name: Sean Brouillette

693235 ALBERTA LTD

Signature: 
Name: Neil Gillard
Title: President

GILL'S VACUUM SERVICE LTD.

Signature: 
Name: Neil Gillard
Title: President

· SCHEDULE A

COVENANTS

1. Payment of all indebtedness due to BMO in connection with this Letter of Agreement or any Facility
2. Maintenance of corporate existence and status, if applicable
3. Payment of all taxes when due (including, without limitation, corporate, GST, HST, sales tax and withholding)
4. Compliance with all material laws, regulations and applicable permits or approvals (including health, safety and employment standards, labour codes and environmental laws)
5. Compliance with all material agreements
6. Use of proceeds to be consistent with the approved purpose
7. Notices of death of Borrower or Guarantor, default, material litigation, and regulatory proceedings to be provided to BMO on a timely basis
8. Access by BMO to books and records; BMO to have right to inspect property to which its security applies
9. No assumption of additional indebtedness or guarantee obligations by Borrower without prior written consent of BMO
10. No liens or encumbrances on any assets except with the prior written consent of BMO
11. No change of control or ownership of the Borrower without the prior written consent of BMO
12. No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO
13. No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval
14. [For multiple currencies]:

If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Letter of Agreement, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Letter of Agreement in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which BMO is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its principal office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by BMO of the amount due, the Borrower will, on the date of receipt by BMO, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by BMO on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by BMO is the amount then due under this Letter of Agreement in the Currency Due. If the amount of the Currency Due which BMO is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Letter of Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by BMO from time to time and shall continue in full force and effect notwithstanding any judgment or order in respect of an amount due under this Letter of Agreement or under any judgment or order.

SCHEDULE B

REPRESENTATIONS AND WARRANTIES

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

SCHEDULE C

CONDITIONS PRECEDENT TO ADVANCES

1. Evidence of corporate (or other) status and authority
2. Completion and registration (as applicable) of all Security (defined herein) and other supporting documents
3. Completion of all facility documentation and account agreements and authorities, as applicable
4. Compliance with all representations and warranties contained herein
5. Compliance with all covenants (financial and non-financial) contained herein
6. No Event of Default (defined herein) shall have occurred and be continuing
7. Compliance with all laws (including environmental)
8. Payment of all fees and expenses
9. Receipt of all necessary material governmental, regulatory and other third party approvals including environmental approvals and certificates
10. Satisfactory due diligence (including, without limitation, anti-money laundering, proceeds of crime and "know your customer" requirements and procedures, environmental and insurance due diligence)
11. Repayment of all existing indebtedness (excluding permitted indebtedness), as applicable.
12. Satisfactory review of material contracts, as applicable
13. Satisfactory review by BMO (or, at BMO's option and the Borrower's expense, an insurance consultant) of insurance policies issued to the Borrower(s) and/or the Guarantor(s) and compliance with any changes required to satisfy BMO's insurance requirements
14. Disclosure of all material contingent obligations
15. Confirmation that no shares of the Borrower held by the principal shareholders have been pledged as security for any financial or other indebtedness
16. Corporate taxes of the Borrower and corporate/personal taxes of the Guarantor(s) are to be confirmed current and up-to-date
17. Satisfactory evidence that all other taxes payable by the Borrower and Guarantor(s) (including, without limitation, GST, HST, sales tax, and withholdings) have been paid to date
18. No material judgments or material legal action initiated against the Borrower and/or any Guarantor(s)
19. Any other document or action which BMO may reasonably require

Advice of Loan Terms



Further to our conversation, we are pleased to confirm your instructions for the following [loan advance / term loan renewal of the credit facility] as outlined in our Letter of Agreement:

Date: January 31, 2020

Borrower Name: ONE EARTH ENVIRONMENTAL SOLUTIONS INC.

Loan Type: Demand Loan Non-Revolving

Loan Advance Amount: \$150,000.00

Requested Date of Advance: 31 January, 2020

Funds to be Credited to: 2601-1023-000

Interest Rate: Prime plus 1.25% per annum

Selected Term: Not Applicable

Amortization: 60 months

Payment Frequency: Monthly

Payment Type: Principal + Interest

Payment Amount: \$2,500.00

First Payment Due: February 28, 2020

Thank you for your business, and I look forward to continuing to work with you to meet your financial goals.

Accepted and agreed to this 31 day of Jan, 2020



Name: Kevin Ho
Title: Relationship Manager

Signature: _____
Name: _____
Title: _____

This is Exhibit "G" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

To: Mr. Dean Hitesman
 Dentons Canada LLP
 Address Line 1
 Address Line 2
 City
 Postal Code email fax #

Client Name(s): One Earth Environmental Solutions Inc

Payout Statement Preparation Date: **November 7, 2022**

Payout calculation is for receipt of funds by BMO prior to close of business: **November 7, 2022**, the "Payout Date".
Future Date Payout, if provided, is an estimate of additional cost and charges for receipt of funds on date indicated
 Payout Calculation is subject to change 1) transactions in progress not yet posted, 2) changes in Prime Rate, 3) per diem charges hereafter and 4) regularly scheduled transactions

This Payout Calculation is compiled for: information purposes only, or
 final payout quote not exceeding 15 days to Payout Date
 (check one)

	Account Number	Type of Loan Product	Principal Balance at Payout Quote Date (1)	Uncollected Accrued Interest at Last End of Month (EOM) (2)	Accrued Interest on Principal Balance from EOM to Payout Calculation Date (3)	Uncollected Accrued Interest prior to Payout Date (4)	Payout Penalty (5)	Total Other Charge (**)(6)	Total (7)=sum(1) to (6) inclusive	Per Diem (8)	Interest Rate Basis (9)	Interest Rate Spread (10)
1	2532-6992-362	DLNR(Prev ODL)		\$ 9,432.59		\$ 16.98			\$ 9,449.57	\$ 2.83	Prime +	5.0000%
2	2532-6994-093	DLNR		\$ 5,546.58		\$ 9.99			\$ 5,556.57	\$ 1.66	Prime +	5.0000%
3	2532-6992-389	DLNR		\$ 371.18		\$ 1.13			\$ 372.31	\$ 0.19	Fixed	18.4000%
4	5112420000986541	Other(refer Notes)							\$ -		Fixed	0.0000%
5									\$ -			
6									\$ -			
7									\$ -			
Totals:			\$ -	\$ 15,350.35	\$ -	\$ 28.10	\$ -	\$ -	\$ 15,378.45	\$ 4.68		
			(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)		

PAYOUT AS AT: November 7, 2022

Principal Balance	\$ -	(A)
Accrued Interest	\$ 15,378.45	(B)+(C)+(D)
Penalty	\$ -	(E)
Total Other Charge **	\$ -	(F)
TOTAL AS AT: November 7, 2022	\$ 15,378.45	(G)
Per Diem Rate	\$ 4.68	(H)

FUTURE DATE PAYOUT:(if applicable)

Principal Balance	\$ -
Accrued Interest	\$ 15,378.45
Penalty	\$ -
Total Other Charge **	\$ -
TOTAL AS AT:	\$ 15,378.45
Per Diem Rate	\$ 4.68

Notes:
 NOTE: ALL PRINCIPAL ADVANCES PAID FROM ASSET SALES; REMAINING AMOUNT OWED IS ALL INTEREST
 1) NALDLNR containing previous operating loan advance on original account #2601 1998-772
 2) NALDLNR previous reducing basis demand installment loan
 3) NALDLNR Corp MC advances; Principal paid, interest unpaid
 4) Borrower also has CEBA loan under account 5112420000985485 in amount of CAD\$60,000.00, not being accelerated under demand as not due until Dec, 2023 and not part of this lending agreement.

Prime Rate on Payout Calculation Date: 5.95%

** Other Charges Defined:

** Total Other Charge \$ -


This is Exhibit "H" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

Letter of Agreement

BMO  Bank of Montreal

17504 – 100 Avenue NW
Edmonton, AB T5S 2S2

April 02, 2018

GILL'S VACUUM SERVICE LTD.
323-14032 23 AVE NW,
EDMONTON, ALBERTA T6R 3L6

Attention: Neil Gillard

LETTER OF AGREEMENT

Bank of Montreal ("BMO") is pleased to advise that it has authorized the following credit Facilities for **GILL'S VACUUM SERVICE LTD.** (each, a "Facility" and collectively, the "Facilities") on the terms and conditions outlined in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement.

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

In this Letter of Agreement, certain capitalized terms are defined in Schedule A hereto. Please refer to Schedule A for the meaning of such terms.

Borrower(s):	GILL'S VACUUM SERVICE LTD. (the "Borrower")
Guarantor(s):	2012613 ALBERTA LTD, NEIL R. GILLARD, (the "Guarantor(s)")
Total Facility Limit:	The total approved amount of all facilities shall not exceed \$445,500.00 at any time.

Facility # 1

Facility Authorization: \$45,500.00

Type of Loan: Demand Loan Non-Revolving

Purpose: Renewal of existing loan.

Interest Rate: Prime Rate plus 3.5%. Interest is calculated monthly in arrears and payable monthly. The Prime Rate in effect as of April 02, 2018 is 3.45%.

Repayments: Repayable on demand, provided that until demand is made by BMO:

Equal monthly principal payments and monthly interest, to be collected separately, on the last day of each month. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable.

Prepayments of principal in whole or in part are permitted, without penalty.

Currency: CAD

Maximum Amortization: 35 months

Facility # 2

Facility Authorization: \$400,000.00

Type of Loan: Operating Demand Loan

Purpose: Operating Financing

Interest Rate: Prime Rate plus 3.5%. Interest is calculated monthly in arrears, and payable monthly on the last day of each month. The Prime Rate in effect as of April 02, 2018 is 3.45%.

Repayments: Repayable on demand

Currency: CAD

Facility Fee: \$150.00 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees.

Other Costs:

BMO is not obliged to permit the Advances under this Facility to exceed the Facility Authorization.

In the event the Advances under this Facility exceeds the Facility Authorization, the excess will bear interest at the Overdraft Rate, which is currently 21% per annum. BMO shall also be entitled to charge the Borrower a fee of 1% calculated on the amount of excess over the Facility Authorization or \$100, whichever is greater and a \$5 overdraft handling charge per item that creates or increases the excess.

Conditions Precedent to Advances:

BMO will not be required to make any advance to the Borrower unless and until each of the conditions set out below and in Schedule C has been completed to BMO's satisfaction

1. Receipt of satisfactory legal opinions relating to all matters considered relevant by BMO including, without limitation, the due authorization, execution, delivery and enforceability of the Loan and Security documentation by and against the Borrower and each Guarantor, if any.
2. Satisfactory review by BMO (or, at BMO's option and the Borrower's expense, an insurance consultant) of insurance policies issued to the Borrower and each Guarantor, if any, and compliance with any changes required to satisfy BMO's insurance requirements.

Covenants:

As long as any Advance remains outstanding under or in connection with this Letter of Agreement, or so long as this Letter of Agreement remains in effect, the Borrower and any Guarantor will perform and comply with the covenants set out in Schedule D.

Security:

Each of the following documents, instruments, agreements and other assurances (collectively, the "Security") shall be delivered to BMO prior to any advance of funds, in form and substance acceptable to BMO and its solicitors, acting reasonably:

1. \$1,256,000.00 Personal guarantee from Neil Gillard
2. \$445,500.00 Corporate guarantee from 2012613 Alberta Ltd
3. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the Borrower with a First ranking.

Any other documents, instruments or agreements as may be required by BMO, acting reasonably

Reporting Requirements:

Annual	Notice to Reader Company Financial Statements together with Corporate Tax Return and Notice of Assessment for Gill's Vacuum Service Ltd. and 2012613 Alberta Ltd. Personal net worth statement along with personal income tax return and Notice of Assessment for Neil Gillard
---------------	---

A \$50 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the default condition.

Prompt notification of management letters, default notices, litigation, and any other material events

Satisfactory evidence that all taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date

Representations and Warranties:

The Borrower and each Guarantor, as applicable, makes the representations and warranties set out in Schedule E. All representations and warranties of the Borrower and any Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security, shall be true and correct on the date of this Letter of Agreement and on the date of any Advance under a Facility.

Events of Default:

Each of the events set out in Schedule F shall constitute an event of default in respect of this letter of agreement and each of the facilities. The inclusion of these events of default shall not in any way affect the right of BMO to make demand for payment at any time under any facility that is stated to be a demand facility.

Upon the occurrence of any Event of Default, in addition to any remedies available to BMO pursuant to the Security (i) BMO may accelerate the payment of principal and interest under, and cancel any undrawn portion of, any Facility, (ii) the ability of the Borrower to obtain further Advances under any Facility under this Letter of Agreement shall immediately terminate, (iii) BMO may, by written notice to the Borrower, declare the Advances outstanding under any Facility to be immediately due and payable, and (iv) BMO may review the pricing of any Facility. The rights of BMO on the occurrence of an Event of Default shall not limit any of its other rights under or in connection with this Letter of Agreement or any of the Facilities to terminate or demand payment of, or cancel or restrict the availability of any unutilized portion of, any demand or other discretionary Facility made available under this Letter of Agreement.

Other Fees:

A one-time fee ("Fee") of \$500.00 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Credit renewal fees will be payable as advised by BMO annually; at the date of this letter such fees are estimated to be \$500.00

All fees payable under this Letter of Agreement shall be paid on the dates due, in immediately available funds, to BMO. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

Banking Services:

The Borrower shall maintain its bank accounts, solely with BMO.

Commercial Loan Insurance Plan:

You understand that unless you submit an Application for Commercial Loan Insurance Plan ("Application"), and it has been approved by Canada Life as the insurer, you will not be covered under the Commercial Loan Insurance Plan for any facilities under this Letter of Agreement and would be ineligible to submit a claim should you undergo an insurable event.

Governing Law:

Province or Territory of Alberta and the federal laws of Canada applicable therein.

Schedules:

The following Schedules are attached to and form part of this letter of agreement:

Schedule A – Definitions

Schedule B – General Terms & Conditions

Schedule C – Conditions Precedent to Advances

Schedule D – Covenants

Schedule E – Representations and Warranties

Schedule F – Events of Default

In accepting this Letter of Agreement you acknowledge that if, in the opinion of BMO, a material adverse change in risk occurs including, without limitation, any material adverse change in the financial condition, business, property or prospects of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its obligations to BMO, any obligation to advance some or all of the above Facilities may be withdrawn or cancelled.

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than May 8, 2018]. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall not be required to proceed with any of the Facilities.

Yours truly,
BANK OF MONTREAL

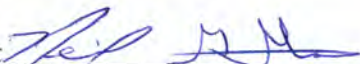
By: 

Name: Gil Boutin
Title: Relationship Manager

Accepted and agreed to this 7 day of MAY, 2018

BORROWER(S)


GILL'S VACUUM SERVICE LTD.
(Name of Entity)

Signature: 
Name: NEIL GILLARD
Title: OWNER

GUARANTOR(S)



2012613 ALBERTA LTD
(Name of Entity)

If signed by corporate guarantor:

Signature:  Signature: _____
Name: NEIL GILLARD Name: _____
Title: OWNER Title: _____

NEIL R. GILLARD
(Name of Entity)

If signed by personal guarantor:

Witness:  Signature: 
Name: GILL BOUTIN Name: NEIL GILLARD.

SCHEDULE A – DEFINITIONS

Advances:	Each borrowing by the Borrower and any reference to the amount of Advances shall mean the aggregate principal amount of all outstanding Advances
Business Day:	Any day that is not a Saturday, Sunday or other day on which BMO is authorized or required by applicable law in the applicable Province or Territory to remain closed.
Mortgaged Property:	Includes the real/immovable property described in this Letter of Agreement and in any Mortgages/Hypothec, all appurtenances thereto and all estates and interests therein, and includes all buildings, plant, machinery, crops, erections and improvements, fixed or otherwise, present or future, built, grown, placed or put thereon including all fences, heating equipment, plumbing equipment, antennae, radiators, mirrors, air-conditioning equipment, ventilating equipment, fire alarm and protective systems, lighting and lighting fixtures, hay racks, barn fixtures, milking machine equipment, water tanks, pumps and windmills, water bowls and pipes, feed boxes, litter carriers and tracks, mobile homes affixed to the real property, furnaces, boilers, oil burners, stokers, water heating equipment, cooking and refrigeration equipment, window blinds, floor coverings, storm windows, storm doors, window screens, door screens, shutters and awnings, all apparatus and equipment appurtenant thereto, and all other fixtures and accessions of any kind or nature.
Overdraft Rate:	The annual rate of interest established from time to time by BMO as the interest rate it will use to calculate the interest payable on overdrawn accounts and designated by BMO as the "Overdraft Rate".
Prime Rate:	On any day, the annual rate of interest established by BMO and in effect on such day as the reference rate used to determine the rate of interest charged on Canadian dollar loans to commercial customers in Canada, and designated by BMO as its "Prime Rate".
US Base Rate:	On any day, the annual rate of interest established by BMO and in effect on such day as the reference rate used to determine the rate of interest charged on U.S. dollar loans to commercial customers in Canada, and designated by BMO as its "US Base Rate".

SCHEDULE B - GENERAL TERMS AND CONDITIONS

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

Indemnification: The Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all losses, claims, damages and liabilities arising from activities under or contemplated under this Letter of Agreement, any Facility or the Security other than those arising solely as a result of BMO's gross negligence or wilful misconduct.

Interest on Advances: Interest on Advances, including those subject to the Prime Rate and subject to US Base Rate, shall be calculated on the basis of the actual number of days elapsed over a year of 365 or 366 days, as the case may be.

Joint and Several: Where more than one person is liable as Borrower or Guarantor for any obligation under or in connection with this Letter of Agreement, then the liability of each such person for such obligation is joint and several (solidary) with each other such person.

Judgment Currency: If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Letter of Agreement, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Letter of Agreement in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which BMO is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its principal office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by BMO of the amount due, the Borrower will, on the date of receipt by BMO, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by BMO on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by BMO is the amount then due under this Letter of Agreement in the Currency Due. If the amount of the Currency Due which BMO is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Letter of Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by BMO from time to time and shall continue in full force and effect notwithstanding any judgment or order in respect of an amount due under this Letter of Agreement or under any judgment or order.

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

Notice provision: Any notice or other communication required or permitted to be given to a party under this Letter of Agreement shall be in writing and may be delivered personally or sent by mail to (i) the address for BMO provided on the first page of this Letter of Agreement, if sent to BMO, (ii) the address for the Borrower provided on the first page of this Letter of Agreement, if sent to the Borrower, and (iii) the address for a Guarantor contained in BMO's records, if sent to a Guarantor. A notice or other communication delivered personally shall be deemed received when delivered to the receiving party, if delivered on a Business Day, and on the next Business Day following otherwise, and a notice or other communication delivered by mail shall be deemed received on the fifth Business Day after sending.

Repayment Recognition: Any payments to be paid on a non-Business Day may, at BMO's discretion, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon.

Review: BMO retains the right to review the Facilities at any time and at least annually.

SCHEDULE C - CONDITIONS PRECEDENT TO ADVANCES

1. Evidence of corporate (or other) status and authority
2. Completion and registration (as applicable) of all Security (defined herein) and other supporting documents
3. Completion of all facility documentation and account agreements and authorities, as applicable
4. Compliance with all representations and warranties contained herein
5. Compliance with all covenants (financial and non financial) contained herein
6. No Event of Default (defined herein) shall have occurred and be continuing
7. Compliance with all laws (including environmental)
8. Payment of all fees and expenses
9. Receipt of all necessary material governmental, regulatory and other third party approvals including environmental approvals and certificates
10. Satisfactory due diligence (including, without limitation, anti-money laundering, proceeds of crime and "know your customer" requirements and procedures, environmental and insurance due diligence)
11. Repayment of all existing indebtedness (excluding permitted indebtedness), as applicable
12. Satisfactory review of material contracts, as applicable
13. Satisfactory review by BMO (or, at BMO's option and the Borrower's expense, an insurance consultant) of insurance policies issued to the Borrower(s) and/or the Guarantor(s) and compliance with any changes required to satisfy BMO's insurance requirements
14. Disclosure of all material contingent obligations
15. Confirmation that no shares of the Borrower held by the principal shareholders have been pledged as security for any financial or other indebtedness
16. Corporate taxes of the Borrower and corporate/personal taxes of the Guarantor(s) are to be confirmed current and up-to-date
17. Satisfactory evidence that all other taxes payable by the Borrower and Guarantor(s) (including, without limitation, GST, HST, sales tax, and withholdings) have been paid to date
18. No material judgments or material legal action initiated against the Borrower and/or any Guarantor(s)
19. Any other document or action which BMO may reasonably require

SCHEDULE D – COVENANTS

1. Payment of all indebtedness due in connection with this Letter of Agreement or any Facility
2. Maintenance of corporate existence and status, if applicable
3. Payment of all taxes when due (including, without limitation, corporate, GST, HST, sales tax and withholdings)
4. Compliance with all laws, regulations and applicable permits or approvals (including health, safety and employment standards, labour codes and environmental laws)
5. Compliance with all material agreements
6. Maintenance of property and assets in good working condition
7. Use of proceeds to be consistent with the approved purpose
8. Notices of death of Borrower or Guarantor, default, material litigation, and regulatory proceedings to be provided to BMO on a timely basis
9. Access by BMO to books and records; BMO to have right to inspect property to which its security applies
10. No assumption of additional indebtedness or guarantee obligations by Borrower without prior written consent of BMO
11. No liens or encumbrances on any assets except with the prior written consent of BMO
12. No change of control or ownership without the prior written consent of BMO
13. No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO
14. No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval
15. The Borrower will not, without the BMO's prior written consent, enter into any material lease or amend any material lease.
16. The Borrower will not, without the BMO's prior written consent, request or accept any prepayments of rent pursuant to any Lease except for the last month's rent

SCHEDULE E - REPRESENTATIONS AND WARRANTIES

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

SCHEDULE F - EVENTS OF DEFAULT

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

Letter of Agreement – Amendment & Restatement



12240 137 AVENUE NW,
EDMONTON, AB T5L 4Y4

January 20, 2020

GILL'S VACUUM SERVICE LTD.
323-14032 23 AVE NW,
EDMONTON, ALBERTA T6R 3L6

Attention: NEIL GILLARD

LETTER OF AGREEMENT – AMENDMENT & RESTATEMENT

Bank of Montreal ("BMO") is pleased to provide this amended and restated Letter of Agreement with respect to the credit Facilities (each a "Facility" and collectively, the "Facilities") described herein. The letter (the "Letter of Agreement") amends and restates the existing Letter of Agreement dated April 2, 2018 (the "Prior Letter"). The Facilities are offered (or continue to be offered, as applicable) on the terms and conditions set out in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement.

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

Borrower(s): GILL'S VACUUM SERVICE LTD.
(the "Borrower")

Guarantor(s): 2012613 ALBERTA LTD., NEIL R. GILLARD,
(the "Guarantor(s)")

Total Facility Limit: The total approved amount of all facilities shall not exceed \$616,900.00 at any time.

Facility # 1

Facility Authorization: \$16,900.00 CAD

Type of Loan: Demand Loan Non-Revolving

Purpose: Term out 693235 Alberta Ltd. operating line.

Interest Rate: Prime Rate plus 2.5%. Interest is calculated monthly in arrears, and payable monthly, on the last day of each month. The Prime Rate in effect as of January 20, 2020 is 3.95%.

Repayments: Repayable on demand, provided that until demand is made by BMO:

Equal monthly principal payments and monthly interest, to be collected separately, on the last day of each month. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable.

Prepayments of principal in whole or in part are permitted, without penalty.

Maximum Amortization: 13 months

Facility # 2

Facility Authorization: \$400,000.00 CAD

Type of Loan: Operating Demand Loan

Purpose: Operating Financing

Interest Rate: Prime Rate plus 2.5%. Interest is calculated monthly in arrears, and payable monthly on the last day of each month. The Prime Rate in effect as of January 20, 2020 is 3.95%.

Repayments: Repayable on demand

Facility Fee: \$180.00 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees.

Other Costs: BMO is not obliged to permit the Advances under this Facility to exceed the Facility Authorization.

In the event the Advances under this Facility exceeds the Facility Authorization, the excess will bear interest at the Overdraft Rate, which is currently 21% per annum. BMO shall also be entitled to charge the Borrower a fee of 1% calculated on the amount of excess over the Facility Authorization or \$100, whichever is greater and a \$5 overdraft handling charge per item that creates or increases the excess.

Facility # 3

Facility Authorization: \$200,000.00 CAD

Type of Loan: Demand Loan Non-Revolving

Purpose: For general capital requirements

Interest Rate: Prime Rate plus 2.5%. Interest is calculated monthly in arrears, and payable monthly, on the last day of each month. The Prime Rate in effect as of January 20, 2020 is 3.95%.

Repayments: Repayable on demand, provided that until demand is made by BMO:

Equal monthly principal payments and monthly interest, to be collected separately, on the last day of each month. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable.

Prepayments of principal in whole or in part are permitted, without penalty.

Maximum Amortization: 36 months

Conditions Precedent to Advances:

BMO will have no obligation to make any advance to the Borrower unless and until each of the conditions set out below and in Schedule C has been completed to BMO's satisfaction

1. Completion of all loan and account documents and all Security as outlined below.
2. Compliance with all covenants, representations and warranties in all loan documents and Security.
3. Receipt of all information necessary for BMO to comply with all legal and internal requirements in respect of money laundering and proceeds of crime legislation, and "know your customer" requirements.
4. Satisfactory review by BMO of insurance policies issued to the Borrower and each Guarantor, if any, and compliance with any changes required to satisfy BMO's insurance requirements.
5. Confirmation of no material adverse change to the Borrower and the Guarantor and their respective property and assets since the latest financial statements provided to BMO.
6. Confirmation that no default or breach under this Letter of Agreement, any of the loan documents or the Security has occurred.

Security:

Each of the following documents, instruments, agreements and other assurances (collectively, the "Security") shall be delivered to BMO prior to any advance of funds, in form and substance acceptable to BMO and its solicitors, acting reasonably:

TO BE OBTAINED

1. \$618,200.00 Corporate Guarantee from 2012613 ALBERTA LTD.

ON FILE

2. \$1,256,000.00 Personal Guarantee from NEIL R. GILLARD.
3. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the Borrower with a First ranking for CDN Accounts Receivable, Machinery and Equipment, Inventory/Warehouse Receipts

Any other documents, instruments or agreements as may be required by BMO, acting reasonably

Covenants

As long as any Advance remains outstanding under or in connection with this Letter of Agreement, or so long as any commitment under this Letter of Agreement remains in effect, the Borrower and any Guarantor will perform and comply with the covenants set out in Schedule A.

Financial Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following financial covenants, based on financial statements of the Borrower or applicable Guarantor:

N/A

Additional Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following covenants:

N/A

Reporting Requirements:

Annual	To be provided within 120 days of company year-end:
	- Accountant Prepared Financial Statements for Gill's Vacuum Service Ltd.
	- Corporate Income Tax Returns and Notice of Assessment for Gill's Vacuum Service Ltd.
	- Accounts Receivable Listing, Accounts Payable Listing and In-House Financial Statements.
	- Updated Personal Net Worth Statement for Neil Gillard along with confirmation of assets.
- Personal Income Tax Returns and Notice of Assessment for Neil Gillard.	

A \$250 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the default condition.

Prompt notification of management letters, default notices, litigation, and any other material events

Satisfactory evidence that all taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date

Representations and Warranties:

The Borrower and each Guarantor, as applicable, makes the representations and warranties set out in Schedule B. All representations and warranties of the Borrower and any Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security, shall be true and correct on the date of this Letter of Agreement and on the date of any Advance under a Facility.

Noteless Advances:

The Borrower acknowledges that the actual recording of the amount of any advance or repayment thereof under the Facilities, and interest, fees and other amounts due in connection with the Facilities, in an account of the Borrower maintained by BMO, shall constitute *prima facie* evidence of the Borrower's indebtedness and liability from time to time under the Facilities; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of the Facilities set out in this Letter of Agreement shall not be affected by the failure of BMO to make such recording. The Borrower also hereby acknowledges being indebted to BMO for principal amounts shown as outstanding from time to time in BMO's account records, and all accrued and unpaid interest in respect thereto, which principal and interest the Borrower hereby undertakes to pay to BMO in accordance with the terms and conditions applicable to the Facilities as set out in this Letter of Agreement.

Fees:

All costs and expense incurred by BMO in connection with this Letter of Agreement and the Facilities (including without limitation all legal, appraisal and consulting fees), and the enforcement of the Security are for the account of the Borrower.

A one-time fee ("Fee") of \$1,000.00 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Credit renewal fees will be payable as advised by BMO annually; at the date of this letter such fees are estimated to be \$900.00.

All fees payable under this Letter of Agreement shall be paid to BMO on the dates due, in immediately available funds. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

Banking Services:

The Borrower shall maintain its Bank Accounts, solely with the BMO. Borrower acknowledges that the pricing (including interest, fees and charges) contained in this Letter of Agreement is contingent on the Borrower maintaining all of its operating accounts with BMO. In the event the Borrower does not do so, BMO may, at any time, in its sole discretion and without any requirement to obtain the agreement of, or provide prior notice to the Borrower, increase such pricing.

Treasury & Payment Solutions:

BMO will provide Non-Credit and treasury & payment solutions to the Borrower. A Treasury & Payment Specialist will contact the Borrower to implement BMO's On-Line Banking for Business platform (OLBB) and discuss additional treasury & payment features such as Electronic Funds Transfer (EFT), Wire Payments, BMO DepositEdge® and Moneris® Payment Processing Solutions. BMO's objective is to provide a package of services that are tailored to meet both the current and future needs of the Borrower in a cost efficient operating environment.

Commercial Loan Insurance Plan:

You understand that unless you submit an Application for Commercial Loan Insurance Plan ("Application"), and it has been approved by Canada Life as the insurer, you will not be covered under the Commercial Loan Insurance Plan for any facilities under this Letter of Agreement and would be ineligible to submit a claim should you undergo an insurable event.

Counterparts; Electronic Transmissions:

This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. Any counterpart of this Agreement may be executed and circulated by facsimile, PDF or other electronic means and any counterpart executed and circulated in such a manner shall be deemed to be an original counterpart of this Agreement. All counterparts shall be construed together and shall constitute one and the same original agreement.

Governing Law:

Alberta and the federal laws of Canada applicable therein.

Schedules:

The following Schedules are attached to and form part of this letter of agreement:

Schedule A – Covenants

Schedule B – Representations and Warranties

Schedule C – Conditions Precedent to Advances

This Letter of Agreement amends and restates, without novation, the Prior Letter, as of April 2, 2018, without prejudice to the effect of the terms of the Prior Letter or to any actions taken under or pursuant to the Prior Letter prior to such date. The entry into effect of this Letter of Agreement shall not be deemed to waive or limit any of BMO's rights in respect of any Event of Default then existing under the Prior Letter or any Event of Default under this Letter of Agreement which exists because of matters occurring prior to such effective date, whether or not known to BMO.

In accepting this agreement you acknowledge that if, in the opinion of BMO, a material adverse change in risk occurs including, without limitation, any material adverse change in the financial condition, business, property or prospects of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its obligations to BMO, any obligation to advance some or all of the above Facilities may be withdrawn or cancelled.

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than February 21, 2020. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall have no obligation to proceed with any of the Facilities.

Yours truly,
BANK OF MONTREAL

By: 
Name: KEVIN HO
Title: Relationship Manager

Accepted and agreed to this 23 day of January, 2020

BORROWER(S)

GILL'S VACUUM SERVICE LTD.

(Name of Entity)

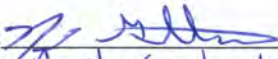
Signature: 

Name: Neil Gillard



Title: President

GUARANTOR(S)

2012613 ALBERTA LTD.
(Name of Entity)

Signature: 
Name: Neil Gillard
Title: President

NEIL R. GILLARD
(Name of Entity)

Signature:  Witness: 
Name: Neil Gillard Name: Sean Brouillette

SCHEDULE A

COVENANTS

1. Payment of all indebtedness due to BMO in connection with this Letter of Agreement or any Facility
2. Maintenance of corporate existence and status, if applicable
3. Payment of all taxes when due (including, without limitation, corporate, GST, HST, sales tax and withholding)
4. Compliance with all material laws, regulations and applicable permits or approvals (including health, safety and employment standards, labour codes and environmental laws)
5. Compliance with all material agreements
6. Use of proceeds to be consistent with the approved purpose
7. Notices of death of Borrower or Guarantor, default, material litigation, and regulatory proceedings to be provided to BMO on a timely basis
8. Access by BMO to books and records; BMO to have right to inspect property to which its security applies
9. No assumption of additional indebtedness or guarantee obligations by Borrower without prior written consent of BMO
10. No liens or encumbrances on any assets except with the prior written consent of BMO
11. No change of control or ownership of the Borrower without the prior written consent of BMO
12. No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO
13. No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval
14. [For multiple currencies]:

If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Letter of Agreement, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Letter of Agreement in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which BMO is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its principal office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by BMO of the amount due, the Borrower will, on the date of receipt by BMO, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by BMO on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by BMO is the amount then due under this Letter of Agreement in the Currency Due. If the amount of the Currency Due which BMO is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Letter of Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by BMO from time to time and shall continue in full force and effect notwithstanding any judgment or order in respect of an amount due under this Letter of Agreement or under any judgment or order.

SCHEDULE B

REPRESENTATIONS AND WARRANTIES

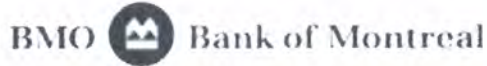
1. It has the corporate status, power and authority to enter into this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party, and to performs its obligations hereunder and thereunder
2. It is in compliance with all applicable laws (including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

SCHEDULE C

CONDITIONS PRECEDENT TO ADVANCES

1. Evidence of corporate (or other) status and authority
2. Completion and registration (as applicable) of all Security (defined herein) and other supporting documents
3. Completion of all facility documentation and account agreements and authorities, as applicable
4. Compliance with all representations and warranties contained herein
5. Compliance with all covenants (financial and non-financial) contained herein
6. No Event of Default (defined herein) shall have occurred and be continuing
7. Compliance with all laws (including environmental)
8. Payment of all fees and expenses
9. Receipt of all necessary material governmental, regulatory and other third party approvals including environmental approvals and certificates
10. Satisfactory due diligence (including, without limitation, anti-money laundering, proceeds of crime and "know your customer" requirements and procedures, environmental and insurance due diligence)
11. Repayment of all existing indebtedness (excluding permitted indebtedness), as applicable.
12. Satisfactory review of material contracts, as applicable
13. Satisfactory review by BMO (or, at BMO's option and the Borrower's expense, an insurance consultant) of insurance policies issued to the Borrower(s) and/or the Guarantor(s) and compliance with any changes required to satisfy BMO's insurance requirements
14. Disclosure of all material contingent obligations
15. Confirmation that no shares of the Borrower held by the principal shareholders have been pledged as security for any financial or other indebtedness
16. Corporate taxes of the Borrower and corporate/personal taxes of the Guarantor(s) are to be confirmed current and up-to-date
17. Satisfactory evidence that all other taxes payable by the Borrower and Guarantor(s) (including, without limitation, GST, HST, sales tax, and withholdings) have been paid to date
18. No material judgments or material legal action initiated against the Borrower and/or any Guarantor(s)
19. Any other document or action which BMO may reasonably require

Advice of Loan Terms



Further to our conversation, we are pleased to confirm your instructions for the following [Demand Loan Non-Revolving as outlined in our Letter of Agreement:

Date: February 03, 2020

Borrower Name: GILL'S VACUUM SERVICE LTD.

Loan Type: Demand Loan Non-Revolving

Loan Advance Amount: \$200,000.00

Requested Date of Advance: 05 February 2020

Funds to be Credited to: 2601-1023-000

Interest Rate: Prime plus 2.5% per annum

Selected Term: Not Applicable

Amortization: 36 months

Payment Frequency: Monthly

Payment Type: Principal

Payment Amount: \$5,555.56

First Payment Due: 29 February 2020

Thank you for your business, and I look forward to continuing to work with you to meet your financial goals.

Accepted and agreed to this 05 day of February, 2020

For renewals: GILL'S VACUUM SERVICE LTD.


Name: **KEVIN HO**
Title: Relationship Manager

Signature: _____
Name: _____
Title: _____



To: Bank of Montreal

#10

Branch of Account	422-10th Street 1-2601 Wainwright, Alberta	Date	Dec 30/02.
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The undersigned hereby requests the Bank of Montreal (the "Bank") to provide a credit facility to the undersigned, subject to the following terms and conditions:

1. DEFINED TERMS

In this Agreement, unless the subject matter or context otherwise require:

- 1.01 "Account" shall mean Account No. 1023-000 at the branch designated above.
- 1.02 "Loan" shall mean at any time the aggregate of all amounts debited to the Account (including without limitation cheques, transfers, withdrawals, interest, costs, charges and fees) in excess of the aggregate of all amounts credited to the Account.
- 1.03 "Loan Limit" shall mean - ONE HUNDRED AND FIFTY THOUSAND Canadian Dollars (\$ 150,000.00) or such lesser amount as may be calculated by the Bank from time to time under the Lending Margin Calculation, if any, set out in the Addendum hereto.
- 1.04 "Loan Rate" shall mean a rate equal to the Bank's Prime Rate plus ONE AND ONE QUARTER percent (1.25 %) per annum.
- 1.05 "Prime Rate" shall mean the floating annual rate of interest established from time to time by the Bank as the base rate it will use to determine the rate of interest payable to the Bank by borrowers from the Bank in Canadian dollars in Canada and designated by the Bank as its Prime Rate. The Prime Rate on the date hereof is FOUR AND ONE HALF percent (4.50 %) per annum.
- 1.06 "Overdraft Rate" shall mean the annual rate of interest established from time to time by the Bank as the interest rate it will use to calculate the interest payable on overdrawn accounts and designated by the Bank as the "Overdraft Rate". The Overdraft Rate on the date hereof is TWENTY ONE percent (21.00 %) per annum.
- 1.07 "Operating Fee" shall mean a fixed monthly fee of \$ 125.00.

2. ACCOUNT

- 2.01 The undersigned may from time to time draw cheques on the Account, subject to the terms hereof.
- 2.02 The undersigned shall not at any time permit the Loan to exceed the Loan Limit and shall use the Account for business purposes only.
- 2.03 The Bank is authorized to debit the Account for all fees and interest required hereunder and for all costs, charges and expenses referred to in para. 8.01.

3. CREDIT INTEREST

- 3.01 The Bank shall pay to the undersigned monthly on the last day of each month, interest at a rate from time to time determined by the Bank, for each day at the end of which, the credit balance in the Account exceeds \$10,000.00. Such interest shall be paid only on the amount of such excess, shall be determined daily and shall be calculated monthly not in advance. The Bank shall not pay any interest on any credit balance for any day at the end of which, the credit balance is \$10,000.00 or less. Any such interest payable shall be credited to the Account on the last day of each month.

4. INTEREST

- 4.01 The undersigned shall, both before and after demand or judgment, pay interest at the Loan Rate on the daily closing balance of the Loan up to the Loan Limit, such interest to be calculated and payable monthly on the last day of each month.
- 4.02 The undersigned shall, both before and after demand or judgment, pay interest at the Overdraft Rate on the amount of any daily closing balance of the Loan in excess of the Loan Limit, such interest to be calculated and payable monthly on the last day of each month, but nothing herein shall oblige the Bank to permit the Loan exceed the Loan Limit.

5. OPERATING FEE AND OTHER PAYMENTS

- 5.01 The undersigned shall pay to the Bank monthly on the last day of each month from the date of this Agreement until this Agreement is terminated a fee determined by the Bank from time to time. Such fee shall be the amount indicated in paragraph 1.07 until such amount is changed by the Bank. The monthly fee constitutes the Bank's Account charge for (a) cheques, payment orders and other items drawn on the Account, (b) withdrawals from the Account (including withdrawals which create or increase the Loan), (c) cheques or other items deposited to the Account and returned to the Bank, (d) annual Bank confirmation to the undersigned's accountants, (e) postal and customs guarantees, and (f) activity and administration fees. The undersigned will additionally pay to the Bank its standard charge for (a) honouring or dishonouring any cheque which exceeds the Loan Limit, (provided that the Bank shall not be obliged to honour any such cheque), (b) returning any cheque due to the undersigned's omission, inadvertence or negligence, (c) providing coinage, (d) processing mutilated bills, and (e) providing other services as may be agreed upon by the undersigned from time to time.
- 5.02 If by reason any law or interpretation or administration effective after the date of this Agreement, the Bank becomes liable to make a payment (not being a tax imposed on the net income, profits or gains of it) calculated by reference to the services to be supplied under the terms of this Agreement, then the undersigned agrees, within ten days after any demand by the Bank to commence paying to the Bank amounts sufficient to reimburse the Bank against such increased costs or such liability.

6. DEMAND AND TERMINATION

- 6.01 The undersigned shall pay the Loan to the Bank ON DEMAND. The Bank may at any time terminate the credit facility provided hereunder and demand payment of the Loan by notice as herein provided.
- 6.02 THE BANK MAY REFUSE TO HONOR ANY CHEQUE OR PERMIT ANY TRANSFER OR WITHDRAWAL FROM THE ACCOUNT UPON (A) ANY FAILURE OF THE UNDERSIGNED TO PERFORM OR SATISFY ANY TERM OR CONDITION HEREOF, (B) ANY DEFAULT BY THE UNDERSIGNED IN THE PERFORMANCE OF ANY OBLIGATION OF THE UNDERSIGNED TO THE BANK WHETHER CONTAINED HEREIN OR OTHERWISE, OR (C) ANY DEMAND FOR PAYMENT OF THE LOAN, WHETHER OR NOT ANY TIME PERIOD HAS LAPSED AFTER THE TIME OF THE DEMAND.

7. DOCUMENTATION

- 7.01 The undersigned shall deliver to the Bank from time to time, promptly on request, in form and substance satisfactory to the Bank:
- (a) any security required by the Bank; and
 - (b) all other documents and information required by the Bank including, if applicable, all documentation and information listed in the Addendum.
- 7.02 Any security document delivered hereunder shall be held as additional security for the indebtedness of the undersigned for the Loan, and not in substitution or in satisfaction thereof.
- 7.03 The Bank's statement for the Account at any time shall constitute prima facie evidence of the Loan.

8. COSTS

- 8.0 The undersigned shall pay all reasonable costs, charges and expenses incurred by the Bank in the preparation or enforcement of this Agreement or any security required hereunder.

9. NOTICES

- 9.01 The Bank shall not be required to notify the undersigned of changes to the Prime Rate or the Overdraft Rate or in the Bank's calculations of the Lending Margin Calculation, if any.
- 9.02 Any request for any document or information, notice of termination, demand for payment or other notice to be sent by the Bank to the undersigned in connection with this Agreement or the Account may be delivered to the undersigned (for any one of them, if more than one), or mailed by prepaid ordinary mail to the undersigned (or any one of them, if more than one) at the last known address for the undersigned (or any one of them, if more than one) in the Bank's records, and the undersigned shall be deemed to have received such request or notice on the date of delivery, if delivered, and four (4) days after mailing, if mailed.

10: GENERAL

- 10.01 The provisions of the Addendum, if any, shall be incorporated into this Agreement and form part hereof.
- 10.02 This Agreement shall be binding upon the undersigned and the respective executors, administrators, successors and assigns of the undersigned, but the undersigned shall not assign any of the rights or obligations of the undersigned hereunder without the prior written consent of the Bank.
- 10.03 The failure of either the undersigned or the Bank to require performance by the other of any provision hereof shall in no way affect the right thereafter to enforce such provision; nor shall the waiver by either party of any breach of any covenant, condition or proviso of this Agreement or any other agreement between the Bank and the undersigned be taken or held to be a waiver of any further breach of the same covenant, condition or proviso.
- 10.04 This Agreement shall be in addition to and not in substitution for any other agreement between the undersigned and the Bank.
- 10.05 The undersigned will execute the Bank's standard form of Operation of Account Agreement for the purposes of the Account. Without limiting the generality of the foregoing, the undersigned agrees that the balance shown in any statement of the Account provided to the undersigned shall be deemed to be a correct and accurate statement of the Loan as at the date of the statement, unless the undersigned has notified the Bank of errors, irregularities or omissions within the thirty day period specified in the Operation of Account Agreement.
- 10.06 Time shall be of the essence of this Agreement.
- 10.07 If more than one person (in their personal capacity) signs this Agreement, the obligations of the undersigned are joint and several and the Bank is authorized to honour any cheque drawn on the Account or pay any withdrawal from the Account to create or increase the Loan if any such cheque or withdrawal request is signed by one of the undersigned.
- 10.08 It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

Applicable
in Province
of Quebec
only.

GILL'S VACUUM SERVICE LTD.

x [Signature]
NEIL GILLARD

(To be signed by Account holder(s), or by authorized signing officer(s) in the case of corporations, societies, lodges, etc. In the case of corporations, affix seal if applicable. Please type name of corporation, society, lodge, etc. above the signature(s), if applicable and type the name of signatories below signature(s).)

**ADDENDUM
TO THE FIRSTBANK OPERATING ACCOUNT AGREEMENT**

Lending Margin Calculation

The following Lending Margin Calculation is applicable to the attached FirstBank Operating Account. The calculation and the amount of the Lending Margin Calculation is in the sole and complete discretion of the Bank, and in cases of dispute, the Lending Margin Calculation calculated by the Bank shall prevail.

The Lending Margin Calculation shall be an amount equal to:

AVAILABILITY OF FUNDS UNDER THE CREDIT FACILITY IS SUBJECT TO MAXIMUM 75% OF THE BANK'S VALUATION OF ASSIGNED ACCOUNTS RECEIVABLES LESS AMOUNTS OVER 90 DAYS & 50% MARGIN VS. EQUIPMENT, EXCLUDING EQUIPMENT SUBJECT TO PRIOR ENCUMBRANCES

Documentation

NIL

To: Bank of Montreal

#11

District Alberta North		Amendment No. 1
Branch of Account 2601 Wainwright, AB	Account No. 1023-000	Date Nov 22/12

WHEREAS the undersigned has entered into a FirstBank Operating Account Agreement dated the 30 day of
(Insert actual name of the Agreement to be amended)
 December, 2002 as amended and supplemented from time to time (the "Existing Agreement") with Bank of
 Montreal (the "Bank");

AND WHEREAS the undersigned and the Bank wish to amend the terms of the Existing Agreement in
 accordance herewith;

NOW THEREFORE, the undersigned agree with the Bank that the Existing Agreement be amended effective
 from the date hereof as follows:

1. Paragraph(s) 1.03, 1.04, 1.07 of the Existing Agreement is/are amended to read as follows:

"Loan Limit" shall mean Two Hundred and Fifty Thousand Canadian Dollars (\$250,000.00) or such lesser amount as may be calculated by the Bank from time to time under the Lending Margin Calculation, if any, set out in the Addendum hereto.

"Loan rate" shall mean a rate equal to the Bank's Prime Rate plus Two and Three Quarter percent (2.75%) per annum.

"Operating Fee" shall mean a fixed monthly fee of \$150.00

2. The Addendum to the Agreement is amended to read as follows:

N/A

3. The undersigned hereby ratifies, confirms, acknowledges and agrees that it is and continues to be bound by all of the obligations, indebtedness and liabilities of and grants of security made by it under each of the security documents under, pursuant to or in connection with the Existing Agreement, including without limitation any agreement or instrument creating or granting a hypothec, security under the *Bank Act* (Canada), mortgage, pledge, fixed or floating charge, assignment by way of security or any other security interest securing payment or performance of an obligation under or pursuant to the Existing Agreement (herein, collectively, the "Security Documents") and each certificate or other document delivered pursuant to or in connection with the Existing Agreement or the Security Document (the Security Documents and such certificates or other documents are herein, collectively, the "Loan Documents"), and the undersigned acknowledges that the Bank is relying expressly upon the Loan Documents and such ratifications, confirmations, acknowledgements and agreements by the undersigned herein in entering into this Agreement and providing any accommodations under the Existing Agreement, as hereby amended, notwithstanding any amendment or restatement set forth herein.


4. As and from the date hereof, all references to the Existing Agreement in any of the Loan Documents shall be construed as being a reference to the Existing Agreement, as hereby amended and restated.

5. This Agreement is made under express reserve of all the terms and conditions of the Loan Documents and all rights in favour of the Bank hereunder and thereunder and without novation of any kind or derogation from the rank and priority of the Security Documents. Without derogating from or restricting in any way the Security Documents, all present and future obligations under or pursuant to the Existing Agreement, as hereby amended, shall continue to be secured by the Security Documents. All of the provisions hereof are without novation.
6. All other terms and conditions of the Existing Agreement remain in full force and effect, unamended.
7. The undersigned declares that it is his/its express wish that this document and all related documents be drawn up in English. *Le soussigné déclare que le présent document ainsi que tous les documents qui s'y rattachent, sont rédigés en anglais selon sa volonté expresse.*

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date set forth above.

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

Gill's Vacuum Service Ltd
(Name of Entity)

By: 
Name: Neil Gillard
Title: President

To: Bank of Montreal

District Alberia North		Amendment No. 3
Branch of Account 2601 Wainwright, AB	Account No. 1023-000	Date Aug 13, 2013

WHEREAS the undersigned has entered into a First Bank Operating Account Agreement dated the 30 day of
(Insert actual name of the Agreement to be amended)
 December, 2002 as amended and supplemented from time to time (the "Existing Agreement") with Bank of
 Montreal (the "Bank");

AND WHEREAS the undersigned and the Bank wish to amend the terms of the Existing Agreement in
 accordance herewith;

NOW THEREFORE, the undersigned agree with the Bank that the Existing Agreement be amended effective
 from the date hereof as follows:

1. Paragraph(s) 1.03 of the Existing Agreement is/are amended to read as follows:

"Loan Limit" shall mean Three Hundred and Fifty Thousand Canadian Dollars (\$350,000.00) or such lesser amount as may be calculated by the Bank from time to time under the Lending Margin Calculation, if any, set out in the Addendum hereto.

2. The Addendum to the Agreement is amended to read as follows:

N/A


3. The undersigned hereby ratifies, confirms, acknowledges and agrees that it is and continues to be bound by all of the obligations, indebtedness and liabilities of and grants of security made by it under each of the security documents under, pursuant to or in connection with the Existing Agreement, including without limitation any agreement or instrument creating or granting a hypothec, security under the *Bank Act* (Canada), mortgage, pledge, fixed or floating charge, assignment by way of security or any other security interest securing payment or performance of an obligation under or pursuant to the Existing Agreement (herein, collectively, the "Security Documents") and each certificate or other document delivered pursuant to or in connection with the Existing Agreement or the Security Document (the Security Documents and such certificates or other documents are herein, collectively, the "Loan Documents"), and the undersigned acknowledges that the Bank is relying expressly upon the Loan Documents and such ratifications, confirmations, acknowledgements and agreements by the undersigned herein in entering into this Agreement and providing any accommodations under the Existing Agreement, as hereby amended, notwithstanding any amendment or restatement set forth herein.
4. As and from the date hereof, all references to the Existing Agreement in any of the Loan Documents shall be construed as being a reference to the Existing Agreement, as hereby amended and restated.
5. This Agreement is made under express reserve of all the terms and conditions of the Loan Documents and all rights in favour of the Bank hereunder and thereunder and without novation of any kind or derogation from the rank and priority of the Security Documents. Without derogating from or restricting in any way the Security Documents, all present and future obligations under or pursuant to the Existing Agreement, as hereby amended, shall continue to be secured by the Security Documents. All of the provisions hereof are without novation.

6. All other terms and conditions of the Existing Agreement remain in full force and effect, unamended.
7. The undersigned declares that it is his/its express wish that this document and all related documents be drawn up in English. *Le soussigné déclare que le présent document ainsi que tous les documents qui s'y rattachent, sont rédigés en anglais selon sa volonté expresse.*

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date set forth above.

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

Gill's Vacuum Service Ltd
(Name of Entity)

By: 
Name: Neil Gillard
Title: _____

To: Bank of Montreal

District Alberta North		Amendment No. 5
Branch of Account 2601 Wainwright, AB	Account No. (2601) 1023-000	Date July 9, 2014

WHEREAS the undersigned has entered into a First Bank Operating Account Agreement dated the 30 day of December, 2002 as amended and supplemented from time to time (the "Existing Agreement") with Bank of Montreal (the "Bank");

AND WHEREAS the undersigned and the Bank wish to amend the terms of the Existing Agreement in accordance herewith;

NOW THEREFORE, the undersigned agree with the Bank that the Existing Agreement be amended effective from the date hereof as follows:

1. Paragraph(s) 1.03 of the Existing Agreement is/are amended to read as follows:

"Loan Limit" shall mean Four Hundred Thousand Canadian Dollars (\$400,000.00) or such lesser amount as may be calculated by the Bank from time to time under the Lending Margin Calculation, if any, set out in the Addendum hereto.

2. The Addendum to the Agreement is amended to read as follows:

N/A


3. The undersigned hereby ratifies, confirms, acknowledges and agrees that it is and continues to be bound by all of the obligations, indebtedness and liabilities of and grants of security made by it under each of the security documents under, pursuant to or in connection with the Existing Agreement, including without limitation any agreement or instrument creating or granting a hypothec, security under the *Bank Act* (Canada), mortgage, pledge, fixed or floating charge, assignment by way of security or any other security interest securing payment or performance of an obligation under or pursuant to the Existing Agreement (herein, collectively, the "Security Documents") and each certificate or other document delivered pursuant to or in connection with the Existing Agreement or the Security Document (the Security Documents and such certificates or other documents are herein, collectively, the "Loan Documents"), and the undersigned acknowledges that the Bank is relying expressly upon the Loan Documents and such ratifications, confirmations, acknowledgements and agreements by the undersigned herein in entering into this Agreement and providing any accommodations under the Existing Agreement, as hereby amended, notwithstanding any amendment or restatement set forth herein.
4. As and from the date hereof, all references to the Existing Agreement in any of the Loan Documents shall be construed as being a reference to the Existing Agreement, as hereby amended and restated.
5. This Agreement is made under express reserve of all the terms and conditions of the Loan Documents and all rights in favour of the Bank hereunder and thereunder and without novation of any kind or derogation from the rank and priority of the Security Documents. Without derogating from or restricting in any way the Security Documents, all present and future obligations under or pursuant to the Existing Agreement, as hereby amended, shall continue to be secured by the Security Documents. All of the provisions hereof are without novation.

6. All other terms and conditions of the Existing Agreement remain in full force and effect, unamended.
7. The undersigned declares that it is his/its express wish that this document and all related documents be drawn up in English. *Le soussigné déclare que le présent document ainsi que tous les documents qui s'y rattachent, sont rédigés en anglais selon sa volonté expresse.*

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date set forth above.

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

GILL'S VACUUM SERVICE LTD
(Name of Entity)

By: 
Name: Neil Gillard
Title: _____

To: Bank of Montreal

District Alberta North		Amendment No. 6
Branch of Account 422 10th Street Wainwright, AB T9W 1P5	Account No. 2601-1023-000	Date Feb 10/16

WHEREAS the undersigned has entered into a First Bank Operating Account Agreement dated the 30th day of December, 2002 as amended and supplemented from time to time (the "Existing Agreement") with Bank of Montreal (the "Bank");

AND WHEREAS the undersigned and the Bank wish to amend the terms of the Existing Agreement in accordance herewith;

NOW THEREFORE, the undersigned agree with the Bank that the Existing Agreement be amended effective from the date hereof as follows:

1. Paragraph(s) 1.04 of the Existing Agreement is/are amended to read as follows:
 - 1.04 "Loan Rate"** shall mean a rate equal to the Bank's Prime Rate plus Three per cent (3.00%) per annum.
2. The Addendum to the Agreement is amended to read as follows:
 - No amendments to this section.
3. The undersigned hereby ratifies, confirms, acknowledges and agrees that it is and continues to be bound by all of the obligations, indebtedness and liabilities of and grants of security made by it under each of the security documents under, pursuant to or in connection with the Existing Agreement, including without limitation any agreement or instrument creating or granting a hypothec, security under the *Bank Act* (Canada), mortgage, pledge, fixed or floating charge, assignment by way of security or any other security interest securing payment or performance of an obligation under or pursuant to the Existing Agreement (herein, collectively, the "Security Documents") and each certificate or other document delivered pursuant to or in connection with the Existing Agreement or the Security Document (the Security Documents and such certificates or other documents are herein, collectively, the "Loan Documents"), and the undersigned acknowledges that the Bank is relying expressly upon the Loan Documents and such ratifications, confirmations, acknowledgements and agreements by the undersigned herein in entering into this Agreement and providing any accommodations under the Existing Agreement, as hereby amended, notwithstanding any amendment or restatement set forth herein.
4. As and from the date hereof, all references to the Existing Agreement in any of the Loan Documents shall be construed as being a reference to the Existing Agreement, as hereby amended and restated.
5. This Agreement is made under express reserve of all the terms and conditions of the Loan Documents and all rights in favour of the Bank hereunder and thereunder and without novation of any kind or derogation from the rank and priority of the Security Documents. Without derogating from or restricting in any way the Security Documents, all present and future obligations under or pursuant to the Existing Agreement, as hereby amended, shall continue to be secured by the Security Documents. All of the provisions hereof are without novation.
6. All other terms and conditions of the Existing Agreement remain in full force and effect, unamended.

7. The undersigned declares that it is his/its express wish that this document and all related documents be drawn up in English. *Le soussigné déclare que le présent document ainsi que tous les documents qui s'y rattachent, sont rédigés en anglais selon sa volonté expresse.*

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date set forth above.

GILL'S VACUUM SERVICE LTD.

By: 
Name: Neil Gillard
Title: Authorized Signatory

10 Feb 2016 \$ 78,000.00
Date

2601 Wainwright, AB

Branch

On demand I promise to pay to the order of Bank of Montreal

the sum of Seventy Eight Thousand /100 Dollars

and to pay interest Monthly at a rate of 2.500 per cent per annum above the Bank

(insert: monthly, quarterly, semi annually or annually, as appropriate)

of Montreal's prime interest rate per annum in effect from time to time, up to and after maturity, compounded monthly from the due date of such interest until actual payment at the above mentioned branch of the Bank of Montreal. At the date of this note such prime interest rate per annum is 2.700 per cent. Value received.

Gill's Vacuum Service Ltd

FOR INTERNAL BANK USE ONLY

Credit Deposit Account No. (2601) 1023-000	Loan Account No. <u>2601 6997 584</u>	Initials <u>NG</u>
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Prod. 1057738 - Form. 808 (02/05) 10/02/2016 10:41 am



Neil Gillard

Insert Name and Title

Date : July 9, 2014

Client /address: Gill's Vacuum Service Ltd
Box 184
Swan Hills, AB

Attention: Neil Gillard

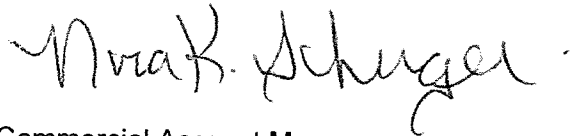
Commitment of Financing

Further to our recent discussion, I am pleased to provide our Commitment of Financing detailing the terms and conditions approved in response to your request.

Please review the enclosed letter and once you have determined that the terms and conditions as outlined are acceptable, please execute and return a copy of the Commitment of Financing in order for us to commence the preparation of documentation.

Should you have any questions and/or comments please do not hesitate to contact me in order to discuss in detail.

Yours truly,



Commercial Account Manager

Facility #1 FIRST BANK OPERATING ACCOUNT # 1023-000

Credit Limit : \$400,000.00, subject to terms and conditions as outlined herein.

Purpose : Operating expenses.

Repayment: On Demand, to revolve and fluctuate with on going business activity.
Interest to be paid monthly.

Interest Rate: Bank of Montreal Prime Rate plus 5.00 percent per annum, floating, accrued from day to day, calculated and payable monthly in arrears based on a calendar year.

Fees: A monthly fee of \$150.00⁴ is payable (subject to review and adjustment annually by the Bank). This monthly fee includes current account transaction activity.

Facility #2 Demand Loan Non-Revolving Account # 6015-966

Balance: \$9,100.00

Purpose: Purchase Cadillac SUV

Repayment: Loan is repayable on demand. At the Bank's discretion we are accepting regular monthly payments of \$700.00 over **60 months**. **Monthly** payments are debited automatically from your Current account.

Interest Rate: Bank of Montreal Prime rate plus 5.50 percent per annum floating, accrued from day to day, calculated and payable monthly in arrears based on a calendar year.

Facility #3 Demand Loan Non-Revolving Account # 6015-958

Balance: \$86,666.71

Purpose: Purchase and set up Hydro-Vac Unit

Repayment: Loan is repayable on demand. At the Bank's discretion we are accepting regular monthly payments of \$6,666.67 over 60 months. Monthly payments are debited automatically from your Current account.

Interest Rate: Bank of Montreal Prime rate plus 5.50 percent per annum floating, accrued from day to day, calculated and payable monthly in arrears based on a calendar year.

Facility #4 Demand Loan Non-revolving Account # 6015-990

Balance: \$81,250.00

Purpose: Purchase and set up Hydro-Vac Unit

Repayment: Loan is repayable on demand. At the Bank's discretion we are accepting regular monthly payments of \$6,250.00 over 60 months. Monthly payments are debited automatically from your Current account.

Interest Rate: Bank of Montreal Prime rate plus 5.50 percent per annum floating, accrued from day to day, calculated and payable monthly in arrears based on a calendar year.

Facility #5 Demand Loan Non-Revolving Account # 6999-408

Balance: \$21,262.50

Purpose: Purchase 2011 Diesel 4x4 truck

Repayment: Loan is repayable on demand. At the Bank's discretion we are accepting regular monthly payments of \$787.50 over 60 months. Monthly payments are debited automatically from your Current account.

Interest Rate: Bank of Montreal Prime rate plus 5.50 percent per annum floating, accrued from day to day, calculated and payable monthly in arrears based on a calendar year.

Facility #6 Demand Loan Non-Revolving

Authorized Max 80% of C/P or \$30,000

Purpose: Purchase truck

Repayment: Loan is repayable on demand. At the Bank's discretion we will be accepting regular monthly Payments over 48 months. Monthly payments will be debited automatically from your Current account.

Interest Rate: Bank of Montreal Prime rate plus 6.00 percent per annum floating, accrued from day To day, calculated and payable monthly in arrears based on a calendar year.

Prime Rate: "Prime Rate" means the floating annual rate of interest established from time to time by the Bank of Montreal as the reference rate it will use to determine rates of interest on Canadian dollar loans, to borrowers in Canada.

Security: Prior to any funds being advanced to the Borrower by the Bank, the following security documents will be executed, registered and delivered to the Bank in a form and content satisfactory to the Bank and its solicitors:

SECURITY NOW HELD BY THE BANK

- a) First Bank Operating Account Agreement in the amount of \$150,000.00
- b) Amending Agreement in the amount of \$250,000.00 and \$350,00.00
- c) Registered General Security Agreement providing the Bank with a first charge over all present and future acquired assets of the company, registered in Alberta.
- d) Assignment of full cover insurance with standard mortgage clause showing the Bank as loss payee.
- e) An unconditional Guarantee by Neil Gillard of payment of all present and future debts and liabilities, both direct and indirect, of the Borrower to the Bank up to the sum of \$1,256,000.00.
- f) An unconditional Guarantee by 693235 Alberta Ltd of payment of all present and future debts and liabilities, both direct and indirect, of the Borrower to the Bank up to the sum of \$350,000.00.
- g) Commercial life insurance for Neil Gillard in the amount of \$250,000.00 (FBOA) and commercial life insurance waivers from Neil Gillard for all demand loan non-revolving advances.

SECURITY TO BE PROVIDED FOR NEW FUNDING:

- a) Facility #6: Promissory note , Schedule I to LF 377 GSA dated Feb 10, 2000, Bill of Sale, Assignment Insurance, Commercial Life Insurance acceptance/waiver from Neil Gillard.
- b) Facility #1: Amending Agreement in the amount of \$400,000.00. Commercial Life Insurance acceptance/waiver for \$100M increase

Conditions precedent to draw down:

- a) The security set out above executed, registered and delivered to the Bank in form and content satisfactory to the Bank and its solicitors.

General Conditions:

- a) The Borrower confirms that it is a corporation duly incorporated and validly subsisting under the law of Alberta and has the power, capacity and authority to own its property and assets and to conduct business in all jurisdictions in which such business is conducted.
- b) The Borrower is duly authorized and empowered to execute, deliver, observe and perform its obligations under this agreement and the entering into and the observance and performance by the Borrower of this agreement has been duly authorized by all necessary corporate actions.

- c) There is no litigation and there are no legal proceedings pending or threatened against the Borrower before any court or agency which could materially affect the financial condition, assets or operations which are not disclosed in the Borrower's most recent financial statements.
- d) The bank is to be advised of any changes to senior management of the company within 15 days of the management structure changes.
- e) The Borrower shall not sell, assign, transfer or convey in any manner whatsoever its right, patents, trade secrets, licenses, registered trademarks or any intellectual or industrial property without the Bank of Montreal's prior written approval, consent to which shall be unreasonably withheld.

Events of default :

The whole of the principal sum outstanding and all interest accruing thereon shall immediately become due and payable and all security become enforceable without notice or demand upon the occurrence of any of the following events:

- a) Failure to pay the Bank any instalment of interest or principal on the date same is due.
- b) Failure of the Borrower to perform or observe each and every covenant, proviso, condition or obligation herein or in any further documents relating to the loan.
- c) If the Borrower sells or agrees to sell the property without the Bank's consent in writing.
- d) If the Borrower or any guarantor makes an assignment for the benefit of creditors or a proposal in bankruptcy, or if a bankruptcy petition is presented against it or any of the guarantors.
- e) If Borrower or any guarantor allows a creditor to enter judgement against it (or them) by reason of its (or theirs) inability to pay a debt.
- f) If Borrower breaches any undertaking or warranty made herein or should any representation be false.
- g) Any other event of default as may be considered advisable by the Bank's solicitor.

Representation and Warranties:

This commitment is conditional upon the representation and warranty of **Gill's Vacuum Service Ltd.**

- a) That the Borrower is a corporation duly incorporated and validly subsisting under the laws of Alberta and has the power, capacity and authority to own its property and assets and to conduct business in all jurisdictions in which such business is conducted.

- b) That the Borrower is duly authorized and empowered to execute, deliver, observe and perform its obligations under this agreement and the entering into and the observance and performance by the Borrower of this agreement has been duly authorized by all necessary corporate actions.
- c) That the Borrower is in good standing with corporate taxes and levies paid up to date.
- d) That there are no actions, suits or proceedings pending, or to the knowledge of the Borrowers' officers, threatened against the Borrower or the guarantors such as might result in a material or adverse change in the Borrower's or the guarantor's condition.

Reporting Requirements:

Annually:

- a) Annual Notice to Reader financial statements within **120 days of fiscal year end**
- b) Signed personal financial statement of Neil Gillard and most recent personal income tax return are to be submitted concurrently with annual financial statements.

Environmental: You will carry on your business, and maintain your assets and property, in accordance with all applicable environmental laws and regulations. The borrower to notify the bank if any release, deposit, discharge or disposal of pollutants of any sort damaging to the environment. The borrower will take the appropriate remedial action in the event of a violation of any environmental law. The borrower indemnifies the bank against any and all alleged liability arising out of any environmental damage on Borrower property.

Set Up Fee: An application fee of \$500.00 has been automatically debited from your Current Account.

Annual Review Fee: A fee of \$450.00 is payable on a yearly basis. (Subject to review and adjustment annually by the bank).

Late Reporting Fee: \$100 per occurrence for late delivery of any of the above required reports.

Application Fee, New/Increased Authorization: ½% of new authorization amount.

Legal Fees: The Borrower shall pay all legal fees and disbursements respecting the carrying out of this transaction and the guarantors agree that they will be specifically liable for such fees in the event that the Borrower does not pay them, and that the liability of the guarantors and the Borrower shall be joint and several in connection therewith. In the event that the transaction proceeds in accordance with this commitment, the Bank's solicitors will deduct said fees from the loan advance.

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

All accounting and other professional fees including all present and future legal fees required in handling the account.

Review: These credit facilities are subject to the Bank's right of periodic review, not less frequently than annually and are made available to the Borrower at the sole discretion of the Bank.

Next scheduled review date: October 31, 2014.

Confidentiality: The terms of this Agreement are confidential between you and the Bank of Montreal. You therefore agree not to disclose the contents of this Agreement to anyone except your professional advisors.

In accepting this commitment you acknowledge that, if in the opinion of the Bank, a material adverse change in risk occurs, including without limiting the generality of the foregoing, any material adverse change in the financial condition of the Borrower, any obligation to advance some or all of the above facilities may be withdrawn or cancelled.

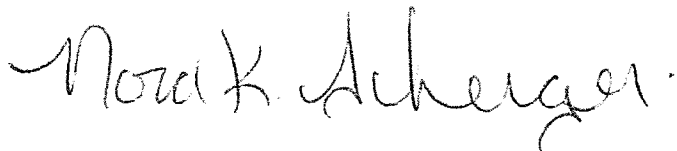
This commitment will lapse unless an accepted copy of same is received by the Bank not later **than July 31, 2014.**

On this understanding, we request your acceptance by **signing and returning the enclosed copy of the letter by July 31, 2014.** At that point accounts will be opened and security documentation will be prepared. If we do not receive a signed copy by July 31, 2014, then this offer will expire.

We wish to thank you for approaching the Bank of Montreal for your borrowing requirements and we look forward to our ongoing mutually beneficial banking relationship.

Yours truly,

Bank of Montreal



Nora K. Scherger
Commercial Account Manager

Acknowledgement:

We hereby accept the within commitment and undertake to provide the security and documentation outlined.

By Gill's Vacuum service Ltd.



Neil Gillard

Guarantors:

Name: Neil Gillard
Neil Gillard

693235 Alberta Ltd o/a Kinsella Plastics



Neil Gillard.

98

2601 Wainwright, Ab

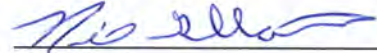
Date Aug 20/13 \$ 50,000.00

Branch _____

On demand I promise to pay to the order of Bank of Montreal

the sum of Fifty Thousand /100 Dollars
and to pay interest Monthly at a rate of 2.75 per cent per annum above the Bank
(insert: monthly, quarterly, semi annually or annually, as appropriate)
of Montreal's prime interest rate per annum in effect from time to time, up to and after maturity, compounded monthly from the due date of
such interest until actual payment at the above mentioned branch of the Bank of Montreal. At the date of this note such prime interest rate
per annum is 3.00 per cent. Value received.

Gill's Vacuum Service Ltd



Neil Gillard

FOR INTERNAL BANK USE ONLY

Credit Deposit Account No. (2601) 1023-000	Loan Account No. <u>2601-6998-552</u>	Initials <u>NG</u>
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Date : August 19, 2013

Client /address: Gill's Vacuum Service Ltd
Box 184
Swan Hills, AB

Attention: Neil Gillard

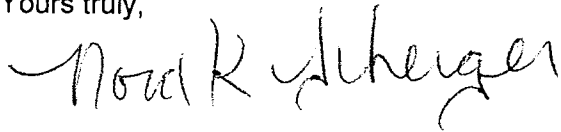
Commitment of Financing

Further to our recent discussion, I am pleased to provide our Commitment of Financing detailing the terms and conditions approved in response to your request.

Please review the enclosed letter and once you have determined that the terms and conditions as outlined are acceptable, please execute and return a copy of the Commitment of Financing in order for us to commence the preparation of documentation.

Should you have any questions and/or comments please do not hesitate to contact me in order to discuss in detail.

Yours truly,



Commercial Account Manager

Facility #1 FIRST BANK OPERATING ACCOUNT # 1023-000

Credit Limit: \$350,000.00, subject to terms and conditions as outlined herein.

Purpose: Operating expenses.

Repayment: On Demand, to revolve and fluctuate with on going business activity.
Interest to be paid monthly.

Interest Rate: Bank of Montreal Prime Rate plus 2.75 percent per annum, floating, accrued from day to day, calculated and payable monthly in arrears based on a calendar year.

Fees: A monthly fee of \$150.00 is payable (subject to review and adjustment annually by the Bank). This monthly fee includes current account transaction activity.

Facility #2 Demand Loan Non-Revolving Account # 6015-966

Balance: \$16,800.00

Purpose: Purchase Cadillac SUV

Repayment: Loan is repayable on demand. At the Bank's discretion we are accepting regular monthly payments of \$700.00 over **60 months**. **Monthly** payments are debited automatically from your Current account.

Interest Rate: Bank of Montreal Prime rate plus 3.25 percent per annum floating, accrued from day to day, calculated and payable monthly in arrears based on a calendar year.

Facility #3 Demand Loan Non-Revolving Account # 6015-958

Balance: \$160,000.00

Purpose: Purchase and set up Hydro-Vac Unit

Repayment: Loan is repayable on demand. At the Bank's discretion we are accepting regular monthly payments of \$6,666.67 over 60 months. Monthly payments are debited automatically from your Current account.

Interest Rate: Bank of Montreal Prime rate plus 3.25 percent per annum floating, accrued from day to day, calculated and payable monthly in arrears based on a calendar year.

Facility #4 Demand Loan Non-revolving Account # 6015-990

Balance: \$150,000.00

Purpose: Purchase and set up Hydro-Vac Unit

Repayment: Loan is repayable on demand. At the Bank's discretion we are accepting regular monthly payments of \$6,250.00 over 60 months. Monthly payments are debited automatically from your Current account.

Interest Rate: Bank of Montreal Prime rate plus 3.25 percent per annum floating, accrued from day to day, calculated and payable monthly in arrears based on a calendar year.

Facility #5 Demand Loan Non-Revolving Account # 6999-408

Balance: \$29,925.00

Purpose: Purchase 2011 Diesel 4x4 truck

Repayment: Loan is repayable on demand. At the Bank's discretion we are accepting regular monthly payments of \$787.50 over 60 months. Monthly payments are debited automatically from your Current account.

Interest Rate: Bank of Montreal Prime rate plus 3.25 percent per annum floating, accrued from day to day, calculated and payable monthly in arrears based on a calendar year.

Facility #6 Demand Loan Non-Revolving

Authorized \$50,000.00

Purpose: Temporary Operating

Repayment: Due in full 6 months from advance.

Interest Rate: Bank of Montreal Prime rate plus 2.75percent per annum floating, accrued from day To day, calculated and payable monthly in arrears based on a calendar year.

Prime Rate: "Prime Rate" means the floating annual rate of interest established from time to time by the Bank of Montreal as the reference rate it will use to determine rates of interest on Canadian dollar loans, to borrowers in Canada.

Security: Prior to any funds being advanced to the Borrower by the Bank, the following security documents will be executed, registered and delivered to the Bank in a form and content satisfactory to the Bank and its solicitors:

SECURITY NOW HELD BY THE BANK

- a) First Bank Operating Account Agreement in the amount of \$150,000.00
- b) Amending Agreement in the amount of \$250,000.00 and \$350,00.00
- c) Registered General Security Agreement providing the Bank with a first charge over all present and future acquired assets of the company, registered in Alberta.
- d) Assignment of full cover insurance with standard mortgage clause showing the Bank as loss payee.
- e) An unconditional Guarantee by Neil Gillard of payment of all present and future debts and liabilities, both direct and indirect, of the Borrower to the Bank up to the sum of \$1,256,000.00.
- f) An unconditional Guarantee by 693235 Alberta Ltd of payment of all present and future debts and liabilities, both direct and indirect, of the Borrower to the Bank up to the sum of \$350,000.00.
- g) Commercial life insurance for Neil Gillard in the amount of \$250,000.00 (FBOA) and commercial life insurance waivers from Neil Gillard for all demand loan non-revolving advances.

SECURITY TO BE PROVIDED FOR NEW FUNDING:

- a) Promissory note in the amount of \$50,000.00
- b) Commercial life insurance acceptance/waiver by Neil Gillard.

Conditions precedent to draw down:

- a) The security set out above executed, registered and delivered to the Bank in form and content satisfactory to the Bank and its solicitors.

General Conditions:

- a) The Borrower confirms that it is a corporation duly incorporated and validly subsisting under the law of Alberta and has the power, capacity and authority to own its property and assets and to conduct business in all jurisdictions in which such business is conducted.
- b) The Borrower is duly authorized and empowered to execute, deliver, observe and perform its obligations under this agreement and the entering into and the observance and performance by the Borrower of this agreement has been duly authorized by all necessary corporate actions.
- c) There is no litigation and there are no legal proceedings pending or threatened against the Borrower before any court or agency which could materially affect the financial condition, assets or operations which are not disclosed in the Borrower's most recent financial statements.
- d) The bank is to be advised of any changes to senior management of the company within 15 days of the

- management structure changes.
- e) The Borrower shall not sell, assign, transfer or convey in any manner whatsoever its right, patents, trade secrets, licenses, registered trademarks or any intellectual or industrial property without the Bank of Montreal's prior written approval, consent to which shall be unreasonably withheld.

Events of default :

The whole of the principal sum outstanding and all interest accruing thereon shall immediately become due and payable and all security become enforceable without notice or demand upon the occurrence of any of the following events:

- a) Failure to pay the Bank any instalment of interest or principal on the date same is due.
- b) Failure of the Borrower to perform or observe each and every covenant, proviso, condition or obligation herein or in any further documents relating to the loan.
- c) If the Borrower sells or agrees to sell the property without the Bank's consent in writing.
- d) If the Borrower or any guarantor makes an assignment for the benefit of creditors or a proposal in bankruptcy, or if a bankruptcy petitions is presented against it or any of the guarantors.
- e) If Borrower or any guarantor allows a creditor to enter judgement against it (or them) by reason of its (or theirs) inability to pay a debt.
- f) If Borrower breaches any undertaking or warranty made herein or should any representation be false.
- g) Any other event of default as may be considered advisable by the Bank's solicitor.

Representation and Warranties:

This commitment is conditional upon the representation and warranty of **Gill's Vacuum Service Ltd.**

- a) That the Borrower is a corporation duly incorporated and validly subsisting under the laws of Alberta and has the power, capacity and authority to own its property and assets and to conduct business in all jurisdictions in which such business is conducted.
- b) That the Borrower is duly authorized and empowered to execute, deliver, observe and perform its

obligations under this agreement and the entering into and the observance and performance by the Borrower of this agreement has been duly authorized by all necessary corporate actions.

- c) That the Borrower is in good standing with corporate taxes and levies paid up to date.
- d) That there are no actions, suits or proceedings pending, or to the knowledge of the Borrowers' officers, threatened against the Borrower or the guarantors such as might result in a material or adverse change in the Borrower's or the guarantor's condition.

Reporting Requirements:

Annually:

- a) Annual Notice to Reader financial statements within **120 days of fiscal year end**
- b) Signed personal financial statement of Neil Gillard and most recent personal income tax return are to be submitted concurrently with annual financial statements.

Environmental: You will carry on your business, and maintain your assets and property, in accordance with all applicable environmental laws and regulations. The borrower to notify the bank if any release, deposit, discharge or disposal of pollutants of any sort damaging to the environment. The borrower will take the appropriate remedial action in the event of a violation of any environmental law. The borrower indemnifies the bank against any and all alleged liability arising out of any environmental damage on Borrower property.

Set Up Fee: An application fee of \$500.00 has been automatically debited from your Current Account.

Annual Review Fee: A fee of \$350.00 is payable on a yearly basis. (Subject to review and adjustment annually by the bank).

Late Reporting Fee: \$100 per occurrence for late delivery of any of the above required reports.

Application Fee, New/Increased Authorization: ½% of new authorization amount.

Legal Fees: The Borrower shall pay all legal fees and disbursements respecting the carrying out of this transaction and the guarantors agree that they will be specifically liable

for such fees in the event that the Borrower does not pay them, and that the liability of the guarantors and the Borrower shall be joint and several in connection therewith. In the event that the transaction proceeds in accordance with this commitment, the Bank's solicitors will deduct said fees from the loan advance.

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

All accounting and other professional fees including all present and future legal fees required in handling the account.

Review: These credit facilities are subject to the Bank's right of periodic review, not less frequently than annually and are made available to the Borrower at the sole discretion of the Bank.

Next scheduled review date: October 31, 2013.

Confidentiality: The terms of this Agreement are confidential between you and the Bank of Montreal. You therefore agree not to disclose the contents of this Agreement to anyone except your professional advisors.

In accepting this commitment you acknowledge that, if in the opinion of the Bank, a material adverse change in risk occurs, including without limiting the generality of the foregoing, any material adverse change in the financial condition of the Borrower, any obligation to advance some or all of the above facilities may be withdrawn or cancelled.

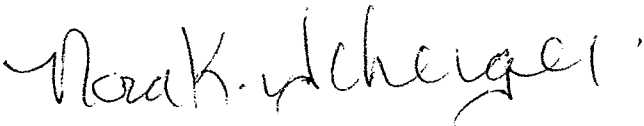
This commitment will lapse unless an accepted copy of same is received by the Bank not later **than August 31, 2013.**

On this understanding, we request your acceptance by **signing and returning the enclosed copy of the letter by August 31, 2013.** At that point accounts will be opened and security documentation will be prepared. If we do not receive a signed copy by August 31, 2013, then this offer will expire.

We wish to thank you for approaching the Bank of Montreal for your borrowing requirements and we look forward to our ongoing mutually beneficial banking relationship.

Yours truly,

Bank of Montreal




Nora K. Scherger
Commercial Account Manager

Acknowledgement:

We hereby accept the within commitment and undertake to provide the security and documentation outlined.

By Gill's Vacuum service Ltd.




Neil Gillard

Guarantors:

Name: 

Neil Gillard

693235 Alberta Ltd o/a Kinsella Plastics



Neil Gillard.

2601 Wainwright, AB

Date APR 12/2012 \$ 95,925.00

Branch _____

On demand I promise to pay to the order of Bank of Montreal the sum of Ninety Five Thousand Nine Hundred and Twenty Five /100 Dollars and to pay interest Monthly at a rate of 3.000 per cent per annum above the Bank of Montreal's prime interest rate per annum in effect from time to time, up to and after maturity, compounded monthly from the due date of such interest until actual payment at the above mentioned branch of the Bank of Montreal. At the date of this note such prime interest rate per annum is 3.000 per cent. Value received.

Gill's Vacuum Service Ltd


Neil Gillard

FOR INTERNAL BANK USE ONLY

Credit Deposit Account No. (2601) 1023-000	Loan Account No.	Initials N
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60

2601 Wainwright, AB

Date Sept 28/11 \$ 47,250.00

Branch _____

On demand I promise to pay to the order of Bank of Montreal

the sum of Fourty Seven Thousand Two Hundred and Fifty /100 Dollars

and to pay interest Monthly at a rate of 2.375 per cent per annum above the Bank

(insert: monthly, quarterly, semi annually or annually, as appropriate)

of Montreal's prime interest rate per annum in effect from time to time, up to and after maturity, compounded monthly from the due date of such interest until actual payment at the above mentioned branch of the Bank of Montreal. At the date of this note such prime interest rate per annum is 3.00 per cent. Value received.

Gill's Vacuum Service Ltd



Neil Gillard

FOR INTERNAL BANK USE ONLY

Credit Deposit Account No. (2601) 1023-000	Loan Account No.	Initials N.
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2601 Wainwright, AB

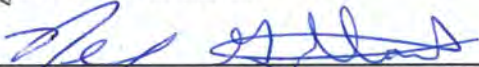
30

Date July 19/2010 \$ 42,000.00

Branch _____

On demand I promise to pay to the order of Bank of Montreal the sum of — Forty Two Thousand — /100 Dollars and to pay interest Monthly at a rate of 1.875 per cent per annum above the Bank of Montreal's prime interest rate per annum in effect from time to time, up to and after maturity, compounded monthly from the due date of such interest until actual payment at the above mentioned branch of the Bank of Montreal. At the date of this note such prime interest rate per annum is 2.50 per cent. Value received.

Gill's Vacuum Service Ltd.



Neil Gillard - President

FOR INTERNAL BANK USE ONLY

Credit Deposit Account No. (2601) 1023-000	Loan Account No. <u>2601-6015-966</u>	Initials <u>NG</u>
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50

Aug 11, 2010 Date \$ 375,000.00

2601 Wainwright, AB


Branch _____

On demand I promise to pay to the order of Bank of Montreal

the sum of Three Hundred & Seventy Five Thousand /100 Dollars

and to pay interest Monthly at a rate of 1.875 per cent per annum above the Bank
(insert: monthly, quarterly, semi annually or annually, as appropriate)
of Montreal's prime interest rate per annum in effect from time to time, up to and after maturity, compounded monthly from the due date of such interest until actual payment at the above mentioned branch of the Bank of Montreal. At the date of this note such prime interest rate per annum is 2.75 per cent. Value received.

Gill's Vacuum Service Ltd.



Neil Gillard - President

FOR INTERNAL BANK USE ONLY

Credit Deposit Account No. (2601) 1023-000	Loan Account No. <u>2601-6015-990</u>	Initials
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2601 Wainwright, AB

#40

Date July 19/2010 \$ 400,000.00

Branch _____

On demand I promise to pay to the order of Bank of Montreal

the sum of Four Hundred Thousand /100 Dollars

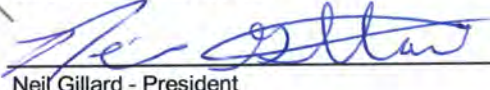
and to pay interest Monthly at a rate of 1.875 per cent per annum above the Bank

(insert: monthly, quarterly, semi annually or annually, as appropriate)

of Montreal's prime interest rate per annum in effect from time to time, up to and after maturity, compounded monthly from the due date of such interest until actual payment at the above mentioned branch of the Bank of Montreal. At the date of this note such prime interest rate

per annum is 2.50 per cent. Value received.

Gill's Vacuum Service Ltd.



Neil Gillard - President

FOR INTERNAL BANK USE ONLY

Credit Deposit Account No. (2601) 1023-000	Loan Account No. <u>2601-6015-958</u>	Initials <u>NG</u>
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June 20/08
Date

\$360,000.00

Wainwright
422 10th St
Wainwright, AB T9W1P5
Branch

On demand I promise to pay to the order of Bank of Montreal the sum of THREE HUNDRED SIXTY THOUSAND--XX/100 Dollars and to pay interest monthly at a rate of 1.250 per cent per annum above the Bank of Montreal's prime interest rate per annum in effect from time to time, up to and after maturity, compounded monthly from the due date of such interest until actual payment at the above mentioned branch of the Bank of Montreal. At the date of this note such prime interest rate per annum is 4.75 per cent. Value received.

GILL'S VACUUM SERVICE LTD



FOR INTERNAL BANK USE ONLY

Credit Deposit Account No.	Loan Account No.	Initials
2601-1023000	2601 - 6015 - 018	GN

26 Nov 2007 \$ 23,000.00
Date

2601 Wainwright AB
Branch

On demand I promise to pay to the order of Bank of Montreal
the sum of Twenty Three Thousand /100 Dollars
and to pay interest Monthly at a rate of 1.250 per cent per annum above the Bank
(insert: monthly, quarterly, semi annually or annually, as appropriate)
of Montreal's prime interest rate per annum in effect from time to time, up to and after maturity, compounded monthly from the due date of
such interest until actual payment at the above mentioned branch of the Bank of Montreal. At the date of this note such prime interest rate
per annum is 6.250 per cent. Value received.

Gill's Vacuum Service Ltd




Neil Gillard

owner

Insert Name and Title

FOR INTERNAL BANK USE ONLY

Credit Deposit Account No. (2601) 1023-000	Loan Account No. <u>2601-6014-621</u>	Initials <u>N.</u>
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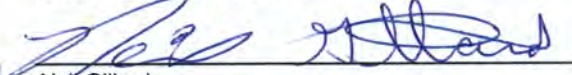
BMO  **Bank of Montreal**
422 - 10th Street
1-2601 Wainwright, Alta. T9W 1P5

1 Nov 2007 \$ 120,000.00
Date

Branch _____

On demand I promise to pay to the order of Bank of Montreal the sum of One Hundred and Twenty Thousand /100 Dollars and to pay interest Monthly at a rate of 1.250 per cent per annum above the Bank of Montreal's prime interest rate per annum in effect from time to time, up to and after maturity, compounded monthly from the due date of such interest until actual payment at the above mentioned branch of the Bank of Montreal. At the date of this note such prime interest rate per annum is 6.250 per cent. Value received.

Gill's Vacuum Service Ltd.



FOR INTERNAL BANK USE ONLY

Credit Deposit Account No. 2601 1023-000	Loan Account No. 6014-533	Initials N
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Neil Gillard

Insert Name and Title

This is Exhibit "I" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

To: Mr. Dean Hitesman
 Dentons Canada LLP
 Address Line 1
 Address Line 2
 City
 Postal Code email fax #

Client Name(s): Gill's Vacuum Service Ltd

Payout Statement Preparation Date: **November 7, 2022**

Payout calculation is for receipt of funds by BMO prior to close of business: **November 7, 2022**, the "Payout Date".

Future Date Payout, if provided, is an estimate of additional cost and charges for receipt of funds on date indicated

Payout Calculation is subject to cha 1) transactions in progress not yet posted, 2) changes in Prime Rate, 3) per diem charges hereafter and 4) regularly scheduled transactions

This Payout Calculation is compiled for: information purposes only, or
 final payout quote not exceeding 15 days to Payout Date
 (check one)

	Account Number	Type of Loan Product	Principal Balance at Payout Quote Date (1)	Uncollected Accrued Interest at Last End of Month (EOM) (2)	Accrued Interest on Principal Balance from EOM to Payout Calculation Date (3)	Uncollected Accrued Interest prior to Payout Date (4)	Payout Penalty (5)	Total Other Charge (**)(6)	Total (7)=sum(1) to (6) inclusive	Per Diem (8)	Interest Rate Basis (9)	Interest Rate Spread (10)
1	2579-6998-427	DLNR(Prev ODL)	\$ 242,426.61	\$ 17,600.82	\$ 436.37	\$ 31.68		\$ 260,495.48	\$ 78.01	Prime +	5.0000%	
2	2579-6999-171	DLNR	\$ -	\$ 4,875.77		\$ 8.78		\$ 4,884.55	\$ 1.46	Prime +	5.0000%	
3	5112420000985485	Other(refer Notes)							\$ -	Fixed	0.0000%	
4									\$ -			
5									\$ -			
6									\$ -			
7									\$ -			
Totals:			\$ 242,426.61 (A)	\$ 22,476.59 (B)	\$ 436.37 (C)	\$ 40.46 (D)	\$ - (E)	\$ - (F)	\$ 265,380.03 (G)	\$ 79.47 (H)		

PAYOUT AS AT: November 7, 2022

Principal Balance	\$ 242,426.61	(A)
Accrued Interest	\$ 22,953.42	(B)+(C)+(D)
Penalty	\$ -	(E)
Total Other Charge **	\$ -	(F)
TOTAL AS AT: November 7, 2022	\$ 265,380.03	(G)
Per Diem Rate	\$ 79.47	(H)

FUTURE DATE PAYOUT:(if applicable)

Principal Balance	\$ 242,426.61
Accrued Interest	\$ 22,953.42
Penalty	\$ -
Total Other Charge **	\$ -
TOTAL AS AT:	\$ 265,380.03
Per Diem Rate	\$ 79.47

Notes:

- 1) NAL DLNR containing previous operating loan advance. Professional Fees and costs are charged to this loan account.
- 2) NAL DLNR, principal paid from asset sale
- 3) CEBA Loan NOT part of Demand Letter or the Letter of Agreement.

This loan is subject to Federal terms and rules.
 Account 5112-xxx-5485 \$60,000.00 owed at date of this Statement

Prime Rate on Payout Calculation Date: 5.95%

** Other Charges Defined:

** Total Other Char \$ -

This is Exhibit "J" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with **ONE EARTH ENVIRONMENTAL SOLUTIONS INC.** (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of **One Hundred Seventy Thousand Canadian Dollars (\$170,000.00)** plus interest thereon at a rate of **3.00** per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This clause
applies to
the Province
of Québec
only

Dated this 27 day of April, 2018.

Gill's Vacuum Services Ltd.

By: 
Name: Neil Gillard
Title: Owner - Director

® Registered trade-marks of Bank of Montreal

This is Exhibit "K" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

Guarantee for Indebtedness of an Incorporated Company

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

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

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This clause
applies to
the Province
of Québec
only

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

Dated this 7th day of Feb, 20 20

GILL'S VACUUM SERVICE LTD.

By: 
Name: Neil Gill
Title: Authorized Signatory

® Registered trade-marks of Bank of Montreal

This is Exhibit "L" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

Guarantee for Indebtedness of an Incorporated Company

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

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

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


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

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

This clause
applies to
the Province
of Québec
only

Dated this 27 day of APRIL, 2018.

693235 Alberta Ltd

By: 
Name: **Neil Sillard**
Title: **Owner - Director**

® Registered trade-marks of Bank of Montreal

This is Exhibit "M" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with **ONE EARTH ENVIRONMENTAL SOLUTIONS INC.** (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of One hundred fifty thousand —00/100 Dollars \$150,000.00 plus interest thereon at a rate of 3.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

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

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

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

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

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

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

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

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

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank.

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

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

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

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

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

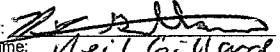
IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

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

This clause
applies to
the Province
of Québec
only

Dated this 4th day of Feb, 2020

693235 ALBERTA LTD

By: 
Name: Neil Gillard
Title: Director

® Registered trade-marks of Bank of Montreal

This is Exhibit "N" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

To Bank of Montreal:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with NEIL GILLARD of # 1609 MALONE WAY NW EDMONTON Alberta T6R0H3 Canada (the "Customer") the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time due or owing to the Bank from or by the Customer, his executors, liquidators, administrators or legal representatives, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person or otherwise howsoever. The liability of the undersigned (or each undersigned if more than one) under this Guarantee is limited to the aggregate amount of FIVE HUNDRED EIGHTY THOUSAND (\$580,000.00 Dollars, plus interest thereon at a rate of FIVE (5.00%) per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

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

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

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

liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned, that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

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

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

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

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

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

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

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

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

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

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

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

DATED as of JULY, 26, 2016

GILL'S VACUUM SERVICE LTD.



PER:

By:

Name: NEIL GILLARD

Title: _____

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

Witness

Name _____

Name: _____

® Registered trade-marks of Bank of Montreal

This is Exhibit "O" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

To Bank of Montreal:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with NEIL GILLARD of # 1609 MALONE WAY NW EDMONTON Alberta T6R0H3 Canada (the "Customer") the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time due or owing to the Bank from or by the Customer, his executors, liquidators, administrators or legal representatives, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person or otherwise howsoever. The liability of the undersigned (or each undersigned if more than one) under this Guarantee is limited to the aggregate amount of FIVE HUNDRED EIGHTY THOUSAND (\$580,000.00 Dollars, plus interest thereon at a rate of FIVE (5.00%) per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

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

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

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

liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned, that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

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

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

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

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

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

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

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


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


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

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

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

DATED as of JULY, 26, 2016

693235 ALBERTA LTD. Corporate
PER: _____
By: 
Name: NEIL GILLARD
Title: _____



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

Witness _____
Name _____

Name: _____

® Registered trade-marks of Bank of Montreal

This is Exhibit "P" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR



To the BANK OF MONTREAL:

IN CONSIDERATION of the Bank of Montreal (hereinafter the "Bank") dealing with _____

GILL'S VACUUM SERVICE LTD.

herein referred to as the Customer, the undersigned hereby jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities direct or indirect or otherwise, now or at any time and from time to time hereafter due or owing to the Bank from or by the Customer or by any successor corporation of the Customer and whether incurred by the Customer alone or jointly with any other corporation, person or persons, or otherwise howsoever: provided, however, that the liability of the undersigned and of each of the undersigned herein is limited to

- Three Hundred Eighty Six Thousand — x Dollars. (\$ 386,000.00)

with interest thereon at a rate of 1.50 per cent per annum above the Bank's prime interest rate in effect from time to time, from date of demand for payment of same. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it will use to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock or constitution of the Customer, shall in any way affect the liability of the undersigned or any of them, either with respect to transactions occurring before or after any such change, and the Bank shall not be concerned to see or inquire into the powers of the Customer or any of its directors or other agents, acting or purporting to act on its behalf, and moneys, advances, renewals or credits, in fact borrowed or obtained from the Bank in professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits shall be in excess of the powers of the Customer or of its directors or other agents aforesaid, or be in any way irregular, defective or informal. If the Customer shall amalgamate with one or more other corporations, this guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation.

IT IS FURTHER AGREED that the Bank, without consent of the undersigned and without exonerating in whole or in part the undersigned, or any of them (if more than one), may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with the Customer and all other persons (including the undersigned, or any one of them, and any other guarantor) and securities, as the Bank may see fit, and that all dividends, compositions, and moneys received by the Bank from the Customer from any other persons or estates capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank shall have received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the sums of money due to the Bank from the Customer either alone or in conjunction with any other corporation, person or persons, or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek any recourse against the Customer or other persons or the securities it may hold before being entitled to payment from the undersigned of all and every debts and liabilities hereby guaranteed. The undersigned and each of them (if more than one) hereby renounces the benefits of discussion and division. The undersigned and each of them (if more than one) renounces to claim against, or set up against, the Bank any right which the undersigned or each of them (if more than one) may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned, or any one or more of them (if more than one), or the respective executors, administrators or legal representatives of any of the undersigned, may determine his or their further liability under this continuing guarantee by ninety days' notice in writing to be given to the Bank, and the liability hereunder of the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall continue until the expiration of ninety days after the giving of such notice, notwithstanding the death or insanity of any of the undersigned, and after the expiry of such notice the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall remain liable under the guarantee in respect of any sum or sums of money owing to the Bank as aforesaid on the date such notice expired and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date maturing thereafter, but such determination in any manner of further liability of any one or more of the undersigned or of the respective executors, administrators or legal representatives of any of the undersigned shall not prevent the continuance of the liability hereunder of any others or other of the undersigned or of their or his respective executors, administrators, or legal representatives. If after such determination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this guarantee shall continue after the determination as if such payment had not been made. Every Certificate issued under the hand of the Manager or Acting Manager of the Bank for the time being at the Branch where the Customer's account shall be kept, purporting to show the amount at any particular time due and payable to the Bank, and covered by this guarantee, shall be received as conclusive evidence as against the undersigned and every one of them (if more than one), and his or their respective executors, administrators and legal representatives, that such amount is at such time so due and payable to the Bank and is covered hereby.

THIS CONTRACT shall be construed in accordance with the laws of the Province of ALBERTA

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

_____ and for the purpose of legal

proceedings this contract shall be deemed to have been made in the said Province and to be performed there, and the Courts of that Province shall have jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the Courts of any other Province or country.

NOTWITHSTANDING the provisions of any Statute relating to the rate of interest payable by debtors, this contract shall remain in full force and effect whatever the rate of interest received or demanded by the Bank.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned and each of them are hereby postponed to the debts and liabilities of the Customer to the Bank and all moneys received by any of the undersigned or their or his assigns thereon shall be received as Trustees for the Bank and shall be paid over to the Bank.

THE UNDERSIGNED and each of them (if more than one) acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned or any of them (if more than one) affecting the liability of the undersigned or any of them (if more than one) under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other Guarantees held or which may hereafter be held by the said Bank. The present Guarantee shall remain in full force and effect until all debts and obligations hereby secured have been irrevocably and indefeasibly paid and released.

This clause applies to the Province of Québec only.

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

AS WITNESS the hands and seals of the undersigned, at Wainwright, AB.

this 10TH day of FEB, 2000 (year)

WITNESS	SIGNATURE OF GUARANTOR(S)
<p><i>David K. Scherger</i></p>	<p><i>Neil [Signature]</i></p>

SEAL

SEAL

SEAL

If executed by a company with a corporate seal, the corporate seal should be affixed.

This is Exhibit "Q" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with GILL'S VACUUM SERVICE LTD (the "Customer"), the undersigned hereby jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned, or, if there is more than one undersigned, of each of the undersigned, under this Guarantee, is limited to the aggregate amount of THREE HUNDRED THOUSAND Dollars (\$300,000.00) plus interest thereon at a rate of 3.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

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

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

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

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

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

THIS CONTRACT shall be construed in accordance with the laws of the Province of ALBERTA and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province

This clause applies to the Province of Quebec only

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

shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

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


ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned and each of them (if more than one) are hereby assigned to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to any of the undersigned or its, his, hers or their assigns shall be received in trust for the Bank and shall immediately be paid over to the Bank.

Guarantor(s) initial(s)
N.G.
THE UNDERSIGNED and each of them (if more than one) acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned or any of them (if more than one) affecting the liability of the undersigned or any of them (if more than one) under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

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

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

DATED as of JUNE 9, 2008.

WITNESS(ES) TO SIGNATURES OF INDIVIDUAL(S)	SIGNATURE OF GUARANTOR(S)
<p>Witness to sign for each individual (i.e. natural person) guarantor who signs.</p> <p>_____ Name:</p> <p>_____ Name:</p>	<p>_____ (Name of Corporation/Entity Guarantor)</p> <p>By: _____ Name: Title:</p> <p> (Individual Guarantor) Name: NEIL GILLARD</p> <p>_____ (Individual Guarantor) Name:</p>

This is Exhibit "R" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

#1

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with Gill's Vacuum Service Ltd (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of **One Million Two Hundred & Fifty Six Thousand Dollars 1,256,000.00** plus interest thereon at a rate of **3.00** per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This clause applies to the Province of Québec only

DATED as of July 7, 2010

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

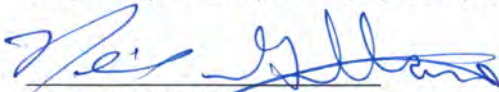
(Name of Entity)

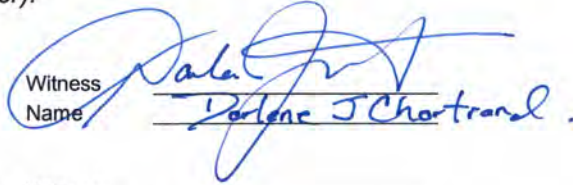
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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


Name: Neil Gillard

Witness 
Name: Darlene J Chartrand

Name: _____

Witness _____
Name _____

Name: _____

Witness _____
Name _____

® Registered trade-marks of Bank of Montreal

This is Exhibit "S" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with **ONE EARTH ENVIRONMENTAL SOLUTIONS INC.** (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of **One Hundred Seventy Thousand Canadian Dollars (\$170,000.00)** plus interest thereon at a rate of **3.00** per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This clause applies to the Province of Québec only

Dated this 01 day of MAY, 2018.

By: 
Name: **Neil Gillard**
Title: **Owner - Director**

® Registered trade-marks of Bank of Montreal

This is Exhibit "T" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with **ONE EARTH ENVIRONMENTAL SOLUTIONS INC.** (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of One hundred fifty thousand—0/100 Dollars \$150,000.00 plus interest thereon at a rate of 3.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

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

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

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

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

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank.

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

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

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

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

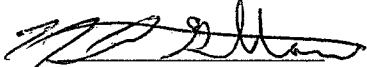
THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted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

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

This clause
applies to
the Province
of Québec
only

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

Dated this 4th day of Feb, 2020



Name: Neil Gillard

Witness: Sen Souketha
Name: SEN Souketha

® Registered trade-marks of Bank of Montreal

This is Exhibit "U" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with GILL'S VACUUM SERVICE LTD. (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of Four Hundred Forty Five Thousand Five Hundred 00/100 Dollars (\$445,500.00) plus interest thereon at a rate of three (3.00) per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

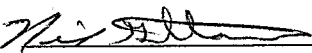
IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

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

This clause
applies to
the Province
of Québec
only

Dated this 27 day of APRIL, 2018.

2012613 ALBERTA LTD. ^{NG}

By: 
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

® Registered trade-marks of Bank of Montreal

This is Exhibit "V" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with GILL'S VACUUM SERVICE LTD. (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of Six Hundred Eighteen Thousand Two Hundred 00/100 Dollars \$618,200.00 plus interest thereon at a rate of 3.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

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

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

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

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

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

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

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

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

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank.

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

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

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

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

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

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

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

This clause applies to the Province of Québec only

Dated this 05 day of JAN, 20

2012613 Alberta Ltd

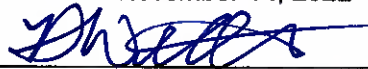
By: 

Name: Neil Gulland

Title: Director

® Registered trade-marks of Bank of Montreal

This is Exhibit "W" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0017 550 667 1562W;5;10-12 942 173 353

LEGAL DESCRIPTION
PLAN 1562W
BLOCK 5
LOTS 10 TO 12 INCLUSIVE

EXCEPTING THEREOUT ALL MINES AND MINERALS
IN THE ABOVE LOTS WITH RIGHT TO WORK THE
SAME OUT OF LOT TEN (10) ONLY

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;11;46;27;NW

MUNICIPALITY: BEAVER COUNTY

REFERENCE NUMBER: 912 353 522

REGISTERED OWNER(S)					
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION	
942 173 353	07/06/1994	TRANSFER OF LAND	\$35,000	\$35,000	

OWNERS

GILL'S VACUUM SERVICE LTD.
OF BOX 5
KINSELLA
ALBERTA T0B 2N0

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
162 218 516	11/08/2016	MORTGAGE MORTGAGEE - BANK OF MONTREAL. C0014 EDMONTON MAIN OFFICE ALTA 10199-101 ST NW PO BOX 220 EDMONTON

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T5J3Y4
ORIGINAL PRINCIPAL AMOUNT: \$580,000

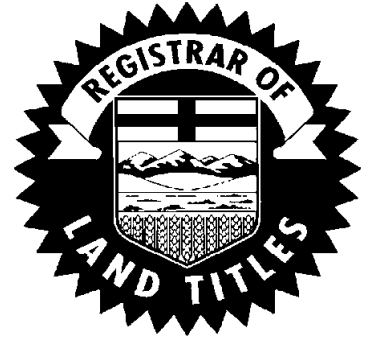
212 239 117 29/10/2021 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - BANK OF MONTREAL.
C/O DENTONS CANADA LLP
ATTN: ROBERT J DE GUZMAN
2500 STANTEC TOWER
10220-103 AVENUE
EDMONTON
ALBERTA T5J0K4
AGENT - ROBERT J DE GUZMAN

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 9 DAY OF
NOVEMBER, 2022 AT 01:46 P.M.

ORDER NUMBER: 45826774

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0010 730 258 654NY;;B 012 358 946

LEGAL DESCRIPTION

PLAN 654NY
LOT (B)
CONTAINING 0.482 HECTARES MORE OR LESS
EXCEPTING THEREOUT
THE MOST EASTERLY FIFTY (50) FEET OF SAID LOT (B)
CONTAINING 0.073 HECTARE (0.18 ACRE) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 4;11;46;34;SW
ESTATE: FEE SIMPLE

MUNICIPALITY: BEAVER COUNTY

REFERENCE NUMBER: 902 078 385

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
012 358 946	07/11/2001	TRANSFER OF LAND	\$3,000	\$3,000

OWNERS

GILL'S VACUUM SERVICE LTD.
OF BOX 5
KINSELLA
ALBERTA T0B 2N0

(DATA UPDATED BY: CHANGE OF NAME 212239116)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
NUMBER		
5399KU	23/10/1957	CAVEAT CAVEATOR - ATCO GAS AND PIPELINES LTD. 10035-105 ST EDMONTON ALBERTA T5J2V6

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
012 358 946

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

(DATA UPDATED BY: TRANSFER OF CAVEAT
012022043)

022 187 931 29/05/2002 UTILITY RIGHT OF WAY
GRANTEE - ATCO GAS AND PIPELINES LTD.

052 354 598 23/08/2005 DISCHARGE OF UTILITY RIGHT OF WAY 022187931
PARTIAL
EXCEPT AS TO PORTION DESCRIBED

162 218 516 11/08/2016 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
C0014 EDMONTON MAIN OFFICE ALTA
10199-101 ST NW
PO BOX 220
EDMONTON
ALBERTA T5J3Y4
ORIGINAL PRINCIPAL AMOUNT: \$580,000

212 239 117 29/10/2021 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - BANK OF MONTREAL.
C/O DENTONS CANADA LLP
ATTN: ROBERT J DE GUZMAN
2500 STANTEC TOWER
10220-103 AVENUE
EDMONTON
ALBERTA T5J0K4
AGENT - ROBERT J DE GUZMAN

TOTAL INSTRUMENTS: 005

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 9 DAY OF
NOVEMBER, 2022 AT 01:47 P.M.

ORDER NUMBER: 45826797

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

(CONTINUED)

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

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

This is Exhibit "X" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR



Bank of Montreal

MORTGAGE OF LAND
LAND TITLES ACT (ALBERTA)

Mortgagor:

Name: GILL'S VACUUM SERVICE LTD. ✓

Address: BOX 5, KINSELLA, ALBERTA, T0B 2N0
(as on title)

Name: 693235 ALBERTA LTD. ✓

Address: BOX 5, KINSELLA, ALBERTA, T0B 2N0
(as on title)

Joint Tenant

Tenant in Common

Life Estate

Fee Simple

Leasehold

Mortgagee: BANK OF MONTREAL ("BMO")

C0014 EDMONTON MAIN OFFICE ALTA 10199 - 101 ST NW, PO BOX 220
EDMONTON, ALBERTA, T5J3Y4

Mortgaged Land Description:

(attach page(s) if space insufficient)

SEE SCHEDULE "A" ANNEXED HERETO

Principal Amount Secured: \$580,000.00 ✓

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

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

Standard Mortgage Terms: The Mortgagor acknowledges that:

- a) This Mortgage of Land consists of the terms contained herein and is subject to the terms contained in the Standard Form Mortgage that was filed with the Registrar of Land Titles under the *Land Titles Act* as # 101 289 720;
- b) The following clauses of the Standard Form Mortgage are specifically deleted (none are deleted unless specified here):

- c) The following clauses are specifically added to and included in the Standard Form Mortgage (see attached schedule – if no schedule is attached, no clauses are added):
- d) The Mortgagor acknowledges that it understands the nature of the statements made in (a), (b) and (c) above;
- e) The Mortgagor acknowledges receipt of a copy of the Standard Form Mortgage referred to in (a) above containing the mortgage terms;
- f) The Mortgagor is the registered owner of the land being mortgaged;
- g) By signing this Mortgage, the Mortgagor mortgages all of the Mortgagor's estate and interest in the land described herein to BMO for the purposes of securing payment of the principal sum secured, interest and all other amounts or sums secured by this Mortgage.

Dated: JULY 26 ²⁰¹⁵ ^{Town} ~~CITY~~ ^{WAINWRIGHT} ~~EDMONTON~~, in the Province of Alberta.

GILL'S VACUUM SERVICE LTD.

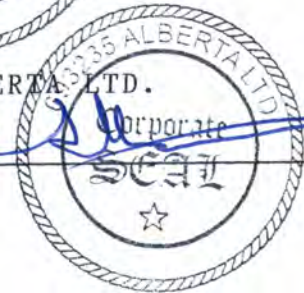
PER:



Witness

693235 ALBERTA LTD.

PER:



WITNESS

SCHEDULE "A"

PLAN 1225MC *625*
BLOCK 1
LOT 22
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

AND

PLAN 1562W *625*
BLOCK 5
LOTS 10 TO 12 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS
IN THE ABOVE LOTS WITH RIGHT TO WORK THE SAME OUT OF LOT TEN (10)
ONLY

AND

PLAN 654NY *69235 AB LTD.*
LOT (B)
CONTAINING 0.482 HECTARES MORE OR LESS
EXCEPTING THEREOUT
THE MOST EASTERLY FIFTY (50) FEET OF SAID LOT (B)
CONTAINING 0.073 HECTARE (0.18 ACRE) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

NG.

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

101289720

ORDER NUMBER: 41707986

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

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

MORS

Filing Number _____

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

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B. DEFINITIONS

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

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

12. **"Mortgagor"** means the person or persons identified as the mortgagor or chargor in the Mortgage and his, her, its or their respective heirs, executors, administrators, personal representatives, successors and assigns.
13. **"Other Encumbrances"** means all statutory liens, construction liens, mechanics' liens, builders' liens, other liens, executions, mortgages, charges, and other encumbrances which charge or otherwise affect or could affect the Mortgaged Land but excludes the Mortgage.
14. **"Permitted Prior Mortgage"** means a mortgage or charge of the Mortgaged Land which ranks in priority to the Mortgage and which the Mortgagee has approved in writing.
15. **"Receiver"** means a receiver, receiver and manager or other similar person.
16. **"Schedule"** means a schedule to the Mortgage.
17. **"Taxes"** means all taxes, rates and assessments, municipal, provincial, federal or otherwise, with respect to the Mortgaged Land.

C. OPERATION OF THE MORTGAGE

1. *Charge of Mortgaged Land.* In consideration of other valuable consideration and a loan advance made or other credit extended by the Mortgagee to the Mortgagor (the receipt and sufficiency of which are acknowledged by the Mortgagor), the Mortgagor hereby mortgages and charges the Mortgaged Land to and in favour of the Mortgagee as security for payment to the Mortgagee of all Indebtedness and as security for the observance and performance by the Mortgagor of all other obligations of the Mortgagor pursuant to or in respect of the Mortgage or the Standard Form Mortgage. Subject to the provisions of the Mortgage, the Mortgagor releases to the Mortgagee, all the Mortgagor's claims upon the Mortgaged Land.
2. *Repayment of Principal on Demand.* The Mortgagor shall pay all Indebtedness to the Mortgagee on demand by the Mortgagee for payment.
3. *Restriction on Voluntary Prepayments.* The Mortgagor shall not be entitled to prepay voluntarily any principal amount (including any principal amount owing with respect to a revolving line of credit or a demand loan) except to the extent agreed to by the Mortgagee in writing.
4. *Calculation and Payment of Interest.* The Mortgagor shall pay to the Mortgagee when due interest payable by the Mortgagor on each part of the Indebtedness (including interest on overdue interest) at the Applicable Rate which applies to such part of the Indebtedness. Interest shall accrue on each part of the Indebtedness from the date such part is incurred to the date such part is paid to the Mortgagee in full. Interest shall, both before and after Default, be calculated and payable monthly not in advance on the first day of each month unless otherwise agreed by the Mortgagor and the Mortgagee in writing. Whenever there is more than one Applicable Rate, the Applicable Rate referred to in sections D, E, G, J and K shall, unless otherwise agreed by the Mortgagee in writing, be the higher or highest of such Applicable Rates.
5. *Continuing Security.* The Mortgage shall be continuing security in favour of the Mortgagee for the payment of all Indebtedness, notwithstanding at any time and from time to time there is:
 - (a) any change in the nature, state or form of any account between the Mortgagor and the Mortgagee;
 - (b) any new advance by the Mortgagee to the Mortgagor, whether by way of loan, discount, the drawing of a cheque against an account of the Mortgagor or otherwise;
 - (c) any discount or acceptance by the Mortgagee from or for the Mortgagor of any note, bill of exchange or other negotiable instrument or commercial paper;
 - (d) any credit of any amount to any account of the Mortgagor by reason of deposit of moneys or otherwise; or

- (e) any renewal, replacement, substitution or alteration of any note, bill of exchange or other negotiable instrument or other commercial paper from time to time held by the Mortgagee or any reduction, satisfaction, payment, release or discharge thereof or of any other security therefor.

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

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

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

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

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

D. COVENANTS, REPRESENTATIONS AND WARRANTIES OF MORTGAGOR

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

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

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

4. *Good Title and Free From Encumbrances.* The Mortgagor represents and warrants to the Mortgagee that the Mortgagor is the legal and beneficial owner of, and has good, absolute and

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

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

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

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

the Mortgagor fails to pay any such amounts as they become due, the Mortgagee may, at its option, pay any such amounts and the amounts so paid by the Mortgagee shall be payable forthwith by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. *No Litigation or Other Proceedings.* The Mortgagor represents and warrants that, as at the date of the Mortgage, there is no application, litigation, proceeding or investigation outstanding or, to the Mortgagor's knowledge, pending or threatened, against the Mortgagor or any Guarantor or with respect to the Mortgaged Land or any part thereof including any application,

litigation, proceeding or investigation in respect of residential or other property by-laws or regulations. The Mortgagor shall notify the Mortgagee in writing of any such application, litigation, proceeding or investigation commenced after the date of the Mortgage, promptly after such commencement.

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

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

E. MORTGAGE OF LEASEHOLD INTEREST

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

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

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

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

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

or extend the term of the Lease or refuses to pay any fees, costs, charges or expenses payable upon any such renewal or extension, the Mortgagee may effect such renewal or extension in the name of the Mortgagor or otherwise, and every such renewed or extended Lease shall remain and be mortgaged and charged pursuant to the Mortgage in accordance with the Mortgage.

- (c) From and after the execution and delivery of the Mortgage, the Mortgagor shall stand possessed of the Mortgaged Land for the remainder of the Lease in trust for the Mortgagee, and shall exercise any right to renew or extend the term of the Lease or to assign the Lease as the Mortgagee may direct, but subject to the Mortgagor's right of redemption under the Mortgage. The Mortgagor hereby irrevocably appoints the Mortgagee as the Mortgagor's attorney for and on behalf of the Mortgagor to exercise any such renewal or extension right and to assign the Lease and convey the leasehold interest in the Mortgaged Land and the reversion thereof as the Mortgagee shall at any time direct after the occurrence of a Default and, in particular, upon any sale made by the Mortgagee under any power of sale contained in the Mortgage or granted by statute to assign the Lease and convey the Mortgagor's leasehold interest in the Mortgaged Land and the reversion to a purchaser. The Mortgagee may at any time remove the Mortgagor or any other person from being a trustee of the Lease under the above declaration of trust and appoint a new trustee or trustees.
- (d) The Mortgagor shall not surrender, terminate, amend or modify the Lease or agree to do so without the prior written consent of the Mortgagee, which the Mortgagee may withhold in its absolute discretion. No release or forbearance of any of the Mortgagor's obligations under the Lease or under any Other Encumbrance shall release the Mortgagor from any of the Mortgagor's obligations under the Mortgage.
- (e) Unless the Mortgagee expressly consents in writing, the title in fee simple to the Mortgaged Land and the leasehold estate shall not merge but shall always remain separate and distinct, notwithstanding the union of said estates by purchase or otherwise.

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

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

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

F. ASSIGNMENT OF LEASES AND RENTS

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

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

2. *Separate Assignments.* The assignment of each of the foregoing and of each of the rents, incomes, profits and other amounts by the Mortgagor to the Mortgagee pursuant to section F.1. shall be deemed to be a separate assignment so that the Mortgagee in its discretion may exercise its rights in respect of any or all of such leases, offers to lease, tenancy agreements or other similar agreements or the rents, incomes, profits or other amounts paid or payable thereunder.
3. *Collection by Mortgagor before Default.* Until there occurs a Default, the Mortgagor may collect, retain and apply all rents, incomes, profits and other amounts and deal with all leases, offers to lease, tenancy agreements and other similar agreements from time to time in accordance with sound business practice.
4. *No Liability of Mortgagee and Indemnity by Mortgagor.* Nothing herein shall obligate the Mortgagee to assume or perform (and nothing herein shall impose on the Mortgagee) any liability or obligation of the Mortgagor to any tenant or other person pursuant to or in respect of any lease, offer to lease, tenancy agreement, other similar agreement or otherwise and the Mortgagor hereby indemnifies and saves harmless the Mortgagee from any and all claims with respect thereto, provided that the Mortgagee may, at its sole option, assume or perform any such obligations as it considers necessary or desirable.
5. *Re-assignment.* The Mortgagee may, at any time without further request or agreement by the Mortgagor, reassign to the Mortgagor, or the Mortgagor's heirs, administrators, successors or assigns, any or all of the collateral referred to in section F.1.
6. *Application by Mortgagee.* The Mortgagee's obligations with respect to any amount collected by the Mortgagee shall be discharged by the application of such amount to reduce Indebtedness.
7. *Not Mortgagee in Possession.* Nothing contained herein shall have the effect of making the Mortgagee a mortgagee in possession of the Mortgaged Land.

G. CONDOMINIUM OR STRATA TITLE DEVELOPMENT PROVISIONS

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

1. *Compliance with Requirements.* The Mortgagor shall observe and perform each of the covenants and provisions required to be observed and performed pursuant to the Mortgage, all applicable statutes governing or affecting condominiums or strata title developments, and the declaration, description, by-laws and rules, as amended from time to time, of the applicable condominium corporation or strata corporation.
2. *Common Expense Payments.* The Mortgagor shall pay promptly when due any and all unpaid condominium or strata development fees, common expenses, common element expenses, assessments, levies, instalments, payments or any other amounts due to the applicable condominium corporation or strata corporation or any agent thereof by the Mortgagor and, at the Mortgagee's request, deliver to the Mortgagee evidence of the payment thereof.
3. *Right of Mortgagee to Pay.* If the Mortgagor does not pay when due any condominium or strata development fees, common expenses or other amounts referred to in section G.2., the Mortgagee may (but shall not be obliged to) pay such amounts, the Mortgagor shall forthwith pay such amounts to the Mortgagee with interest thereon at the Applicable Rate, and all such amounts owing by the Mortgagor to the Mortgagee shall be a part of the Indebtedness and secured by the Mortgage.
4. *Voting by Mortgagee.* The Mortgagor hereby irrevocably authorizes the Mortgagee to exercise the rights of the Mortgagor as an owner of the Mortgaged Land to vote or to consent in all matters relating to the affairs of the condominium corporation or strata corporation or arising under applicable law or the declaration or by-laws of the condominium or strata corporation, provided that:
 - (a) in any case where the Mortgagee is entitled to receive and does receive notice of a meeting of owners, the Mortgagee may notify the condominium or strata corporation and the Mortgagor of its intention to exercise the right of the owner to

vote or to consent at such meeting at least two days before the date specified in the notice for the meeting, failing which the Mortgagor may exercise such right to vote or consent at such meeting;

- (b) the Mortgagee shall not, by virtue of the giving to the Mortgagee of the right to vote or consent, be under any obligation to vote or consent or to protect the interests of the Mortgagor, and the Mortgagee shall not be responsible for any exercise or failure to exercise the right to vote or consent; and
- (c) nothing herein contained, including the exercise by the Mortgagee of the right to vote or consent, shall constitute the Mortgagee a mortgagee in possession.

H. MORTGAGE AS SECURITY FOR A GUARANTEE

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

I. DEFAULT

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

1. the Mortgagor fails to pay any Indebtedness when due;
2. the Mortgagor or a Guarantor fails to comply with any obligation of the Mortgagor or the Guarantor pursuant to or in respect of the Mortgage or any existing or future note, instrument or agreement delivered by the Mortgagor and the Guarantors (or any of them) to the Mortgagee or between the Mortgagor and the Guarantors (or any of them) and the Mortgagee;
3. the Mortgagor fails to comply with any obligation of the Mortgagor pursuant to or in respect of any Permitted Prior Mortgage or any Other Encumbrance;
4. any representation or warranty made by the Mortgagor or a Guarantor in the Mortgage, any agreement between the Mortgagor and the Guarantors (or any of them) and the Mortgagee, or any loan or credit application made in connection with any Indebtedness was untrue when made;
5. a Receiver is appointed of any asset of the Mortgagor or of a Guarantor;
6. any construction lien, mechanics' lien or builders' lien is registered against all or any part of the Mortgaged Land and is not discharged within seven days after a request by the Mortgagee that such lien be discharged;
7. all or any part of the Mortgaged Land is condemned or expropriated;
8. the Mortgagor or a Guarantor becomes bankrupt or insolvent;
9. a petition in bankruptcy is filed against the Mortgagor or a Guarantor;
10. the Mortgagor or a Guarantor makes a proposal in bankruptcy or files a notice of intention to make a proposal in bankruptcy;
11. the Mortgagor or a Guarantor makes an application as a debtor in any Insolvency Proceeding or any other person makes an application against the Mortgagor or a Guarantor in any Insolvency Proceeding;

12. the Mortgagor sells, transfers or disposes of in any other manner the Mortgaged Land, any part thereof or any interest therein (unless the Mortgagee has approved in writing such sale, transfer or other disposition);
13. an execution, judgment or order of execution is filed or made against the Mortgaged Land or any part thereof and remains unsatisfied for a period of ten days;
14. the Mortgagor fails to pay when due any amount owing by the Mortgagor to the applicable condominium corporation or strata corporation or any agent thereof referred to in section G.2.; or
15. the Mortgagor or a Guarantor is not an individual and a change in control of the Mortgagor or such Guarantor occurs without the prior written consent of the Mortgagee; for the purposes hereof, a change in control of the Mortgagor or a Guarantor shall be deemed to occur if there occurs one or more sales, transfers or other dispositions of the beneficial ownership existing on the date of the Mortgage in the aggregate of:
 - (a) shares, other securities or other equity interests issued by the Mortgagor or such Guarantor which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by the Mortgagor or such Guarantor; or
 - (b) shares, other securities or equity interests issued by any Controlling Entity which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by such Controlling Entity.

J. REMEDIES OF MORTGAGEE

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

answerable for loss occasioned thereby. In case of a lease of any of the Mortgaged Land or a sale on credit, the Mortgagee shall only be bound to apply to payment of Indebtedness such monies as have been actually received from the lessee or purchaser. For any of such purposes the Mortgagee may make and execute all agreements and assurances as the Mortgagee deems fit. To enable the Mortgagee to exercise the powers granted to it hereunder, the Mortgagor hereby irrevocably appoints the Mortgagee as its attorney and on its behalf to effect any sale, lease or other disposition of the Mortgaged Land, and to execute all instruments and deeds, and do all acts, matters and things that may be necessary or advisable in the name of or on behalf of the Mortgagor or otherwise. Any deed, lease, agreement or other instrument required to be signed under seal and signed by the Mortgagee under its seal pursuant hereto shall have the same effect as if it were signed under the corporate seal of the Mortgagor.

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

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

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

6. *Right to Distrain.* Upon the occurrence of a Default, to the extent permitted by law, the Mortgagee may distrain for payment of any and all Indebtedness upon the Mortgaged Land or any part thereof and all chattels situated thereon and by distress warrant recover, by way of rent reserved from the Mortgaged Land, such moneys as shall from time to time be or remain in arrears and all costs, charges and expenses incurred by or on behalf of the Mortgagee with respect to or in connection therewith as in like cases of distress for rent. The Mortgagor waives

the right to claim exceptions and agrees that the Mortgagee shall not be limited in the amount for which it may distrain.

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

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

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

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

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

K. APPOINTMENT OF A RECEIVER

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

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

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

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

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

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

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

L. MISCELLANEOUS

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

2. *Revolving Line of Credit.* The Mortgagee may wish to make loan advances and re-advances or otherwise extend credit to the Mortgagor from time to time up to a total outstanding principal amount not exceeding the principal amount referred to in the Mortgage. Accordingly, the Mortgage shall be deemed to be a revolving line of credit mortgage within the meaning of, and shall take priority in accordance with, the provisions dealing with same in the *Land Titles Act* (Alberta). The Mortgage is and shall be continuing security to the Mortgagee for the payment of all Indebtedness. Any portion of the Indebtedness may be advanced or re-advanced by the Mortgagee or other credit may be extended by the Mortgagee in one or more sums at any future time or times and the amount of all such advances, re-advances or other credits when so made or extended shall be secured by the Mortgage and be payable by the Mortgagor with interest thereon at the Applicable Rate and the Mortgage shall be deemed to be taken as security for the ultimate balance of the monies hereby secured, provided that none of the execution or registration of the Mortgage or the advance in part of any monies or extension of any other credit by the Mortgagee shall obligate the Mortgagee to advance any unadvanced portion thereof or to extend any other credit. The Mortgage shall not be void or cease to operate because the Indebtedness secured hereby has at any time or times been paid in full.

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

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

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

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

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

6. *Dealings with the Mortgagor and Others.* The Mortgagee may grant time, renewals, extensions, indulgences, releases and discharges to, may take security from and give the same

and any and all existing security up to, may abstain from taking security from or from perfecting security of, may accept compositions from, may amend the Mortgage, and may otherwise deal with the Mortgagor and all other persons (including any principal debtor, any Guarantor or any owner of the Mortgaged Land) and security as the Mortgagee may see fit without prejudicing any rights of the Mortgagee under the Mortgage.

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

8. *Waiver.* No waiver, condonation or excusing by the Mortgagee of any default, breach or other non-performance by the Mortgagor at any time or times in respect of any provision of the Mortgage (including any Default) shall operate as a waiver by the Mortgagee of any subsequent or other default, breach or non-performance or prejudice or affect in any way the rights of the Mortgagee in respect of any such subsequent or other default, breach or non-performance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE "A"

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

COLUMN A	COLUMN B	COLUMN C	COLUMN A	COLUMN B	COLUMN C
Interest rate calculated monthly not in advance	Interest rate calculated quarter-annually not in advance	Interest rate calculated half-yearly not in advance	Interest rate calculated monthly not in advance	Interest rate calculated quarter-annually not in advance	Interest rate calculated half-yearly not in advance
3.0000%	3.0075%	3.0188%	11.6250%	11.7380%	11.9102%
3.1250%	3.1331%	3.1454%	11.7500%	11.8654%	12.0414%
3.2500%	3.2588%	3.2721%	11.8750%	11.9929%	12.1727%
3.3750%	3.3845%	3.3988%	12.0000%	12.1204%	12.3040%
3.5000%	3.5102%	3.5256%	12.1250%	12.2479%	12.4354%
3.6250%	3.6360%	3.6525%	12.2500%	12.3755%	12.5669%
3.7500%	3.7617%	3.7794%	12.3750%	12.5031%	12.6985%
3.8750%	3.8875%	3.9064%	12.5000%	12.6307%	12.8301%
4.0000%	4.0133%	4.0335%	12.6250%	12.7583%	12.9618%
4.1250%	4.1392%	4.1606%	12.7500%	12.8859%	13.0935%
4.2500%	4.2651%	4.2878%	12.8750%	13.0136%	13.2253%
4.3750%	4.3910%	4.4151%	13.0000%	13.1413%	13.3572%
4.5000%	4.5169%	4.5424%	13.1250%	13.2691%	13.4892%
4.6250%	4.6428%	4.6698%	13.2500%	13.3968%	13.6212%
4.7500%	4.7688%	4.7973%	13.3750%	13.5246%	13.7533%
4.8750%	4.8948%	4.9248%	13.5000%	13.6524%	13.8854%
5.0000%	5.0209%	5.0524%	13.6250%	13.7803%	14.0177%
5.1250%	5.1469%	5.1800%	13.7500%	13.9082%	14.1499%
5.2500%	5.2730%	5.3078%	13.8750%	14.0360%	14.2823%
5.3750%	5.3991%	5.4355%	14.0000%	14.1640%	14.4147%
5.5000%	5.5252%	5.5634%	14.1250%	14.2919%	14.5472%
5.6250%	5.6514%	5.6913%	14.2500%	14.4199%	14.6798%
5.7500%	5.7776%	5.8193%	14.3750%	14.5479%	14.8124%
5.8750%	5.9038%	5.9474%	14.5000%	14.6759%	14.9451%
6.0000%	6.0300%	6.0755%	14.6250%	14.8040%	15.0779%
6.1250%	6.1563%	6.2037%	14.7500%	14.9320%	15.2108%
6.2500%	6.2826%	6.3319%	14.8750%	15.0601%	15.3437%
6.3750%	6.4089%	6.4603%	15.0000%	15.1883%	15.4766%
6.5000%	6.5353%	6.5887%	15.1250%	15.3164%	15.6097%
6.6250%	6.6616%	6.7171%	15.2500%	15.4446%	15.7428%
6.7500%	6.7880%	6.8456%	15.3750%	15.5728%	15.8760%
6.8750%	6.9145%	6.9742%	15.5000%	15.7011%	16.0092%
7.0000%	7.0409%	7.1029%	15.6250%	15.8293%	16.1425%
7.1250%	7.1674%	7.2316%	15.7500%	15.9576%	16.2759%
7.2500%	7.2939%	7.3604%	15.8750%	16.0859%	16.4094%
7.3750%	7.4204%	7.4892%	16.0000%	16.2143%	16.5429%
7.5000%	7.5470%	7.6182%	16.1250%	16.3427%	16.6765%
7.6250%	7.6736%	7.7472%	16.2500%	16.4710%	16.8102%
7.7500%	7.8002%	7.8762%	16.3750%	16.5995%	16.9439%
7.8750%	7.9268%	8.0053%	16.5000%	16.7279%	17.0777%
8.0000%	8.0535%	8.1345%	16.6250%	16.8564%	17.2116%
8.1250%	8.1801%	8.2638%	16.7500%	16.9849%	17.3455%
8.2500%	8.3068%	8.3931%	16.8750%	17.1134%	17.4795%
8.3750%	8.4336%	8.5225%	17.0000%	17.2420%	17.6136%
8.5000%	8.5604%	8.6519%	17.1250%	17.3706%	17.7477%
8.6250%	8.6871%	8.7815%	17.2500%	17.4992%	17.8819%
8.7500%	8.8140%	8.9111%	17.3750%	17.6278%	18.0162%
8.8750%	8.9408%	9.0407%	17.5000%	17.7564%	18.1506%
9.0000%	9.0677%	9.1704%	17.6250%	17.8851%	18.2850%
9.1250%	9.1946%	9.3002%	17.7500%	18.0138%	18.4195%
9.2500%	9.3215%	9.4301%	17.8750%	18.1426%	18.5540%
9.3750%	9.4484%	9.5600%	18.0000%	18.2713%	18.6887%
9.5000%	9.5754%	9.6900%	18.1250%	18.4001%	18.8233%
9.6250%	9.7024%	9.8201%	18.2500%	18.5290%	18.9581%
9.7500%	9.8294%	9.9502%	18.3750%	18.6578%	19.0929%
9.8750%	9.9565%	10.0804%	18.5000%	18.7867%	19.2278%
10.0000%	10.0836%	10.2107%	18.6250%	18.9156%	19.3628%
10.1250%	10.2107%	10.3410%	18.7500%	19.0445%	19.4979%
10.2500%	10.3378%	10.4714%	18.8750%	19.1734%	19.6330%
10.3750%	10.4650%	10.6019%	19.0000%	19.3024%	19.7682%
10.5000%	10.5921%	10.7324%	19.1250%	19.4314%	19.9034%
10.6250%	10.7194%	10.8630%	19.2500%	19.5605%	20.0387%
10.7500%	10.8466%	10.9937%	19.3750%	19.6895%	20.1741%
10.8750%	10.9739%	11.1244%	19.5000%	19.8186%	20.3096%
11.0000%	11.1011%	11.2552%	19.6250%	19.9477%	20.4451%
11.1250%	11.2285%	11.3861%	19.7500%	20.0768%	20.5807%
11.2500%	11.3558%	11.5170%	19.8750%	20.2060%	20.7163%
11.3750%	11.4832%	11.6480%	20.0000%	20.3352%	20.8521%
11.5000%	11.6106%	11.7791%			



101289720 REGISTERED 2010 09 30
101289720
MORS - STANDARD FORM MORTGAGE
DOC 1 OF 1 DR# : D06F138 ADR/AKEIR
NO LAND AFFECTED

This is Exhibit "Y" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

SECURITY AGREEMENT

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

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

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

Box 5
Kinsella, AB.
T0B 2N0

2. The Debtor hereby

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

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

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

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

(d) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and to the exceptions hereinafter contained). For the purposes of this Security Agreement, the goods, inventory, intangibles, chattel paper, securities, documents of title, instruments, money, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral".

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

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

5. The Debtor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. The Debtor waives receipt of any financing statement registered by the Bank and any confirmation of registration.

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

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on the

Insert date of execution

10 day of FEB ^{N.S.} 19 2000

To be signed by Debtor; if Debtor is a Corporation with a corporate seal affix corporate seal and ensure signatures are authorized; Debtor's name should be typed

Gill's Vacuum Service LTD.



Required only for a Corporation

CORPORATE AUTHORIZING RESOLUTION

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

NOW THEREFORE BE IT RESOLVED THAT:

1. the Company do enter into, execute and deliver to the Bank of Montreal a security agreement substantially in the form of the draft security agreement presented to the directors, subject to such alterations, amendments or additions to which the President or a Vice-President of the Company may agree;

2. the Company do mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future goods, inventory, intangibles, undertaking and other property and assets as security for its present and future obligations to the Bank of Montreal, all as provided in the said draft security agreement;

3. the execution by the President or a Vice-President of the Company of the said security agreement shall be conclusive proof of his or her agreement to any amendments, alterations or additions incorporated therein;

4. the President and the Vice-President of the Company be and they are each alone hereby authorized to execute and deliver the security agreement aforesaid on behalf of the Company and each of the officers of the Company are hereby authorized to execute all such other documents and writings and to do such other acts and things as may be necessary for fulfilling the Company's obligations under the said security agreement."

CERTIFICATE

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

I am the ^{N.S.} Secretary President of Gill's
Vacuum Service LTD and I hereby certify that:

Insert the appropriate date

1. the foregoing is a true copy of a resolution duly and properly passed or consented to by the board of directors of the said Company on the 9 day of FEB, 19 2000

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

3. the resolution was passed at a meeting duly called and held on the date aforesaid and at which a quorum of the directors was present throughout the meeting, all the directors having received proper notice of the meeting or waiving such notice in accordance with the by-laws of the Company

Use applicable clause

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

Gill's Vacuum Service LTD.

To be signed by Secretary or other authorized officer


NEIL GILLARD Secretary
PRESIDENT. N.S.

2601-6028-003

February 4, 2003

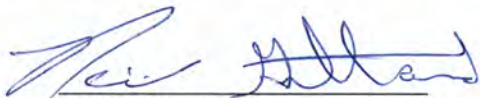
Gill's Vacuum Service Ltd.

Schedule I to LF 377 dated February 10, 2000

2003 Chevrolet LT 4x4 Crew Cab
SER # 1GCHK23163F161712

2003 Chevrolet LT 4x4 Crew Cab
SER # 1GCHK23183F168886

Gill's Vacuum Service LTD.



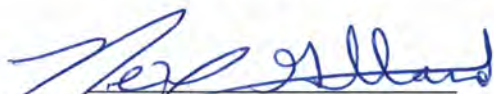
Neil Gillard

November 1, 2007

SCHEDULE I to LF 377 Alberta Personal Property Security Act Security Agreement
dated Feb 10, 2000.

2007 Sterling Truck, Model LT9500
S/N 2TZHAZDE47AV51150

Gill's Vacuum Service Ltd.



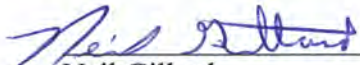
Neil Gillard

November 26, 2007

SCHEDULE I to LF 377 Alberta Personal Property Security Act Security Agreement
dated February 10, 2000

2006 Chevrolet 2500 Duramax Diesel Ext-Cab
S/N 1GCHK29D36E235227

Gill's Vacuum Service Ltd.


Neil Gillard

SCHEDULE "A" Attached to Security Agreement

Dated: **FEBRUARY 10, 2000**

↳ 2008 ~~FREIGHTLINER~~ HYDRO VAC UNIT
↳ 2009 Western Star
S/N 5KKPALAV49PAB 7053

GILL'S VACUUM SERVICE LTD

Signature:  _____

Signature: _____


DATE: June 20/08

SCHEDULE I TO LF 377 GSA DATED FEBRUARY 10, 2000

2009 CADILLAC ESCALADE
S/N 1GYFK13229R247918

Date : July 19/2010

Gill's Vacuum Service Ltd.



Neil Gillard

SCHEDULE I TO LF 377 GSA DATED FEBRUARY 10, 2000

2009 CADILLAC ESCALADE
S/N 1GYFK13229R247918

Date : July 19/2010

Gill's Vacuum Service Ltd.


Neil Gillard


SCHEDULE I TO LF 377 GSA DATED FEBRUARY 10, 2000

2009 Western Star S/N SKK PAL DR 49 PAL 7791

~~2010~~ TORNADO Hydro Vac Package.
2009
N.E. S/N SKK PAL DR 49 PAL 7791

Date: July 19/2010.

Gill's Vacuum Service Ltd.


Neil Gillard

2601-6015-980
- 1023-000

SCHEDULE I TO LF 377 GSA DATED FEBRUARY 10, 2000

2009 WESTERN STAR 4900SA
S/N 5KKPALDR49PAL7788

2010 TORNADO F45 Hydrovac Package
S/N 11887

Date : AUG 11/2010

Gill's Vacuum Service Ltd.


Neil Gillard

SCHEDULE I TO LF 377 GENERAL SECURITY AGREEMENT DATED
FEBRUARY 10, 2000

#30

2011 GMC 2500 Duramax Diesel truck

S/N 1GT121C83BF257904

Date: Sept 28/11

Gill's Vacuum Service Ltd


Neil Gillard

SCHEDULE I TO LF 377 GENERAL SECURITY AGREEMENT DATED 10/02/2000

2006 Dodge Ram 2500	S/N 1D7KS28D56J227117
2007 Dodge Ram 2500	S/N 1D7KS28D97J573642
2011 Dodge Ram 5500	S/N 3D6WU7CL1BG598735
2009 Ford F550	S/N 1FDAF57R39EA50505

Gill's Vacuum Service Ltd


Neil Gillard

Date: APR 12/12

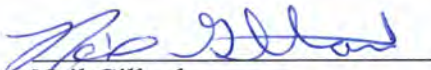
2601-6023-341

W-909474

SCHEDULE I to LF 377 GSA dated 10/02/2000

1982 Chieftain Tracker Carrier
S/N 821364

Gill's Vacuum Service Ltd.


Neil Gillard

This is Exhibit "Z" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

212239117

ORDER NUMBER: 45831622

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

CAVEAT

TO THE REGISTRAR OF THE ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE Bank of Montreal ("**BMO**") having an address of 20th Floor, 10175 – 101 Street, Edmonton, Alberta, T5J 0H3 claims an interest in any of the lands described in Schedule "A" hereto (the "**Lands**").

1. BMO loaned and advanced money to Gill's Vacuum Service Ltd.
2. Gill's Vacuum Service Ltd. provided security to BMO under and pursuant to a General Security Agreement dated February 10, 2000, a photocopy of which is attached in Schedule "B" hereto (the "**Security Agreement**").
3. Under the Security Agreement, Gill's Vacuum Service Ltd. charged in favour of BMO as and by way of a floating charge its undertaking and all its property and assets, real and personal, movable or immovable, of whatsoever nature or kind.
4. The Lands are subject to the charge and mortgage by way of floating charge granted under the Security Agreement.

The value of BMO's mortgage and charge against the Lands is \$500,000.00.

BMO forbids the registration of any person as transferee or owner of or of any instrument affecting the said estate or interest, less the instrument or certificate of title, as the case may be, is expressed to be subject to BMO's claim.

I APPOINT Messrs. Dentons Canada LLP, Barristers and Solicitors, 2500 Stantec Tower, 10220 – 103 Avenue, of the City of Edmonton, in the Province of Alberta, T5J 0K4; Attention: Robert J. de Guzman, as the place which notices and proceedings relating thereto may be served.

DATED this 10th day of August, 2021.

Bank of Montreal, by its solicitors and agents
Dentons Canada LLP

Per: 
ROBERT J. DE GUZMAN

CANADA
PROVINCE OF
ALBERTA
TO WIT:

)
)
)
)

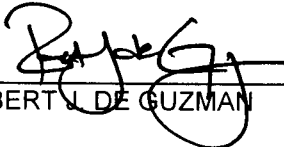
I, Robert J. de Guzman
of the City of
Edmonton, in the
Province of Alberta

MAKE OATH AND SAY AS FOLLOWS:

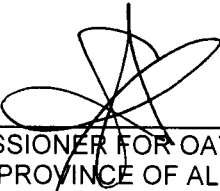
1. I am agent for the above-named Caveator.
2. I believe that the said Caveator has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN BEFORE ME
at the City of Edmonton,
in the Province of
Alberta, this 18 day
of August, 2021.

)
)
)
)
)



ROBERT J. DE GUZMAN



A COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA

Stephanie K. Ferreira
A Commissioner for Oaths
in and for Alberta
My appointment expires Sept. 21, 2021

SCHEDULE "A"

1. PLAN 1562W
BLOCK 5
LOTS 10 TO 12 INCLUSIVE

✓
EXCEPTING THEREOUT ALL MINES AND MINERALS
IN THE ABOVE LOTS WITH THE RIGHT TO WORK THE
SAME OUT OF LOT TEN (10) ONLY

2. PLAN 654NY
LOT(B)
CONTAINING 0.482 HECTARES MORE OR LESS
EXCEPTING THEREOUT
✓
THE MOST EASTERLY FIFTY (50) FEET OF SAID LOT (B)
CONTAINING 0.073 HECTARE (0.18 ACRE) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS


SECURITY AGREEMENT

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

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

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

Box 5
Kinsella, AB.
70B 2ND

2. The Debtor hereby

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

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

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

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

(d) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immoveable, of whatsoever nature and kind, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and to the exceptions hereinafter contained). For the purposes of this Security Agreement, the goods, inventory, intangibles, chattel paper, securities, documents of title, instruments, money, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral".

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

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

5. The Debtor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) exercise any power or right granted to the Bank hereunder;

(b) enter upon any premises under the control of the Debtor and take possession of the Collateral by any method not prohibited by law;

(c) borrow money by charge against the Collateral for the preservation, processing, maintenance or preparation for sale of the Collateral, or for any other purpose;

(d) realize on and dispose of the Collateral by any method not prohibited by law, and on any terms, whether to the highest bidder or not and whether in the ordinary course of the Debtor's business or not;

(e) execute deeds, enter contracts and otherwise act as the attorney of the Debtor in dealing with the Collateral;

(f) institute, defend, compromise, settle or continue any proceedings relating to the Collateral;

(g) generally, to do any act necessary or convenient to the realization of the Collateral that the Debtor itself could have done.

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

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

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

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

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

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

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

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

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

22. The Debtor waives receipt of any financing statement registered by the Bank and any confirmation of registration.

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

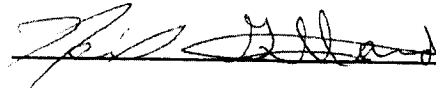
IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on the

Insert date of execution

10 day of FEB ^{N.S.} 19 2000

To be signed by Debtor; if Debtor is a Corporation with a corporate seal affix corporate seal and ensure signatures are authorized; Debtor's name should be typed

Gill's Vacuum Service LTD.



Required only for a Corporation

CORPORATE AUTHORIZING RESOLUTION

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

NOW THEREFORE BE IT RESOLVED THAT:

1. the Company do enter into, execute and deliver to the Bank of Montreal a security agreement substantially in the form of the draft security agreement presented to the directors, subject to such alterations, amendments or additions to which the President or a Vice-President of the Company may agree;

2. the Company do mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future goods, inventory, intangibles, undertaking and other property and assets as security for its present and future obligations to the Bank of Montreal, all as provided in the said draft security agreement;

3. the execution by the President or a Vice-President of the Company of the said security agreement shall be conclusive proof of his or her agreement to any amendments, alterations or additions incorporated therein;

4. the President and the Vice-President of the Company be and they are each alone hereby authorized to execute and deliver the security agreement aforesaid on behalf of the Company and each of the officers of the Company are hereby authorized to execute all such other documents and writings and to do such other acts and things as may be necessary for fulfilling the Company's obligations under the said security agreement."

CERTIFICATE

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

I am the ^{N.S.} Secretary President of Gill's
Vacuum Service LTD and I hereby certify that:

Insert the appropriate date

1. the foregoing is a true copy of a resolution duly and properly passed or consented to by the board of directors of the said Company on the 9 day of FEB 10 2000

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

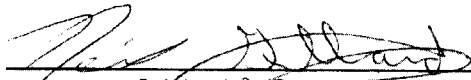
3. the resolution was passed at a meeting duly called and held on the date aforesaid and at which a quorum of the directors was present throughout the meeting, all the directors having received proper notice of the meeting or waiving such notice in accordance with the by-laws of the Company

Use applicable clause

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

GILL'S Vacuum Service LTD.

To be signed by Secretary or other authorized officer


NEIL GILLARD Secretary
PRESIDENT. N.S.



212239117

212239117 REGISTERED 2021 10 29

CAVE - CAVEAT

DOC 2 OF 2 DRR#: C004VVE ADR/AMUSTARD

LINC/S: 0010730258 +

This is Exhibit "AA" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

Search ID #: Z15585192

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW
EDMONTON, AB T5J 3H1

Party Code: 50073881
Phone #: 780 429 5969
Reference #:

Search ID #: Z15585192

Date of Search: 2022-Nov-09

Time of Search: 13:44:17

Business Debtor Search For:

GILL S VACUUM SERVICE LTD.

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z15585192

Business Debtor Search For:

GILL S VACUUM SERVICE LTD.

Search ID #: Z15585192

Date of Search: 2022-Nov-09

Time of Search: 13:44:17

Registration Number: 16011114806

Registration Type: SECURITY AGREEMENT

Registration Date: 2016-Jan-11

Registration Status: Current

Expiry Date: 2026-Jan-11 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

20111721663	Renewal	2020-Nov-17
21081911385	Amendment	2021-Aug-19
22033034899	Amendment	2022-Mar-30
22051718369	Amendment	2022-May-17
22061023136	Amendment	2022-Jun-10
22061726354	Amendment	2022-Jun-17
22062427153	Amendment	2022-Jun-24
22072514234	Amendment	2022-Jul-25
22102123283	Amendment	2022-Oct-21
22102129596	Amendment	2022-Oct-21
22102521907	Amendment	2022-Oct-25
22103125288	Amendment	2022-Oct-31

Debtor(s)

Block

Status

1 GILL'S VACUUM SERVICE LTD.
14032 23 AVE NW SUITE 323
EDMONTON, AB T6R 3L6

Current

Search ID #: Z15585192

Secured Party / Parties

Block

1 BANK OF MONTREAL/BANQUE DE MONTREAL
2ND FLOOR, 234 SIMCOE ST.
TORONTO, ON M5T 1T4

Status

Deleted by
21081911385

Block

2 BANK OF MONTREAL/BANQUE DE MONTREAL
2ND FLOOR, 234 SIMCOE ST.
TORONTO, ON M5T 1T4
Email: westernpprnotices@bmo.com

Status

Deleted by
22062427153

Block

3 BANK OF MONTREAL
C/O 2500, 10220 - 103 AVENUE
EDMONTON, AB T5J 0K4
Email: westernpprnotices@bmo.com

Status

Current by
22062427153

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1D9SH3433DC661062	2013	DRAGON ST6 TRI-AXLE ROLL	TR - Trailer	Current By 21081911385
2	10TK	2018	CADCO ROLL OFF MUD TANK	MV - Motor Vehicle	Current By 21081911385
3	11TK	2018	CADCO ROLL OFF MUD TANK	MV - Motor Vehicle	Current By 21081911385
4	12TK	2018	CADCO ROLL OFF MUD TANK	MV - Motor Vehicle	Current By 21081911385
5	1NKDX4EX6DJ964143	2013	KENWORTH T800	MV - Motor Vehicle	Current By 21081911385
6	3C6TR5DT4EG319254	2014	DODGE RAM 2500 SLT	MV - Motor Vehicle	Deleted By 22102129596
7	3C63R3GT3DG582382	2013	DODGE RAM 3500	MV - Motor Vehicle	Deleted By 22102129596
8	3C6TR5DT4FG601217	2015	DODGE RAM 2500 SLT	MV - Motor Vehicle	Deleted By 22102129596
9	1VR4230D7E1002202	2013	VERMEER NAVIGATOR	MV - Motor Vehicle	Deleted By 22072514234
10	1W9BD1029BE477295	2011	FLAMAN END DUMP	TR - Trailer	Current By 21081911385
11	1FF027DXTDG258617	2014	JOHN DEERE 27D	MV - Motor Vehicle	Current By 21081911385

Search ID #: Z15585192

12	2CUB38E99C2031739	2012	TRAILTECH SPECIALTY	TR - Trailer	Current By 21081911385
13	T0310SJ167486	2008	JOHN DEERE 310SJ BACKHOE	MV - Motor Vehicle	Current By 21081911385
14	2WLJALAV93KL09964	2003	WESTERN STAR BMV0004	MV - Motor Vehicle	Deleted By 22102129596
15	2FZHAZAV15AN6605	2005	STERLING WATER TRUCK	MV - Motor Vehicle	Current By 21081911385
16	1XPFD69XTN412736	1996	PETERBILT BOOM TRUCK	MV - Motor Vehicle	Current By 21081911385
17	D6WF4CT2BG570953	2011	DODGE RAM FLATBED	MV - Motor Vehicle	Deleted By 22102129596
18	1GTGC24U63Z297953	2003	GMC SIERRA PICKUP	MV - Motor Vehicle	Current By 21081911385
19	2GTEK190181144813	2008	GMC SIERRA PICKUP	MV - Motor Vehicle	Deleted By 22102129596
20	2T9FCC3957R175531	2007	OASIS FLATBED TRUCK	MV - Motor Vehicle	Current By 21081911385
21	032042	2003	UTILITY SPECIALTY TRAILER	TR - Trailer	Current By 21081911385
22	2DAEC62754T002612	2004	DOUBLE A TRAILER	TR - Trailer	Deleted By 22102129596
23	1GDJG31U361129318	2006	GMC SAVANA VAN TRUCK	MV - Motor Vehicle	Deleted By 22102129596
24	5KKPALD1XFPGD6020	2015	WESTERN STAR 4900	MV - Motor Vehicle	Deleted By 22102123283
25	1NKDX4EX79R941950	2009	KETHWORTH T800	MV - Motor Vehicle	Deleted By 22102123283
26	5KKPALDR49PAL7791	2009	WESTERN STAR 4900	MV - Motor Vehicle	Deleted By 22102123283
27	5KKPALDR49PAL7788	2009	WESTERN STAR 4900	MV - Motor Vehicle	Deleted By 22102123283
28	5KKPALAV49PAB7053	2009	WESTERN STAR 4900	MV - Motor Vehicle	Deleted By 22102123283
29	821364	1982	FOREMOST CHIEFTAIN	MV - Motor Vehicle	Deleted By 22102123283
30	73479	1980	FOREMOST DELTA III	MV - Motor Vehicle	Deleted By 22102123283

Search ID #: Z15585192

31	2FZHAZDE47AY51150	2007	STERLING FREIGHTLINER	MV - Motor Vehicle	Deleted By 22102123283
32	1G9HT3532LA116021	1990	G&H	TR - Trailer	Deleted By 22102123283
33	2C9SG1CC0XV057235	1999	CHAGON ROLL-OFF	TR - Trailer	Deleted By 22102123283
34	2L9SRHKG0SS062002	1995	ATLAS TRCW0EX	TR - Trailer	Deleted By 22102123283
35	1FT8W3B61DEA06211	2013	FORD F-350	MV - Motor Vehicle	Deleted By 22102129596
36	2CPUSB2D8MA042923	2021	CANADA TRAILERS DT610	TR - Trailer	Deleted By 22102129596
37	2WLNCCND5RK934092	1994	WESTERN STAR 4864S	MV - Motor Vehicle	Deleted By 22102129596
38	1M2AD62C6VW004721	1997	MACK CL713	MV - Motor Vehicle	Current By 22033034899
39	1HTHCADR0SH691921	1995	INTERNATIONAL 8100 TRUCK	MV - Motor Vehicle	Deleted By 22102129596
40	1GT121C83BF257904	2011	GMC 2500 HD TRUCK	MV - Motor Vehicle	Deleted By 22102129596
41	1GT12ZEG1FF648378	2015	GMC 2500JD Z71	MV - Motor Vehicle	Deleted By 22102129596
42	1GC4K0BG3AF125305	2010	CHEVROLET 3500HD	MV - Motor Vehicle	Current By 22033034899
43	1FTWW31568EB74772	2008	FORD F350XL	MV - Motor Vehicle	Deleted By 22102129596
44	1GT220CG6BZ342434	2011	GMC 2500HD	MV - Motor Vehicle	Current By 22033034899
45	1GC4K0BG3AF125305	2010	CHEVROLET 3500	MV - Motor Vehicle	Current By 22033034899
46	1FDWE35L91HB36870	2001	FORD E-350	MV - Motor Vehicle	Deleted By 22102129596
47	4T0G16202R1007195	1994	TITAL HORSE	TR - Trailer	Current By 22033034899
48	3CVC6182682125839	2007	TDC T/A EQUIPMENT	TR - Trailer	Current By 22033034899
49	5WBBE120DWW006528	2012	TNT ENCLOSED VAN	TR - Trailer	Current By 22033034899
50	77889	1997	FOREMOST DELTA III TRUCK	MV - Motor Vehicle	Current By 22033034899

Search ID #: Z15585192

51	8181769	1979	FOREMOST DELTA III TRUCK	MV - Motor Vehicle	Current By 22033034899
52	3093590779565	1997	FOREMOST CHIEFTAIN	MV - Motor Vehicle	Current By 22033034899
53	73497	1980	FOREMOST DELTA III	MV - Motor Vehicle	Current By 22033034899
54	JCB52450J81417924	2008	JCB 524-50	MV - Motor Vehicle	Current By 22033034899
55	MLT4060M	2010	MAGNUM	MV - Motor Vehicle	Current By 22033034899
56	220873	2005	DITCH WITCH JT20	MV - Motor Vehicle	Deleted By 22102129596
57	10040700B010	2008	DITCH WITCH JT922	MV - Motor Vehicle	Current By 22033034899
58	1GTEC19057E514304	2007	GMC 1500	MV - Motor Vehicle	Current By 22033034899
59	4UGFH2026ED025327	2014	ABU T/A	TR - Trailer	Current By 22033034899
60	1FTSW21Y08EA13966	2008	FORD F-250 XL	MV - Motor Vehicle	Current By 22033034899
61	2FZHAZAV15AN66052	2005	STERLING 100	MV - Motor Vehicle	Deleted By 22103125288
62	1HTHCADR45H691291	1995	International/Water	MV - Motor Vehicle	Current By 22051718369
63	1GRAA0620YB069111	2000	GREAT DANE 53'	TR - Trailer	Current By 22061023136
64	2B9UL27J23D133563	2003	BERGEN 30 TRI AXLE	TR - Trailer	Current By 22061023136
65	1GDJC34N7ME511292	1991	GMC 3500	MV - Motor Vehicle	Current By 22061023136
66	TRA6015BL39	1111	50 DANCO ROLL OFF	TR - Trailer	Current By 22061023136
67	2T980039575501	1111	TRI-AXLE FLAT DECK	TR - Trailer	Current By 22061023136
68	1T0410KXTEE271526	1111	JD 410K BACKHOE	MV - Motor Vehicle	Deleted By 22102129596
69	2WLPCDCJ0XJ958188	1999	WESTERN STAR	MV - Motor Vehicle	Current By 22061023136

Search ID #: Z15585192

70	74887	1111	SPOOL TRAILER	TR - Trailer	Current By 22061023136
71	2ATD0T089JU401842	1111	SPOOL TRAILER	TR - Trailer	Current By 22061023136
72	2F9T308LF76056400	1111	REEL	TR - Trailer	Current By 22061023136
73	WU650085	1111	SHOP BUILT REEL	TR - Trailer	Current By 22061023136
74	74503	1111	REEL	TR - Trailer	Current By 22061023136
75	3CUC6182682125633	1111	FLAT DECK	TR - Trailer	Deleted By 22102129596
76	FJ41192	1111	SPOOL	TR - Trailer	Current By 22061023136
77	1DW1A5322XS241918	1111	53 VAN	MV - Motor Vehicle	Deleted By 22102129596
78	1992833	1111	SHOP BUILT GOOSENECK	TR - Trailer	Current By 22061023136
79	CMWFM13VCE0002339	2014	DITCH WITCH FM134	MV - Motor Vehicle	Current By 22061726354
80	CMWJT25YEG0000447	2015	DITCH WITCH DRILL JT25	MV - Motor Vehicle	Current By 22061726354
81	DWPJT10XVH0000120	2017	DITCH WITCH DRILL JT10	MV - Motor Vehicle	Deleted By 22102521907

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	LF377 All present and after acquired personal property.	Current

Search ID #: Z15585192

Business Debtor Search For:

GILL S VACUUM SERVICE LTD.

Search ID #: Z15585192

Date of Search: 2022-Nov-09

Time of Search: 13:44:17

Registration Number: 22053027184

Registration Type: REPORT OF SEIZURE

Registration Date: 2022-May-30

Registration Status: Current

Registration Term: Infinity

Service Area 4

Amount being seized for is \$972,120.18.

Property was seized on 2022-May-28

<u>Registration Type</u>	<u>Date</u>	<u>Registration #</u>	<u>Value</u>
Report of Seizure	2022-May-28	22053027184	\$972,120.18

Exact Match on: Debtor No: 1

Amendments to Registration

22060136810	Amendment	2022-Jun-01
22062326334	Amendment	2022-Jun-23
22062328018	Amendment	2022-Jun-23
22062429983	Amendment	2022-Jun-24
22081634362	Amendment	2022-Aug-16
22102116890	Amendment	2022-Oct-21
22102432081	Amendment	2022-Oct-24
22102526666	Amendment	2022-Oct-25
22102528729	Amendment	2022-Oct-25

Solicitor / Agent

DENTONS CANADA LLP
2500 STANTEC TOWER, 10220 103 AVENUE NW
EDMONTON, AB T5J 0K4

Search ID #: Z15585192

Phone #: 780 423 7325

Reference #: 126233-2055

Civil Enforcement Agent

STEWART BELLAND & ASSOC. INC.
12540 - 126 AVENUE
EDMONTON, AB T5L 3C7
Phone #: 780 465 9725 Fax #: 780 469 6815

Debtor(s)

Block

Status

1 GILL'S VACUUM SERVICE LTD.
14032 23 AVE NW SUITE 323
EDMONTON, AB T6R 3L6

Current

Creditor(s)

Block

Status

1 BANK OF MONTREAL/BANQUE DE MONTREAL
2ND FLOOR, 234 SIMCOE ST.
TORONTO, ON M5T 1T4

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1G9HT3532LA116021	1990	G & H	TR - Trailer	Deleted By 22102116890
2	2C9SG1CC0XV057235	1999	CHAGON ROLL-OFF	TR - Trailer	Deleted By 22102116890
3	2L9SRHKG0SS062002	1995	ATLAS TRCW0EX	TR - Trailer	Deleted By 22102116890
4	1M2AD62C6VW004721	1997	MACK CL713	MV - Motor Vehicle	Current
5	1GRAA0620YB069111	2000	GREAT DANE 53'	TR - Trailer	Current
6	2B9UL27J23D133563	2003	BERGEN 30' TRI AXLE	TR - Trailer	Current
7	1GDJC34N7ME511292	1991	GMC 3500	MV - Motor Vehicle	Current
8	TRA6015BL39	1111	50' DANCO ROLL OFF	TR - Trailer	Current
9	1D9SH3433DC661062	2013	DRAGON 50' TRI AXLE	TR - Trailer	Current
10	73479	1980	FOREMOST DELTA 111 NODWEL	MV - Motor Vehicle	Deleted By 22102116890
11	3C63R3DG582382	2013	DODGE SRW 3500	MV - Motor Vehicle	Deleted By 22062328018

Search ID #: Z15585192

12	3C6TR5DT4FG601217	2015	DODGE SRW 2500	MV - Motor Vehicle	Deleted By 22081634362
13	2DAEC62754T002612	2004	DOUBLE A FLAT BED	TR - Trailer	Deleted By 22081634362
14	2T980039575501	1111	TRI-AXLE FLAT DECK	TR - Trailer	Current By 22060136810
15	1T0410KXTEE271526	1111	JD 410K BACKHOE	MV - Motor Vehicle	Deleted By 22081634362
16	2WLNCCND5RK934092	1994	WESTERN STAR	MV - Motor Vehicle	Deleted By 22081634362
17	T310SJ167486	1111	JD 310 SJ BACKHOE	MV - Motor Vehicle	Deleted By 22081634362
18	2CPUSB2D8MA042923	1111	CANADA TRAILER	TR - Trailer	Deleted By 22102526666
19	1GT12ZEG1FF648378	2015	GMC SIERRA 2500	MV - Motor Vehicle	Deleted By 22081634362
20	2WLJALAV93KL09964	2002	WESTERN STAR WATER TRUCK	MV - Motor Vehicle	Deleted By 22081634362
21	2WLPCDCJ0XK958188	1999	WESTERN STAR	MV - Motor Vehicle	Deleted By 22081634362
22	1GT121C83BF257904	2011	GMC 2500	MV - Motor Vehicle	Deleted By 22081634362
23	1HTHCADR05H691921	1995	INTERNATIONAL LOADSTAR	MV - Motor Vehicle	Deleted By 22081634362
24	1FT8W3BT61DEA06211	2013	FORD F350	MV - Motor Vehicle	Deleted By 22102432081
25	2GTEK190181144813	2008	GMC 1500	MV - Motor Vehicle	Deleted By 22081634362
26	3D6WF4CT2BG570953	2011	DODGE 3500	MV - Motor Vehicle	Deleted By 22081634362
27	74887	1111	SPOOL TRAILER	TR - Trailer	Current By 22060136810
28	2ATD0T089JU401842	1111	SPOOL TRAILER	TR - Trailer	Current By 22060136810
29	2FZHAZDE47AY51150	2007	FORD STERLING	MV - Motor Vehicle	Deleted By 22102116890
30	1FTWW31568EB74772	2008	FORD F350	MV - Motor Vehicle	Deleted By 22081634362
31	PFD69F69X4TN412736	1996	PETERBILT PICKER	MV - Motor Vehicle	Current By 22060136810

Search ID #: Z15585192

32	JCB5245DJP1417924	1111	TELEHANDLER	MV - Motor Vehicle	Current By 22060136810
33	2F9T308LF76056400	1111	REEL	TR - Trailer	Current By 22060136810
34	1GDJG31V361129318	2006	GMC CUTAWAY VAN	MV - Motor Vehicle	Deleted By 22081634362
35	4UGFH202ED025327	1111	SWS FLAT DECK	TR - Trailer	Current By 22060136810
36	WU650085	1111	SHOP BUILT REEL	TR - Trailer	Current By 22060136810
37	1FDWE53L91HB36870	1111	FORD CUBE VAN	MV - Motor Vehicle	Deleted By 22081634362
38	74503	1111	REEL	TR - Trailer	Current By 22060136810
39	3CVC6182682125633	1111	FLAT DECK	TR - Trailer	Deleted By 22081634362
40	FJ41192	1111	SPOOL	TR - Trailer	Current By 22060136810
41	1DW1A5322XS241918	1111	53' VAN	MV - Motor Vehicle	Deleted By 22081634362
42	1992833	1111	SHOP BUILT GOOSENECK	TR - Trailer	Current By 22060136810
43	5KKPALAV49PAB7053	2009	WESTERN STAR	MV - Motor Vehicle	Deleted By 22102116890
44	FF5KKPALD49PAL7791	2009	WESTERN STAR	MV - Motor Vehicle	Deleted By 22102116890
45	1NKDX4EX79R941950	2009	KENWORTH T800	MV - Motor Vehicle	Deleted By 22102116890
46	5KKPALDR49PAL7788	2009	WESTERN STAR	MV - Motor Vehicle	Deleted By 22102116890
47	5KKPALD1XFPG06020	2009	WESTERN STAR	MV - Motor Vehicle	Deleted By 22102116890
48	2FZHAZDE47AP51150	2007	STERLING LT9500	MV - Motor Vehicle	Deleted By 22081634362
49	0WPJT10000120	1111	BRANDT DITCH WITCH	MV - Motor Vehicle	Deleted By 22102528729
50	3C6TR5DT4EG319254	2014	DODGE RAM 2500	MV - Motor Vehicle	Deleted By 22081634362

Search ID #: Z15585192

51 3C63R3GT3DG582382 2013 DODGE SRW 3500 MV - Motor Vehicle Deleted By
22081634362

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL FURNISHINGS, FIXTURES, EQUIPMENT, INVENTORY AND ASSETS. FOR A COMPLETE LIST OF SEIZED ASSETS, CONTACT THE CIVIL ENFORCEMENT AGENCY.	Deleted By 22060136810
2	ALL FURNISHINGS, FIXTURES, EQUIPMENT, INVENTORY AND ASSETS LOCATED AT 9550 ENDEAVOR DRIVE, ROCKYVIEW COUNTY. FOR A COMPLETE LIST OF SEIZED ASSETS, CONTACT THE CIVIL ENFORCEMENT AGENCY.	Current By 22060136810
3	ALL FURNISHINGS, FIXTURES, EQUIPMENT, INVENTORY AND ASSETS LOCATED AT 124 & 321 MAIN STREET, KINSELLA, AB. FOR A COMPLETE LIST OF SEIZED ASSETS, CONTACT THE CIVIL ENFORCEMENT AGENCY.	Current By 22060136810

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	SERIAL #'D ITEM SEIZED UNDER SECTION 54 OF THE CIVIL ENFORCEMENT ACT.	Current
<u>Block</u> <u>Additional Information</u> <u>Status</u>		
2	ALL ASSETS NOT SEIZED UNDER SECTION 54, SEIZED AND LEFT ON A BAILEE'S UNDERTAKING.	Current
<u>Block</u> <u>Additional Information</u> <u>Status</u>		
3	SERIAL #'D ITEMS 49 & 50 SEIZED AND LEFT ON SITE	Current By 22062326334
<u>Block</u> <u>Additional Information</u> <u>Status</u>		
4	JUNE 24, 2022 - CREDITOR ADDRESS AMENDED TO READ: BANK OF MONTREAL c/o 2500, 10220 - 103 Avenue NW Edmonton, AB T5J 0K4	Current By 22062429983

Search ID #: Z15585192

Business Debtor Search For:

GILL S VACUUM SERVICE LTD.

Search ID #: Z15585192

Date of Search: 2022-Nov-09

Time of Search: 13:44:17

Registration Number: 18112015872

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Nov-20

Registration Status: Current

Expiry Date: 2024-Nov-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

Current

1 GILL'S VACUUM SERVICE LTD.
323-14032 23 AVE NW
EDMONTON, AB T6R 3L6

Block

Status

Current

2 GILLARD, NEIL, ROY
323-14032 23 AVE NW
EDMONTON, AB T6R3L6

Birth Date:
1963-Oct-08

Secured Party / Parties

Block

Status

Current

1 CWB NATIONAL LEASING INC.
1525 BUFFALO PLACE
WINNIPEG, MB R3T 1L9
Phone #: 204 954 9000 Fax #: 866 814 4752

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	10TK	2018	CADCO ROLL OFF MUD TANK	MV - Motor Vehicle	Current
2	11TK	2018	CADCO ROLL OFF MUD TANK	MV - Motor Vehicle	Current
3	12TK	2018	CADCO ROLL OFF MUD TANK	MV - Motor Vehicle	Current

Search ID #: Z15585192

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL INDUSTRIAL EQUIPMENT-MUD TANKS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 2890063, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	Purchase Money Security Interest.	Current

Search ID #: Z15585192

Business Debtor Search For:

GILL S VACUUM SERVICE LTD.

Search ID #: Z15585192

Date of Search: 2022-Nov-09

Time of Search: 13:44:17

Registration Number: 20030206628

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-02

Registration Status: Current

Expiry Date: 2025-Mar-02 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 GILL'S VACUUM SERVICE LTD.
14032 23 AVE, SUITE 323
EDMONTON, AB T6R 3L6

Current

Block

Status

2 GILLARD, NEIL
1609 MALONE WAY NW
EDMONTON, AB T6R 0H3

Current

Birth Date:
1963-Oct-08

Block

Status

3 GILLARD, NEIL
323-14032 23 AVE NW
EDMONTON, AB T6R 3L6

Current

Birth Date:
1963-Oct-08

Secured Party / Parties

Block

Status

1 RCAP LEASING INC.
5575 NORTH SERVICE RD, STE 300
BURLINGTON, ON L7L 6M1
Email: cms_alberta_notifications@teranet.ca

Current

Search ID #: Z15585192

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL EQUIPMENT FROM TIME TO TIME LEASED BY THE SECURED PARTY TO THE DEBTOR AS DESCRIBED ON LEASES, CONDITIONAL SALES AGREEMENTS AND ANY OTHER FINANCING AGREEMENTS ENTERED INTO BETWEEN THE SECURED PARTY AND THE DEBTOR FROM TIME TO TIME AND ANY PROCEEDS THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES AND ATTACHMENTS. (1) 2018 DITCH WITCH JT5 W/30PCS OF PIPE HOUSING BIT S/N:DWPJT5XXJJ0000506 (1) 2019 SUBSITE RECON1 W/ TD DISPLAY AND 88B BEACON	Current

Search ID #: Z15585192

Business Debtor Search For:

GILL S VACUUM SERVICE LTD.

Search ID #: Z15585192

Date of Search: 2022-Nov-09

Time of Search: 13:44:17

Registration Number: 20033044378

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-30

Registration Status: Current

Expiry Date: 2024-Mar-30 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

22062728043

Amendment

2022-Jun-27

Debtor(s)

Block

Status

1 GILL'S VACUUM SERVICE LTD.
323-14032 23 AVE NW,
EDMONTON, AB T6R 3L6

Current

Block

Status

2 GILLARD, NEIL, ROY
323-14032 23 AVE NW,
EDMONTON, AB T6R 3L6

Current

Birth Date:
1963-Oct-08

Secured Party / Parties

Block

Status

1 COAST CAPITAL EQUIPMENT FINANCE LTD.
800-9900 KING GEORGE BLVD.
SURREY, BC V3T 0K7
Email: absecparties@avssystems.ca

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1VR4230D7E1002202	2013	VERMEER NAVIGATOR	MV - Motor Vehicle	Deleted By 22062728043
2	1W9BD1029BE477295	2011	FLAMAN END DUMP	TR - Trailer	Current

Search ID #: Z15585192

3	1FF027DXTDG258617	2014	JOHN DEERE 27D	MV - Motor Vehicle	Deleted By 22062728043
4	2CUB38E99C2031739	2012	TRAILTECH SPECIALTY	TR - Trailer	Deleted By 22062728043

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ONE (1) USED 2013 VERMEER D36X50 NAVIGATOR CRAWLER DOZER S/N 1VR4230D7E1002202 C/W ONE (1) USED MUD MIXING SYSTEM S/N CMWFM13VCE0002339 ONE (1) USED 2011 FLAMAN T/A END DUMP TRAILER S/N 1W9BD1029BE477295 ONE (1) USED 2014 JOHN DEERE 27D EXCAVATOR S/N 1FF027DXTDG258617 C/W ONE (1) USED 12",24",34" BUCKET ONE (1) USED 2013 TNT S/S ENCLOSED TRAILER S/N 5WBBE120DWW006528 ONE (1) USED 2012 TRAILTECH SPECIALTY TRAILER S/N 2CUB38E99C2031739 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.	Deleted By 22062728043
2	(1) USED MUD MIXING SYSTEM S/N CMWFM13VCE0002339 ONE (1) USED 2011 FLAMAN T/A END DUMP TRAILER S/N 1W9BD1029BE477295 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.	Current By 22062728043

Search ID #: Z15585192

Business Debtor Search For:

GILL S VACUUM SERVICE LTD.

Search ID #: Z15585192

Date of Search: 2022-Nov-09

Time of Search: 13:44:17

Registration Number: 22051325462

Registration Type: REPORT OF SEIZURE

Registration Date: 2022-May-13

Registration Status: Current

Registration Term: Infinity

Service Area 4

Amount being seized for is \$131,308.13.

Property was seized on 2022-May-12

<u>Registration Type</u>	<u>Date</u>	<u>Registration #</u>	<u>Value</u>
Report of Seizure	2022-May-12	22051325462	\$131,308.13

Exact Match on: Debtor No: 1

Amendments to Registration

22051628194	Amendment	2022-May-16
22051629249	Amendment	2022-May-16
22081620902	Amendment	2022-Aug-16

Solicitor / Agent

COAST CAPITAL EQUIPMENT FINANCE LTD.
#800, 990 KING GEORGE BLVD.
SURREY, BC V3T 0K7

Reference #: C10620

Civil Enforcement Agent

STEWART BELLAND & ASSOC. INC.
12540 - 126 AVENUE
EDMONTON, AB T5L 3C7
Phone #: 780 465 9725 Fax #: 780 469 6815

Search ID #: Z15585192

Debtor(s)

Block

1 GILL'S VACUUM SERVICE LTD.
323-14032 23 AVE NW,
EDMONTON, AB T6R 3L6

Status

Current

Block

2 GILLARD, NEIL, ROY
323-14032 23 AVE NW,
EDMONTON, AB T6R 3L6

Status

Current

Gender:
Unknown

Birth Date:
1963-Oct-08

Creditor(s)

Block

1 COAST CAPITAL EQUIPMENT FINANCE LTD.
800-9900 KING GEORGE BLVD.
SURREY, BC V3T 0K7

Status

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1VR4230D7E1002202	2013	VERMEER DOZER	MV - Motor Vehicle	Deleted By 22051628194
2	CMWFM13VCE0002339	1111	MIXING SYSTEM	MV - Motor Vehicle	Current
3	1W9BD1029BE477295	2011	FLAMAN END DUMP	TR - Trailer	Deleted By 22051628194
4	1FF027DXTDG258617	2014	JOHN DEERE 27D	MV - Motor Vehicle	Current
5	5WBBE120DWW006528	2013	TNT	TR - Trailer	Deleted By 22051628194
6	2CUB38E99C2031739	2012	TRAILTECH SPECIALTY	TR - Trailer	Deleted By 22051628194
7	1VR4230D7E1002202	2013	VERMEER DIRECTIONAL DRILL	MV - Motor Vehicle	Deleted By 22081620902
8	1W9BD1029BE477295	2011	FLAMAN DUMP TRAILER	TR - Trailer	Deleted By 22081620902
9	5WBBE120EWW006528	2013	TNT	TR - Trailer	Current By 22051628194
10	2CUB38E99C2031739	2012	TRAILTECH P2 PROS. DUMP	TR - Trailer	Current By 22051628194

Search ID #: Z15585192

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	2011 FLAMAN END DUMP S/N 1W9BD1029BE477295 SEIZED UNDER SECTION 54 OF THE CIVIL ENFORCEMENT ACT.	Deleted By 22051628194
2	2014 JOHN DEERE 27D S/N 1FF027DXTDG258617 C/W ONE USED 12", 24", 34" BUCKET	Deleted By 22051628194
3	1 RACK OF 12' X 3' DRILL PIPE (25 PIECES); 1 RACK 12' X 3' DRILL PIPE (18 PIECES); 1 RACK OF 12' X 3' DRILL PIPE (37 PIECES); 1 RACK OF 12' X 3' DRILL PIPE (4 PIECES); 1 DRILL STEM C/W BIT	Deleted By 22051628194
4	2013 VERMEER DIRECTIONAL DRILL MODEL D36X50 S/N 1VR4230D7E1000202 C/W ALL ATTACHMENTS, PIPE RACKS AND 10' X 35 DRILL PIPE.	Current By 22051628194
5	1 RACK 10' X 3" DRILL PIPE (25 PIECES)	Current By 22051628194
6	1 RACK 10' X 3" DRILL PIPE (18 PIECES)	Current By 22051628194
7	1 RACK 10' X 3" DRILL PIPE (37 PIECES)	Current By 22051628194
8	1 RACK 10' X 3" DRILL PIPE (4 PIECES)	Current By 22051628194
9	1 DRILL STEM C/W BIT (1 PIECE)	Current By 22051628194
10	1 DITCH WITCH FM13V MIXING SYSTEM S/N CMWFM13VCE0002339	Deleted By 22081620902
11	2014 JOHN DEERE 27D S/N 1FF027DXTDG258617 C/W 34" AND 12" BUCKET	Current By 22051628194
12	2011 FLAMAN END DUMP S/N 1W9BD1029BE477295 SEIZED UNDER SECTION 54 OF THE CIVIL ENFORCEMENT ACT.	Deleted By 22081620902

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	SEIZED AND REMOVED TO SECURE STORAGE, CALGARY, AB.	Current

Search ID #: Z15585192

Business Debtor Search For:

GILL S VACUUM SERVICE LTD.

Search ID #: Z15585192

Date of Search: 2022-Nov-09

Time of Search: 13:44:17

Registration Number: 21032413512

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Mar-24

Registration Status: Current

Expiry Date: 2031-Mar-24 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

22051921532	Amendment	2022-May-19
22070625535	Renewal	2022-Jul-06
22081519815	Amendment	2022-Aug-15
22081922190	Amendment	2022-Aug-19
22102714221	Amendment	2022-Oct-27
22102803694	Amendment	2022-Oct-28

Debtor(s)

Block

Status

Current

1 GILL'S VACUUM SERVICE LTD.
323 - 14032 23 AVE NW
EDMONTON, AB T6R 3L6

Block

Status

Current

2 NRG CONSTRUCTION GROUP
323 - 14032 23 AVE NW
EDMONTON, AB T6R 3L6

Secured Party / Parties

Block

Status

Current

1 ACCORD SMALL BUSINESS FINANCE CORP
305 - 889 HARBOURSIDE DRIVE
NORTH VANCOUVER, BC V7P 3S1
Phone #: 604 982 3010 Fax #: 888 835 9757
Email: funding@accordfinancial.net

Search ID #: Z15585192

Block

Status

2 ACCORD SMALL BUSINESS LEASING CORP
305 - 889 HARBOURSIDE DRIVE
NORTH VANCOUVER, BC V7P 3S1
Phone #: 604 982 3010 Fax #: 888 835 9757
Email: funding@accordfinancial.net

Current

Block

Status

3 VARION CAPITAL CORP. DBA ACCORD FINANCIAL
305 - 889 HARBOURSIDE DRIVE
NORTH VANCOUVER, BC V7P 3S1
Phone #: 604 982 3010 Fax #: 888 835 9757
Email: funding@accordfinancial.net

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1D9SH3433DC661062	2013	DRAGON ST6 TRI-AXLE	TR - Trailer	Deleted By 22081519815
2	10TK	2018	CADCO ROLL MUD TANK	TR - Trailer	Current By 22051921532
3	11TK	2018	CADCO ROLL MUD TANK	TR - Trailer	Current By 22051921532
4	12TK	2018	CADCO ROLL MUD TANK	TR - Trailer	Current By 22051921532
5	1NKDX4EX6DJ964143	2013	KENWORTH T800	MV - Motor Vehicle	Deleted By 22081519815
6	3C6TR5DT4EG319254	2014	DODGE RAM 2500 SLT	MV - Motor Vehicle	Deleted By 22081519815
7	3C63R3GT3DG582382	2013	DODGE RAM 3500	MV - Motor Vehicle	Deleted By 22081519815
8	3C6TR5DT4FG601217	2015	DODGE RAM 2500 SLT	MV - Motor Vehicle	Deleted By 22081519815
9	1VR4230D7E1002202	2013	VERMEER NAVIGATOR	MV - Motor Vehicle	Deleted By 22081519815
10	1W9BD1029BE477295	2011	FLAMAN END DUMP	TR - Trailer	Deleted By 22081519815
11	1FF027DXTDG258617	2014	JOHN DEERE 27D	MV - Motor Vehicle	Current By 22051921532
12	2CUB38E99C2031739	2012	TRAILTECH SPECIALITY	TR - Trailer	Deleted By 22081519815

Search ID #: Z15585192

13	T0310SJ167486	2008	JOHN DEERE 310SJ	MV - Motor Vehicle	Deleted By 22081519815
14	2WLJALAV93KL09964	2003	WESTERN STAR BMV0004	MV - Motor Vehicle	Deleted By 22081519815
15	2FZHAZAV15AN6605	2005	STERLING WATER TRUCK	MV - Motor Vehicle	Deleted By 22081519815
16	1XPFD69XTN412736	1996	PETERBILT BOOM TRUCK	MV - Motor Vehicle	Deleted By 22081519815
17	D6WF4CT2BG570953	2011	DODGE RAM FLATBED	MV - Motor Vehicle	Deleted By 22081519815
18	1GTGC24U63Z297953	2003	GMC SIERRA PICKUP	MV - Motor Vehicle	Deleted By 22081519815
19	2GTEK190181144813	2008	GMC SIERRA PICKUP	MV - Motor Vehicle	Deleted By 22081519815
20	2T9FCC3957R175531	2007	OASIS FLATBED	MV - Motor Vehicle	Deleted By 22081519815
21	032042	2003	UTILITY SPECIALITY	TR - Trailer	Current By 22051921532
22	2DAEC62754T002612	2004	DOUBLE A UNKNOWN	TR - Trailer	Deleted By 22081519815
23	1GDJG31U361129318	2006	GMC SAVANA	MV - Motor Vehicle	Deleted By 22081519815
24	5KKPALD1XFPGD6020	2015	WESTERN STAR 4900	MV - Motor Vehicle	Deleted By 22081922190
25	1NKDX4EX79R941950	2009	KETHWORTH T800	MV - Motor Vehicle	Deleted By 22081922190
26	5KKPALDR49PAL7791	2009	WESTERN STAR 4900	MV - Motor Vehicle	Deleted By 22081922190
27	5KKPALDR49PAL7788	2009	WESTERN STAR 4900	MV - Motor Vehicle	Deleted By 22081922190
28	5KKPALAV49PAB7053	2009	WESTERN STAR 4900	MV - Motor Vehicle	Deleted By 22081922190
29	821364	1982	FOREMOST CHIEFTAN	MV - Motor Vehicle	Deleted By 22081922190
30	73479	1980	FOREMOST DELTA II	MV - Motor Vehicle	Deleted By 22081922190
31	2FZHAZDE47AY51150	2007	STERLING FREIGHTLINER	MV - Motor Vehicle	Deleted By 22081922190
32	1G9HT3532LA116021	1990	G&H TRI/A	TR - Trailer	Deleted By 22081922190

Search ID #: Z15585192

33	2C9SG1CC0XV057235	1999	CHAGON ROLL-OFF	TR - Trailer	Deleted By 22081922190
34	2L9SRHKG0SS062002	1995	ATLAS TRCW0EX	TR - Trailer	Deleted By 22081922190
35	1FT8W3B61DEA06211	2013	FORD F350	MV - Motor Vehicle	Deleted By 22081519815
36	2CPUSB2D8MA042923	2021	CANADA DT610	TR - Trailer	Deleted By 22081519815
37	2WLNCCND5RK934092	1994	WESTERN STAR 4864S	MV - Motor Vehicle	Deleted By 22081519815
38	1M2AD62C6VW004721	1997	MACK CL713	MV - Motor Vehicle	Current By 22051921532
39	1HTHCADR0SH691921	1995	INTERNATIONAL 8100	MV - Motor Vehicle	Deleted By 22081519815
40	1GT121C83BF257904	2011	GMC 2500SD	MV - Motor Vehicle	Deleted By 22081519815
41	1GT12ZEG1FF648378	2015	GMC 2500JD	MV - Motor Vehicle	Deleted By 22081519815
42	1GC4K0BG3AF125305	2010	CHEVROLET 3500HD	MV - Motor Vehicle	Current By 22051921532
43	1FTWW31568EB74772	2008	FORD F350XL	MV - Motor Vehicle	Deleted By 22081519815
44	1GT220CG6BZ342434	2011	GMC 2500HD	MV - Motor Vehicle	Current By 22051921532
45	1FDWE35L91HB36870	2001	FORD E-350	MV - Motor Vehicle	Deleted By 22081519815
46	4T0G16202R1007195	1994	TITAL HORSE UNKNOWN	MV - Motor Vehicle	Current By 22051921532
47	3CVC6182682125839	2007	TDC T/A UNKNOWN	TR - Trailer	Current By 22051921532
48	5WBBE120DWW006528	2012	TNT ENCLOSED VAN	TR - Trailer	Current By 22051921532
49	77889	1997	FOREMOST DELTA II	TR - Trailer	Current By 22051921532
50	8181769	1979	FOREMOST DELTA II	TR - Trailer	Current By 22051921532
51	3093590779565	1997	FOREMOST CHIEFTAN	TR - Trailer	Current By 22051921532

Search ID #: Z15585192

52	73497	1980	FOREMOST CHIEFTAN	TR - Trailer	Current By 22051921532
53	JCB52450J81417924	2008	JCB 524-50	MV - Motor Vehicle	Deleted By 22081519815
54	MLT4060M	2010	MAGNUM UNKNOWN	MV - Motor Vehicle	Deleted By 22081519815
55	220873	2005	DITCH WITCH JT20	MV - Motor Vehicle	Deleted By 22081519815
56	10040700B010	2008	DITCH WITCH JT922	MV - Motor Vehicle	Deleted By 22081519815
57	1GTEC19057E514304	2007	GMC 1500	MV - Motor Vehicle	Current By 22051921532
58	4UGFH2026ED025327	2014	ABU T/A	MV - Motor Vehicle	Current By 22051921532
59	1FTSW21Y08EA13966	2008	FORD F-250 XL	TR - Trailer	Current By 22051921532
60	2FZHAZAV15AN66052	2005	STERLING 100 100	MV - Motor Vehicle	Deleted By 22081519815
61	1D9SH3433DC661062	2013	DRAGON ST6 TRI-AXLE	MV - Motor Vehicle	Deleted By 22081519815
62	NA	2007	TDC SPECIALITY	TR - Trailer	Current By 22051921532
63	CMWJT25YEG0000447	2015	DITCH WITCH JT25	MV - Motor Vehicle	Deleted By 22081519815
64	DWPJT10XVH0000120	2017	DITCH WITCH JT10	MV - Motor Vehicle	Deleted By 22081519815
65	1T0410KXTEE271526	2015	JOHN DEERE LDR 410K	MV - Motor Vehicle	Deleted By 22081519815
66	1	1982	FOREMOST DELTA II	MV - Motor Vehicle	Deleted By 22081922190
67	1XPFD69X4TN412736	1996	PETERBILT 378 BOOM	MV - Motor Vehicle	Current By 22051921532
68	3D6WF4CT2BG570953	2011	RAM 3500	MV - Motor Vehicle	Deleted By 22102714221
69	N/A	2014	JOHN DEERE 27D	TR - Trailer	Current By 22051921532
70	2WLJALAU93KL09964	2003	WESTERN STAR WATER TRUCK	MV - Motor Vehicle	Deleted By 22102803694
71	1HTHCADR45H691291	1995	INTERNATIONAL WATER TRUCK	TR - Trailer	Current By 22051921532

Search ID #: Z15585192

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR (AS THOSE TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND.	Current

Search ID #: Z15585192

Business Debtor Search For:

GILL S VACUUM SERVICE LTD.

Search ID #: Z15585192

Date of Search: 2022-Nov-09

Time of Search: 13:44:17

Registration Number: 21081911243

Registration Date: 2021-Aug-19

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Amendments to Registration

22062427185

Amendment

2022-Jun-24

Debtor(s)

Block

Status

Current

1 GILL'S VACUUM SERVICE LTD.
2900, 10180 - 101 STREET
EDMONTON, AB T5J 3V5

Secured Party / Parties

Block

Status

Deleted by
22062427185

1 BANK OF MONTREAL
20TH FLOOR, 10175 - 101 STREET
EDMONTON, AB T5J 0H3
Email: WESTERNPPRNOTICES@BMO.COM

Block

Status

Current by
22062427185

2 BANK OF MONTREAL
C/O 2500, 10220 - 103 AVENUE
EDMONTON, AB T5J 0K4
Email: westernpprnotices@bmo.com

Result Complete

This is Exhibit "BB" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

SECURITY AGREEMENT

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

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

1609 Malone Way NW, Edmonton, Alberta, T6R 0H3

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

2. The Debtor hereby

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

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

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

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

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

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

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

5. The Debtor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on the 27 day of APRIL, 2018.

Insert date of execution

ONE EARTH ENVIRONMENTAL SOLUTIONS INC.

By: 
Name: Neil Gillard
Title: Owner - Director

® Registered trade-marks of Bank of Montreal

CORPORATE AUTHORIZING RESOLUTION

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

NOW THEREFORE BE IT RESOLVED THAT:

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

CERTIFICATE

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

I am the Secretary of ONE EARTH ENVIRONMENTAL SOLUTIONS INC. and I hereby certify that:

Insert the appropriate date

1. the foregoing is a true copy of a resolution duly and properly passed or consented to by the board of directors of the said Company on the 27 day of APRIL, 2018.

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

3. the resolution was passed at a meeting duly called and held on the date aforesaid and at which a quorum of the directors was present throughout the meeting, all the directors having received proper notice of the meeting or waiving such notice in accordance with the by-laws of the Company

Use applicable clause

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

To be signed by Secretary or
other authorized officer



Secretary

This is Exhibit "CC" referred to in the Affidavit
of John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

Search ID #: Z15585198

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW
EDMONTON, AB T5J 3H1

Party Code: 50073881
Phone #: 780 429 5969
Reference #:

Search ID #: Z15585198

Date of Search: 2022-Nov-09

Time of Search: 13:44:58

Business Debtor Search For:

ONE EARTH ENVIRONMENTAL SOLUTIONS 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.



Search ID #: Z15585198

Business Debtor Search For:

ONE EARTH ENVIRONMENTAL SOLUTIONS INC.

Search ID #: Z15585198

Date of Search: 2022-Nov-09

Time of Search: 13:44:58

Registration Number: 18042035839

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Apr-20

Registration Status: Current

Expiry Date: 2023-Apr-20 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

21081911313	Amendment	2021-Aug-19
22033114594	Amendment	2022-Mar-31
22061023121	Amendment	2022-Jun-10
22062427238	Amendment	2022-Jun-24
22102124258	Amendment	2022-Oct-21
22102521918	Amendment	2022-Oct-25
22102814684	Amendment	2022-Oct-28
22103125316	Amendment	2022-Oct-31

Debtor(s)

Block

1 ONE EARTH ENVIRONMENTAL SOLUTIONS INC.
1609 MALONE WAY NW
EDMONTON, AB T6R 0H3

Status

Current

Secured Party / Parties

Block

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

Status

Deleted by
21081911313

Search ID #: Z15585198

Block

2 BANK OF MONTREAL/BANQUE DE MONTREAL
250 YONGE STREET
TORONTO, ON M5B 2L7
Email: westernpprnotices@bmo.com

Status

Deleted by
22062427238

Block

3 BANK OF MONTREAL
C/O 2500, 10220 103 AVENUE
EDMONTON, AB T5J 0K4
Email: westernpprnotices@bmo.com

Status

Current by
22062427238

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	5KKPALD1XFPGD6020	2015	WESTERN STAR 4900	MV - Motor Vehicle	Current By 21081911313
2	1NKDX4EX79R941950	2009	KENWORTH T800	MV - Motor Vehicle	Current By 21081911313
3	5KKPALDR49PAL7791	2009	WESTERN STAR 4900	MV - Motor Vehicle	Current By 21081911313
4	5KKPALDR49PAL7788	2009	WESTERN STAR 4900	MV - Motor Vehicle	Current By 21081911313
5	5KKPALAV49PAB7053	2009	WESTERN STAR 4900	MV - Motor Vehicle	Deleted By 22102814684
6	821364	1982	FOREMOST CHEIFTAIN	MV - Motor Vehicle	Deleted By 22102814684
7	73479	1980	FOREMOST DELTA III	MV - Motor Vehicle	Current By 21081911313
8	2FZHAZDE47AY51150	2007	STERLING FREIGHTLINER	TR - Trailer	Current By 21081911313
9	1G9HT3532LA116021	1990	G&H	TR - Trailer	Current By 21081911313
10	2C9SG1CC0XV057235	1999	CHAGON ROLL-OFF	TR - Trailer	Current By 21081911313
11	2L9SRHKG0SS062002	1995	ATLAS TRCW0EX	TR - Trailer	Current By 21081911313
12	1NKDX4EX79R941950	2009	KENWORTH T800 TRUCK	MV - Motor Vehicle	Current By 22033114594
13	5KKPALDR49PAL7791	2010	TORNADO F45 TRUCK	MV - Motor Vehicle	Current By 22033114594

Search ID #: Z15585198

14	5KKPALDR49PAL7788	2006	TORNADO F45 TRUCK	MV - Motor Vehicle	Current By 22033114594
15	5KKPALD1XFPGD6020	2015	TORNADO F45SL TRUCK	MV - Motor Vehicle	Current By 22033114594
16	1M2AD62C6VW004721	1997	MACK CL713	MV - Motor Vehicle	Current By 22033114594
17	1XPFD69X4TN412736	1996	PETERBILT 378	MV - Motor Vehicle	Current By 22033114594
18	2WLNCCND5RK934092	1994	WESTERN STAR 4846S	MV - Motor Vehicle	Deleted By 22102124258
19	2FZHAZDE47AY51150	2007	STERLING LT9500	MV - Motor Vehicle	Current By 22033114594
20	1HTHCADR0SH691921	1995	INTERNATIONAL 8100	MV - Motor Vehicle	Deleted By 22102124258
21	1GT121C83BF257904	2011	GMC 2500HD	MV - Motor Vehicle	Deleted By 22102124258
22	1GT12ZEG1FF648378	2015	GMC 2500HD	MV - Motor Vehicle	Deleted By 22102124258
23	3C6TR5DT4EG319254	2014	RAM 2500 SLT	MV - Motor Vehicle	Deleted By 22102124258
24	3C6TR5DT4FG601217	2015	RAM 2500 CREW	MV - Motor Vehicle	Deleted By 22102124258
25	3C63R3GT3DG582382	2013	RAM 3500	MV - Motor Vehicle	Deleted By 22102124258
26	3D6WF4CT2BG570953	2011	RAM 3500	MV - Motor Vehicle	Deleted By 22102124258
27	1GC4K0BG3AF125305	2010	CHEVROLET 3500HD	MV - Motor Vehicle	Current By 22033114594
28	1GDJG31U361129318	2006	GMC SAVANA	MV - Motor Vehicle	Deleted By 22102124258
29	1FTWW31568EB74772	2008	FORD F350XL	MV - Motor Vehicle	Deleted By 22102124258
30	1GT220CG6BZ342434	2011	GMC 2500HD	MV - Motor Vehicle	Current By 22033114594
31	1GC4K0BG3AF125305	2010	CHEVROLET 3500	MV - Motor Vehicle	Current By 22033114594
32	1FDWE35L91HB36870	2001	FORD E-350	MV - Motor Vehicle	Deleted By 22102124258
33	1FT8W3B61DEA06211	2013	FORD F350 XL	MV - Motor Vehicle	Deleted By 22102124258

Search ID #: Z15585198

34	4T0G16202R1007195	1994	TITAN HORSE	TR - Trailer	Current By 22033114594
35	2T9FCC3957R175531	2007	OASIS TRI/A FLATBED	TR - Trailer	Current By 22033114594
36	3CVC6182682125839	2007	TDC T/A EQUIPMENT	TR - Trailer	Current By 22033114594
37	032042	2003	T/A UTILITY TRAILER	TR - Trailer	Current By 22033114594
38	2DAEC62754T002612	2004	DOUBLE A T/A	TR - Trailer	Deleted By 22102124258
39	1W9BD1029BE477295	2011	FLAMAN END DUMP	TR - Trailer	Current By 22033114594
40	5WBBE120DWW006528	2012	TNT ENCLOSED VAN	TR - Trailer	Current By 22033114594
41	2CUB38E99C2031739	2012	TRAILTECH P2/14 KHD	TR - Trailer	Current By 22033114594
42	77889	1997	FOREMOST DELTA III TRUCK	MV - Motor Vehicle	Current By 22033114594
43	8181769	1979	FOREMOST DELTA III TRUCK	MV - Motor Vehicle	Current By 22033114594
44	821364	1982	FOREMOST CHIEFTAIN	MV - Motor Vehicle	Deleted By 22102814684
45	3093590779565	1997	FOREMOST CHIEFTAIN	MV - Motor Vehicle	Current By 22033114594
46	73497	1980	FOREMOST DELTA III	MV - Motor Vehicle	Current By 22033114594
47	JCB52450J81417924	2008	JCB 524-50	MV - Motor Vehicle	Current By 22033114594
48	T0310SJ167486	2008	JOHN DEERE 310SL	MV - Motor Vehicle	Current By 22033114594
49	MLT4060M	2010	MAGNUM	MV - Motor Vehicle	Current By 22033114594
50	1FF027DXTDG258617	2014	JOHN DEERE 27D	MV - Motor Vehicle	Current By 22033114594
51	220873	2005	DITCH WITCH JT20	MV - Motor Vehicle	Deleted By 22102124258
52	10040700B010	2008	DITCH WITCH JT922	MV - Motor Vehicle	Current By 22033114594

Search ID #: Z15585198

53	1GTEC19057E514304	2007	GMC 1500	MV - Motor Vehicle	Current By 22033114594
54	4UGFH2026ED025327	2014	ABU T/A	MV - Motor Vehicle	Current By 22033114594
55	1FTSW21Y08EA13966	2008	FORD F-250 XL	MV - Motor Vehicle	Current By 22033114594
56	2C9SG1CC0XV057235	1999	CHAGNON CT 7038-33-A	MV - Motor Vehicle	Current By 22033114594
57	1G9HT3532LA116021	1990	G & H TRI/A	MV - Motor Vehicle	Current By 22033114594
58	2FZHAZAV15AN66052	2005	STERLING 100	MV - Motor Vehicle	Deleted By 22103125316
59	2WLJALAV93KL09964	2003	WESTERN STAR 4900SA	MV - Motor Vehicle	Deleted By 22102124258
60	5KKPALAV49PAB7053	2008	TORNADO F45 TRUCK	MV - Motor Vehicle	Deleted By 22102814684
61	1GTGC24U63Z297953	2003	GMC SIERRA 1500	MV - Motor Vehicle	Deleted By 22102124258
62	1GRAA0620YB069111	2000	GREAT DANE 53'	TR - Trailer	Current By 22061023121
63	2B9UL27J23D133563	2003	BERGEN 30 TRI AXLE	TR - Trailer	Current By 22061023121
64	1GDJC34N7ME511292	1991	GMC 3500	MV - Motor Vehicle	Current By 22061023121
65	TRA6015BL39	1111	50 DANCO ROLL OFF	TR - Trailer	Current By 22061023121
66	2T980039575501	1111	TRI-AXLE FLAT DECK	TR - Trailer	Current By 22061023121
67	1T0410KXTEE271526	1111	JD 410K BACKHOE	MV - Motor Vehicle	Deleted By 22102124258
68	2WLPCDCJ0XJ958188	1999	WESTERN STAR	MV - Motor Vehicle	Current By 22061023121
69	74887	1111	SPOOL TRAILER	TR - Trailer	Current By 22061023121
70	2ATD0T089JU401842	1111	SPOOL TRAILER	TR - Trailer	Current By 22061023121
71	2F9T308LF76056400	1111	REEL	TR - Trailer	Current By 22061023121
72	WU650085	1111	SHOP BUILT REEL	TR - Trailer	Current By 22061023121

Search ID #: Z15585198

73	74503	1111 REEL	TR - Trailer	Current By 22061023121
74	3CUC6182682125633	1111 FLAT DECK	TR - Trailer	Deleted By 22102124258
75	FJ41192	1111 SPOOL	TR - Trailer	Current By 22061023121
76	1DW1A5322XS241918	1111 53 VAN	MV - Motor Vehicle	Deleted By 22102124258
77	1992833	1111 1992833	TR - Trailer	Current By 22061023121
78	1D9SH3433DC661062	2013 DRAGON 50 TRI AXLE	TR - Trailer	Current By 22061023121
79	2CPUSB2D9MA042923	1111 CANADA	TR - Trailer	Deleted By 22102521918
80	2GTEK19081144813	2008 GMC 1500	MV - Motor Vehicle	Deleted By 22102124258

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	LF377 All present and after acquired personal property.	Current

Search ID #: Z15585198

Business Debtor Search For:

ONE EARTH ENVIRONMENTAL SOLUTIONS INC.

Search ID #: Z15585198

Date of Search: 2022-Nov-09

Time of Search: 13:44:58

Registration Number: 22053027629

Registration Type: REPORT OF SEIZURE

Registration Date: 2022-May-30

Registration Status: Current

Registration Term: Infinity

Service Area 4

Amount being seized for is \$247,922.18.

Property was seized on 2022-May-28

<u>Registration Type</u>	<u>Date</u>	<u>Registration #</u>	<u>Value</u>
Report of Seizure	2022-May-28	22053027629	\$247,922.18

Exact Match on: Debtor No: 1

Amendments to Registration

22060137346	Amendment	2022-Jun-01
22060231307	Amendment	2022-Jun-02
22062430129	Amendment	2022-Jun-24
22102117733	Amendment	2022-Oct-21
22102128119	Amendment	2022-Oct-21
22102432101	Amendment	2022-Oct-24
22102526431	Amendment	2022-Oct-25
22102718589	Amendment	2022-Oct-27
22102730094	Amendment	2022-Oct-27
22102815321	Amendment	2022-Oct-28

Search ID #: Z15585198

Solicitor / Agent

DENTONS CANADA LLP
2500 STANTEC TOWER, 10220 103 AVENUE NW
EDMONTON, AB T5J 0K4
Phone #: 780 423 7325

Reference #: 126233-2055

Civil Enforcement Agent

STEWART BELLAND & ASSOC. INC.
12540 - 126 AVENUE
EDMONTON, AB T5L 3C7
Phone #: 780 465 9725 Fax #: 780 469 6815

Debtor(s)

Block

Status

1 ONE EARTH ENVIRONMENTAL SOLUTIONS INC.
1609 MALONE WAY NW
EDMONTON, AB T6R 0H3

Current

Creditor(s)

Block

Status

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

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	73479	1980	FOREMOST DELTA 111	MV - Motor Vehicle	Deleted By 22102117733
2	1G9HT3532LA116021	1990	G & H	TR - Trailer	Deleted By 22102117733
3	2C9SG1CC0XV057235	1999	CHAGON ROLL OFF	TR - Trailer	Deleted By 22102117733
4	2L9SRHKG0SS062002	1995	ATLAS TRCW0EX	TR - Trailer	Deleted By 22102117733
5	1M2AD62C6VW004721	1997	MACK CL713	TR - Trailer	Deleted By 22102815321
6	1GRAA0620YB069111	2000	GREAT DANE 53'	TR - Trailer	Deleted By 22102815321
7	2B9UL27J23D133563	2003	BERGEN 30'	TR - Trailer	Deleted By 22102815321

Search ID #: Z15585198

8	1GDJC34N7ME511292	1991	GMC 3500	MV - Motor Vehicle	Deleted By 22102815321
9	TRA6015BL39	1111	DANCO 50' ROLL OFF	TR - Trailer	Deleted By 22102815321
10	1D9SH3433DC661062	2013	DRAGON 50' TRI AXLE	TR - Trailer	Deleted By 22102815321
11	3C63R3DG582382	2013	DODGE SRW	MV - Motor Vehicle	Deleted By 22102718589
12	3CGTR5DT4FG601217	2015	DODGE SRW	MV - Motor Vehicle	Deleted By 22102815321
13	2DAEC62754T002612	2004	DOUBLE A	TR - Trailer	Deleted By 22102815321
14	2T980039575501	1111	TRI AXLE FLAT DECK	TR - Trailer	Deleted By 22102815321
15	1T0410KXTEE271526	1111	JD 410K BACKHOE	MV - Motor Vehicle	Deleted By 22102815321
16	2WLNCCND5RK934092	1994	WESTERN STAR	MV - Motor Vehicle	Deleted By 22102815321
17	T310SJ167486	1111	JD 310SJ BACKHOE	MV - Motor Vehicle	Deleted By 22102815321
18	2CPUSB2D9MA042923	1111	CANADA	TR - Trailer	Deleted By 22102526431
19	1GT12ZEG1FF648378	2015	GMC SIERRA 2500	MV - Motor Vehicle	Deleted By 22102128119
20	2WLJALAV93KL09964	2002	WESTERN STAR	MV - Motor Vehicle	Deleted By 22102730094
21	2WLPCDCJ0XK958188	1999	WESTERN STAR	MV - Motor Vehicle	Deleted By 22102815321
22	1GT121C83BF257904	2011	GMC 2500	MV - Motor Vehicle	Deleted By 22102128119
23	1HTHCADR05H691921	1995	INTERNATIONAL	MV - Motor Vehicle	Deleted By 22102815321
24	1FT8W3BT61DEA06211	2013	FORD F350	MV - Motor Vehicle	Deleted By 22102432101
25	2GTEK190181144813	2008	GMC 1500	MV - Motor Vehicle	Deleted By 22102815321
26	3D6WF4CT2BG570953	2011	DODGE 3500	MV - Motor Vehicle	Deleted By 22102128119
27	74887	1111	SPOOL	TR - Trailer	Deleted By 22102815321

Search ID #: Z15585198

28	2ATD0T089JU401842	1111	SPOOL	TR - Trailer	Deleted By 22102815321
29	2FZHAZDE47AY51150	2007	FORD WATER TRUCK	MV - Motor Vehicle	Deleted By 22102117733
30	1FTWW31568EB74772	2008	FORD F350	MV - Motor Vehicle	Deleted By 22102815321
31	PFD69F69X4TN412736	1996	PETERBILT PICKER	MV - Motor Vehicle	Deleted By 22102815321
32	JCB52450JP1417924	1111	TELEHANDLER	MV - Motor Vehicle	Deleted By 22102815321
33	2F9T308LF76056400	1111	REEL	TR - Trailer	Deleted By 22102815321
34	1GDJG31V361129318	2006	GMC CUTAWAY VAN	MV - Motor Vehicle	Deleted By 22102815321
35	4UGFH20ED025327	1111	FLAT DECK REEL	TR - Trailer	Deleted By 22102815321
36	WU650085	1111	SHOP BUILT REEL	TR - Trailer	Deleted By 22102815321
37	1FDWE53L91HB36870	1111	FORD CUBE VAN	MV - Motor Vehicle	Deleted By 22102815321
38	74503	1111	REEL	TR - Trailer	Deleted By 22102815321
39	3CUC6182682125633	1111	FLAT DECK	TR - Trailer	Deleted By 22102815321
40	FJ41192	1111	SPOOL	TR - Trailer	Deleted By 22102815321
41	1DW1A5322XS241918	1111	53' VAN	MV - Motor Vehicle	Deleted By 22102815321
42	1992833	1111	GOOSENECK	TR - Trailer	Deleted By 22102815321
43	5KKPALAV49PAB7053	2009	WESTERN STAR	MV - Motor Vehicle	Deleted By 22102117733
44	5KKPALDR49PAL7791	2009	WESTERN STAR	MV - Motor Vehicle	Deleted By 22102117733
45	1NKDX4EX79R941950	2009	KENWORTH T800	MV - Motor Vehicle	Deleted By 22102117733
46	5KKPALDR49PAL7788	2009	WESTERN STAR	MV - Motor Vehicle	Deleted By 22102117733

Search ID #: Z15585198

47	5KKPALD1XFPG06020	2009	WESTERN STAR	MV - Motor Vehicle	Deleted By 22060231307
48	2FZHAZDE47AY51150	2007	STERLING LT9500	MV - Motor Vehicle	Deleted By 22102815321
49	5KKPALD1XFPGD6020	2009	WESTERN STAR	MV - Motor Vehicle	Current By 22060231307

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL FURNISHINGS, FIXTURES, EQUIPMENT, INVENTORY AND ASSETS. FOR A COMPLETE LIST OF SEIZED ASSETS, CONTACT THE CIVIL ENFORCEMENT AGENCY.	Deleted By 22060137346
2	ALL FURNISHINGS, FIXTURES, EQUIPMENT, INVENTORY AND ASSETS LOCATED AT 124 & 321 MAIN STREET, KINSELLA, AB. FOR A COMPLETE LIST OF SEIZED ASSETS, CONTACT THE CIVIL ENFORCEMENT AGENCY.	Current By 22060137346
3	ALL FURNISHINGS, FIXTURES, EQUIPMENT INVENTORY AND ASSETS LOCATED AT 9550 ENDEAVOR DRIVE, ROCKYVIEW, ALBERTA. FOR A COMPLETE LIST OF SEIZED ASSETS CONTACT THE CIVIL ENFORCEMENT AGENCY.	Current By 22060137346

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	SERIAL #D ITEM 1 SEIZED UNDER SECTION 54 OF THE CIVIL ENFORCEMENT ACT.	Deleted By 22102815321
2	SEIZED AND LEFT ON A BAILEE'S UNDERTAKING.	Current
3	CREDITOR ADDRESS AMENDED TO READ: Bank of Montreal c/o 2500, 10220 - 103 Avenue NW Edmonton, AB T5J 0K4	Current By 22062430129

Search ID #: Z15585198

Business Debtor Search For:

ONE EARTH ENVIRONMENTAL SOLUTIONS INC.

Search ID #: Z15585198

Date of Search: 2022-Nov-09

Time of Search: 13:44:58

Registration Number: 21081911269

Registration Type: LAND CHARGE

Registration Date: 2021-Aug-19

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Amendments to Registration

22062427219

Amendment

2022-Jun-24

Debtor(s)

Block

Status

1 ONE EARTH ENVIRONMENTAL SOLUTIONS INC.
1609 MALONE WAY NW
EDMONTON, AB T6R 0H3

Current

Secured Party / Parties

Block

Status

1 BANK OF MONTREAL
20TH FLOOR, 10175 - 101 STREET
EDMONTON, AB T5J 0H3
Email: WESTERNPPRNOTICES@BMO.COM

Deleted by
22062427219

Block

Status

2 BANK OF MONTREAL
C/O 2500, 10220 103 AVENUE
EDMONTON, AB T5J 0K4
Email: westernpprnotices@bmo.com

Current by
22062427219

Result Complete

This is Exhibit "DD" referred to in the Affidavit
of John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

Search ID #: Z15585500

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW
EDMONTON, AB T5J 3H1

Party Code: 50073881

Phone #: 780 429 5969

Reference #:

Search ID #: Z15585500

Date of Search: 2022-Nov-09

Time of Search: 14:21:45

Business Debtor Search For:

2012613 ALBERTA LTD.

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z15585500

Business Debtor Search For:

2012613 ALBERTA LTD.

Search ID #: Z15585500

Date of Search: 2022-Nov-09

Time of Search: 14:21:45

Registration Number: 21081911303

Registration Date: 2021-Aug-19

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Aug-19 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

22062427193

Amendment

2022-Jun-24

Debtor(s)

Block

Status

Current

1 2012613 ALBERTA LTD.
2900, 10180 101 STREET
EDMONTON, AB T5J 3V5

Secured Party / Parties

Block

Status

Deleted by
22062427193

1 BANK OF MONTREAL
20TH FLOOR, 10175 101 STREET
EDMONTON, AB T5J 0H3
Email: WESTERNPPRNOTICES@BMO.COM

Block

Status

Current by
22062427193

2 BANK OF MONTREAL
C/O 2500, 10220 103 AVENUE
EDMONTON, AB T5J 0K4
Email: westernpprnotices@bmo.com

Search ID #: Z15585500

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	<p>ALL PRESENT AND AFTER-ACQUIRED INTANGIBLES (INCLUDING ACCOUNTS), INSTRUMENTS, CHATTEL PAPER, INVESTMENT PROPERTY AND MONEY (AS EACH OF THOSE TERMS ARE DEFINED IN THE PPSA) REPRESENTING AMOUNTS OWED OR OWING BY GILL'S VACUUM SERVICE LTD. TO THE DEBTOR.</p> <p>PROCEEDS: ALL PROCEEDS OF EVERY NATURE, TYPE OR KIND INCLUDING, WITHOUT LIMITATION, GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND INTANGIBLES (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) RECEIVED WHEN THE COLLATERAL DESCRIBED ABOVE OR PROCEEDS THEREOF ARE SOLD, COLLECTED, DEALT WITH, EXCHANGED OR OTHERWISE DISPOSED OF.</p>	Current

Result Complete

This is Exhibit "EE" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

Search ID #: Z15585483

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW
EDMONTON, AB T5J 3H1

Party Code: 50073881
Phone #: 780 429 5969
Reference #:

Search ID #: Z15585483

Date of Search: 2022-Nov-09

Time of Search: 14:20:23

Individual Debtor Search For:

GILLARD, NEIL

Both Exact and Inexact Result(s) Found

NOTE:

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



Search ID #: Z15585483

Individual Debtor Search For:

GILLARD, NEIL

Search ID #: Z15585483

Date of Search: 2022-Nov-09

Time of Search: 14:20:23

Registration Number: 03071425130

Registration Date: 2003-Jul-14

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2028-Jul-14 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

Current

1 GILLARD, NEIL
BOX 5
KINSELLA, AB T0B 2N0

Secured Party / Parties

Block

Status

Current

1 THE NATIONAL LIFE ASSURANCE COMPANY OF CANADA
522 UNIVERSITY AVENUE
TORONTO, ON M5G 1Y7

Collateral: General

Block

Description

Status

1	ALL PRESENT AND FUTURE INDEBTEDNESS OF SEASHELL INVESTMENTS INC.	Current
2	TO THE DEBTOR, COLLECTIVELY OR INDIVIDUALLY, DIRECT AND	Current
3	INDIRECT, ABSOLUTE AND CONTINGENT, INCLUDING WITHOUT RESTRICTION	Current
4	INDEBTEDNESS EVIDENCED BY ACCOUNTS, INSTRUMENTS, DOCUMENTS OF	Current
5	TITLE, CHATTEL PAPER OR SECURITY, AND ALL PROCEEDS THEREOF.	Current
6	PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS,	Current
7	INSURANCE PROCEEDS, DOCUMENTS OF TITLE, INSTRUMENTS, AND	Current
8	SECURITIES.	Current

Search ID #: Z15585483

Individual Debtor Search For:

GILLARD, NEIL

Search ID #: Z15585483

Date of Search: 2022-Nov-09

Time of Search: 14:20:23

Registration Number: 18112015872

Registration Date: 2018-Nov-20

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Nov-20 23:59:59

Inexact Match on: Debtor No: 2

Debtor(s)

Block

Status

Current

1 GILL'S VACUUM SERVICE LTD.
323-14032 23 AVE NW
EDMONTON, AB T6R 3L6

Block

Status

Current

2 GILLARD, NEIL, ROY
323-14032 23 AVE NW
EDMONTON, AB T6R3L6

Birth Date:
1963-Oct-08

Secured Party / Parties

Block

Status

Current

1 CWB NATIONAL LEASING INC.
1525 BUFFALO PLACE
WINNIPEG, MB R3T 1L9
Phone #: 204 954 9000 Fax #: 866 814 4752

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	10TK	2018	CADCO ROLL OFF MUD TANK	MV - Motor Vehicle	Current
2	11TK	2018	CADCO ROLL OFF MUD TANK	MV - Motor Vehicle	Current
3	12TK	2018	CADCO ROLL OFF MUD TANK	MV - Motor Vehicle	Current

Search ID #: Z15585483

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL INDUSTRIAL EQUIPMENT-MUD TANKS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 2890063, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	Purchase Money Security Interest.	Current

Search ID #: Z15585483

Individual Debtor Search For:

GILLARD, NEIL

Search ID #: Z15585483

Date of Search: 2022-Nov-09

Time of Search: 14:20:23

Registration Number: 20030206628

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-02

Registration Status: Current

Expiry Date: 2025-Mar-02 23:59:59

Exact Match on: Debtor No: 2

Exact Match on: Debtor No: 3

Debtor(s)

Block

Status

1 GILL'S VACUUM SERVICE LTD.
14032 23 AVE, SUITE 323
EDMONTON, AB T6R 3L6

Current

Block

Status

2 GILLARD, NEIL
1609 MALONE WAY NW
EDMONTON, AB T6R 0H3

Current

Birth Date:
1963-Oct-08

Block

Status

3 GILLARD, NEIL
323-14032 23 AVE NW
EDMONTON, AB T6R 3L6

Current

Birth Date:
1963-Oct-08

Secured Party / Parties

Block

Status

1 RCAP LEASING INC.
5575 NORTH SERVICE RD, STE 300
BURLINGTON, ON L7L 6M1
Email: cms_alberta_notifications@teranet.ca

Current

Search ID #: Z15585483

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL EQUIPMENT FROM TIME TO TIME LEASED BY THE SECURED PARTY TO THE DEBTOR AS DESCRIBED ON LEASES, CONDITIONAL SALES AGREEMENTS AND ANY OTHER FINANCING AGREEMENTS ENTERED INTO BETWEEN THE SECURED PARTY AND THE DEBTOR FROM TIME TO TIME AND ANY PROCEEDS THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES AND ATTACHMENTS. (1) 2018 DITCH WITCH JT5 W/30PCS OF PIPE HOUSING BIT S/N:DWPJT5XXJJ0000506 (1) 2019 SUBSITE RECON1 W/ TD DISPLAY AND 88B BEACON	Current

Search ID #: Z15585483

Individual Debtor Search For:

GILLARD, NEIL

Search ID #: Z15585483

Date of Search: 2022-Nov-09

Time of Search: 14:20:23

Registration Number: 20033044378

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-30

Registration Status: Current

Expiry Date: 2024-Mar-30 23:59:59

Inexact Match on: Debtor No: 2

Amendments to Registration

22062728043

Amendment

2022-Jun-27

Debtor(s)

Block

Status

1 GILL'S VACUUM SERVICE LTD.
323-14032 23 AVE NW,
EDMONTON, AB T6R 3L6

Current

Block

Status

2 GILLARD, NEIL, ROY
323-14032 23 AVE NW,
EDMONTON, AB T6R 3L6

Current

Birth Date:
1963-Oct-08

Secured Party / Parties

Block

Status

1 COAST CAPITAL EQUIPMENT FINANCE LTD.
800-9900 KING GEORGE BLVD.
SURREY, BC V3T 0K7
Email: absecparties@avssystems.ca

Current

Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

Status

1 1VR4230D7E1002202 2013 VERMEER NAVIGATOR MV - Motor Vehicle

Deleted By
22062728043

2 1W9BD1029BE477295 2011 FLAMAN END DUMP TR - Trailer

Current

Search ID #: Z15585483

3	1FF027DXTDG258617	2014	JOHN DEERE 27D	MV - Motor Vehicle	Deleted By 22062728043
4	2CUB38E99C2031739	2012	TRAILTECH SPECIALTY	TR - Trailer	Deleted By 22062728043

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ONE (1) USED 2013 VERMEER D36X50 NAVIGATOR CRAWLER DOZER S/N 1VR4230D7E1002202 C/W ONE (1) USED MUD MIXING SYSTEM S/N CMWFM13VCE0002339 ONE (1) USED 2011 FLAMAN T/A END DUMP TRAILER S/N 1W9BD1029BE477295 ONE (1) USED 2014 JOHN DEERE 27D EXCAVATOR S/N 1FF027DXTDG258617 C/W ONE (1) USED 12",24",34" BUCKET ONE (1) USED 2013 TNT S/S ENCLOSED TRAILER S/N 5WBBE120DWW006528 ONE (1) USED 2012 TRAILTECH SPECIALTY TRAILER S/N 2CUB38E99C2031739 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.	Deleted By 22062728043
2	(1) USED MUD MIXING SYSTEM S/N CMWFM13VCE0002339 ONE (1) USED 2011 FLAMAN T/A END DUMP TRAILER S/N 1W9BD1029BE477295 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.	Current By 22062728043

Search ID #: Z15585483

Individual Debtor Search For:

GILLARD, NEIL

Search ID #: Z15585483

Date of Search: 2022-Nov-09

Time of Search: 14:20:23

Registration Number: 22051325462

Registration Type: REPORT OF SEIZURE

Registration Date: 2022-May-13

Registration Status: Current

Registration Term: Infinity

Service Area 4

Amount being seized for is \$131,308.13.

Property was seized on 2022-May-12

<u>Registration Type</u>	<u>Date</u>	<u>Registration #</u>	<u>Value</u>
Report of Seizure	2022-May-12	22051325462	\$131,308.13

Inexact Match on: Debtor No: 2

Amendments to Registration

22051628194	Amendment	2022-May-16
22051629249	Amendment	2022-May-16
22081620902	Amendment	2022-Aug-16

Solicitor / Agent

COAST CAPITAL EQUIPMENT FINANCE LTD.
#800, 990 KING GEORGE BLVD.
SURREY, BC V3T 0K7

Reference #: C10620

Civil Enforcement Agent

STEWART BELLAND & ASSOC. INC.
12540 - 126 AVENUE
EDMONTON, AB T5L 3C7
Phone #: 780 465 9725 Fax #: 780 469 6815

Search ID #: Z15585483

Debtor(s)

Block

1 GILL'S VACUUM SERVICE LTD.
323-14032 23 AVE NW,
EDMONTON, AB T6R 3L6

Status

Current

Block

2 GILLARD, NEIL, ROY
323-14032 23 AVE NW,
EDMONTON, AB T6R 3L6

Status

Current

Gender:
Unknown

Birth Date:
1963-Oct-08

Creditor(s)

Block

1 COAST CAPITAL EQUIPMENT FINANCE LTD.
800-9900 KING GEORGE BLVD.
SURREY, BC V3T 0K7

Status

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1VR4230D7E1002202	2013	VERMEER DOZER	MV - Motor Vehicle	Deleted By 22051628194
2	CMWFM13VCE0002339	1111	MIXING SYSTEM	MV - Motor Vehicle	Current
3	1W9BD1029BE477295	2011	FLAMAN END DUMP	TR - Trailer	Deleted By 22051628194
4	1FF027DXTDG258617	2014	JOHN DEERE 27D	MV - Motor Vehicle	Current
5	5WBBE120DWW006528	2013	TNT	TR - Trailer	Deleted By 22051628194
6	2CUB38E99C2031739	2012	TRAILTECH SPECIALTY	TR - Trailer	Deleted By 22051628194
7	1VR4230D7E1002202	2013	VERMEER DIRECTIONAL DRILL	MV - Motor Vehicle	Deleted By 22081620902
8	1W9BD1029BE477295	2011	FLAMAN DUMP TRAILER	TR - Trailer	Deleted By 22081620902
9	5WBBE120EWW006528	2013	TNT	TR - Trailer	Current By 22051628194
10	2CUB38E99C2031739	2012	TRAILTECH P2 PROS. DUMP	TR - Trailer	Current By 22051628194

Search ID #: Z15585483

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	2011 FLAMAN END DUMP S/N 1W9BD1029BE477295 SEIZED UNDER SECTION 54 OF THE CIVIL ENFORCEMENT ACT.	Deleted By 22051628194
2	2014 JOHN DEERE 27D S/N 1FF027DXTDG258617 C/W ONE USED 12", 24", 34" BUCKET	Deleted By 22051628194
3	1 RACK OF 12' X 3' DRILL PIPE (25 PIECES); 1 RACK 12' X 3' DRILL PIPE (18 PIECES); 1 RACK OF 12' X 3' DRILL PIPE (37 PIECES); 1 RACK OF 12' X 3' DRILL PIPE (4 PIECES); 1 DRILL STEM C/W BIT	Deleted By 22051628194
4	2013 VERMEER DIRECTIONAL DRILL MODEL D36X50 S/N 1VR4230D7E1000202 C/W ALL ATTACHMENTS, PIPE RACKS AND 10' X 35 DRILL PIPE.	Current By 22051628194
5	1 RACK 10' X 3" DRILL PIPE (25 PIECES)	Current By 22051628194
6	1 RACK 10' X 3" DRILL PIPE (18 PIECES)	Current By 22051628194
7	1 RACK 10' X 3" DRILL PIPE (37 PIECES)	Current By 22051628194
8	1 RACK 10' X 3" DRILL PIPE (4 PIECES)	Current By 22051628194
9	1 DRILL STEM C/W BIT (1 PIECE)	Current By 22051628194
10	1 DITCH WITCH FM13V MIXING SYSTEM S/N CMWFM13VCE0002339	Deleted By 22081620902
11	2014 JOHN DEERE 27D S/N 1FF027DXTDG258617 C/W 34" AND 12" BUCKET	Current By 22051628194
12	2011 FLAMAN END DUMP S/N 1W9BD1029BE477295 SEIZED UNDER SECTION 54 OF THE CIVIL ENFORCEMENT ACT.	Deleted By 22081620902

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	SEIZED AND REMOVED TO SECURE STORAGE, CALGARY, AB.	Current

Search ID #: Z15585483

Individual Debtor Search For:

GILLARD, NEIL

Search ID #: Z15585483

Date of Search: 2022-Nov-09

Time of Search: 14:20:23

Registration Number: 20061533724

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Jun-15

Registration Status: Current

Expiry Date: 2026-Jun-15 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 GILLARD, NEIL
1609 MALONE WAY NW
EDMONTON, AB T6R 0H3

Current

Secured Party / Parties

Block

Status

1 TRAVELERS RESTRUCTURING CAPITAL INC.
400 - 4180 LOUGHEED HIGHWAY
BURNABY, BC V5C 6A7
Email: wmiller@tfgfinancial.com

Current

Collateral: General

Block

Description

Status

1 ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF GILL'S VACUUM SERVICE LTD. TO THE DEBTOR.

Current

PROCEEDS: ANY AND ALL "GOODS", "INTANGIBLES", "CHATTEL PAPER", "DOCUMENTS OF TITLE", "INSTRUMENTS", "MONEY" AND "INVESTMENT PROPERTY" (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (ALBERTA) AS AMENDED OR REPLACED FROM TIME TO TIME) CONSTITUTING PROCEEDS OF ANY OR ALL OF THE FOREGOING COLLATERAL, INCLUDING PROCEEDS OF PROCEEDS.

Search ID #: Z15585483

Individual Debtor Search For:

GILLARD, NEIL

Search ID #: Z15585483

Date of Search: 2022-Nov-09

Time of Search: 14:20:23

Registration Number: 21081911162

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Aug-19

Registration Status: Current

Expiry Date: 2026-Aug-19 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

22062427242

Amendment

2022-Jun-24

Debtor(s)

Block

Status

Current

1 GILLARD, NEIL
14023 23 AVENUE
EDMONTON, AB T6R 3L6

Secured Party / Parties

Block

Status

Deleted by
22062427242

1 BANK OF MONTREAL
20TH FLOOR, 10175 101 STREET
EDMONTON, AB T5J 0H3
Email: WESTERNPPRNOTICES@BMO.COM

Block

Status

Current by
22062427242

2 BANK OF MONTREAL
C/O 2500, 10220 103 AVENUE
EDMONTON, AB T5J 0K4
Email: westernpprnotices@bmo.com

Search ID #: Z15585483

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	<p>ALL PRESENT AND AFTER-ACQUIRED INTANGIBLES (INCLUDING ACCOUNTS), INSTRUMENTS, CHATTEL PAPER, INVESTMENT PROPERTY AND MONEY (AS EACH OF THOSE TERMS ARE DEFINED IN THE PPSA) REPRESENTING AMOUNTS OWED OR OWING BY GILL'S VACUUM SERVICE LTD. TO THE DEBTOR.</p> <p>PROCEEDS: ALL PROCEEDS OF EVERY NATURE, TYPE OR KIND INCLUDING, WITHOUT LIMITATION, GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND INTANGIBLES (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) RECEIVED WHEN THE COLLATERAL DESCRIBED ABOVE OR PROCEEDS THEREOF ARE SOLD, COLLECTED, DEALT WITH, EXCHANGED OR OTHERWISE DISPOSED OF.</p>	Current

Search ID #: Z15585483

Individual Debtor Search For:

GILLARD, NEIL

Search ID #: Z15585483

Date of Search: 2022-Nov-09

Time of Search: 14:20:23

Registration Number: 21081911183

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Aug-19

Registration Status: Current

Expiry Date: 2026-Aug-19 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

22062427264

Amendment

2022-Jun-24

Debtor(s)

Block

Status

1 GILLARD, NEIL
14023 23 AVENUE
EDMONTON, AB T6R 3L6

Current

Secured Party / Parties

Block

Status

1 BANK OF MONTREAL
20TH FLOOR, 10175 101 STREET
EDMONTON, AB T5J 0H3
Email: WESTERNPPRNOTICES@BMO.COM

Deleted by
22062427264

Block

Status

2 BANK OF MONTREAL
C/O 2500, 10220 103 AVENUE
EDMONTON, AB T5J 0K4
Email: westernpprnotices@bmo.com

Current by
22062427264

Search ID #: Z15585483

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	<p>ALL PRESENT AND AFTER-ACQUIRED INTANGIBLES (INCLUDING ACCOUNTS), INSTRUMENTS, CHATTEL PAPER, INVESTMENT PROPERTY AND MONEY (AS EACH OF THOSE TERMS ARE DEFINED IN THE PPSA) REPRESENTING AMOUNTS OWED OR OWING BY ONE EARTH ENVIRONMENTAL SOLUTIONS INC. TO THE DEBTOR.</p> <p>PROCEEDS: ALL PROCEEDS OF EVERY NATURE, TYPE OR KIND INCLUDING, WITHOUT LIMITATION, GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND INTANGIBLES (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) RECEIVED WHEN THE COLLATERAL DESCRIBED ABOVE OR PROCEEDS THEREOF ARE SOLD, COLLECTED, DEALT WITH, EXCHANGED OR OTHERWISE DISPOSED OF.</p>	Current

Search ID #: Z15585483

Note:

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

Debtor Name / Address	Birth Date:	Reg.#
GELLERT, CORNELIA 6950 21 AVE NW EDMONTON, AB T6K 2H4	1999-Jan-08	19100206374

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
GELLERT, CORY PO BOX 563 THORSBY, AB T0C 2P0	1980-Oct-20	14080626713

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
GELLERT, CORY PO BOX 563 THORSBY, AB T0C 2P0	1980-Oct-20	14080626713

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
GELLERT, CORY, MELVIN 5414 - 50 STREET THORSBY, AB T0C 2P0	1980-Oct-20	20090807716

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
GELLERT, NORMAN 42 FLAGSTAFF CLOSE RED DEER, AB T4N 6V1	1960-Nov-03	18071616494

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
GELLERT, NORMAN, GREGORY 42 FLAGSTAFF CLOSE RED DEER, AB T4N 6V1	1960-Nov-03	09110221795

Search ID #: Z15585483

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
GILLARD, COREY, GARFIELD 144 CLAUSEN CS FORT MCMURRAY, AB T9K2H7	1971-Jul-23	19110529134

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
GILLARD, NANCY, VANESSA 120 CHESTNUT CRES FORT MCMURRAY, AB T9K0M6	1985-Aug-01	21061136619

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
GILLARD, NATHAN, D 106 ASPENHILL FORT MCMURRAY, AB T9J 1E1	1995-Apr-05	20090902487

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
GILLARD, NATHAN, DEAN 106 ASPENHILL FORT MCMURRAY, AB T9J 1E1	1995-Apr-05	20090902487

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
GILLARD, NATHAN, DEAN 106 ASPENHILL DRIVE FORT MCMURRAY, AB T9J1E1	1995-Apr-05	21120632492

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
GOULART, NATALIA 1671 HAMMOND CRES NW EDMONTON, AB T6M 0N3	1967-Dec-24	20100901636

SECURITY AGREEMENT

Search ID #: Z15585483

Debtor Name / Address

Birth Date:
1967-Dec-24

Reg.#

GOULART, NATALIA DE JESUS, S
1671 HAMMOND CRES NW
EDMONTON, AB T6M 0N3

20100901636

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1964-Oct-25

Reg.#

GUILLARD, CORINNE
9908 BONAVENTURE DRIVE SE #SUITE 11
CALGARY, AB T2J 5E3

19120208308

SECURITY AGREEMENT

Result Complete

This is Exhibit "FF" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

大成 DENTONS

Dean A. Hitesman
Partner
dean.hitesman@dentons.com
D +1 780 423 7284

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

dentons.com

March 31, 2022

File No.: 126233-2055/DAH

DELIVERED VIA REGISTERED MAIL

Gill's Vacuum Service Ltd.
c/o Registered Office
2900, 10180 – 101 Street
Edmonton, AB T5J 3V5

Dear Sir/Madam:

RE: Indebtedness to Bank of Montreal – Gill's Vacuum Service Ltd.

Please be advised that we are the solicitors for Bank of Montreal ("**BMO**") in respect of its dealings with Gill's Vacuum Service Ltd. ("**Gill's**"). Our client advises that Gill's is directly indebted to it for the following indebtedness, without limitation:

- (a) Operating Demand Loan #2601-1023000 – outstanding balance as at March 31, 2022 of \$386,122.15, plus interest thereon and thereafter at the rate of 5.00% per annum above the prime rate of interest maintained by BMO from time to time ("**Prime**");
- (b) Demand Loan #2579-6999171 - outstanding balance as at March 31, 2022 of \$86,944.11, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
- (c) any additional credit extended or advanced by BMO to Gill's in the absolute discretion of BMO from and after March 31, 2022, plus interest thereon; and
- (d) costs on a solicitor and his own client basis;

(the sum of (a) - (d) is referred to herein as the "**Direct Indebtedness**").

On behalf of our client, we hereby demand payment of the above-noted Direct Indebtedness. Payment is to be made to our client care of this office within ten (10) days of this letter, failing which legal action and/or realization proceedings may be commenced to recover the Direct Indebtedness.

We also note that Gill's is additionally indebted to BMO for a Canada Emergency Business Account loan in the amount of \$60,000.00, which does not form part of this demand letter for payment, but remains an obligation of Gill's.

Our client advises that Gill's guaranteed to BMO payment of the indebtedness of One Earth Environmental Services Inc. ("**One Earth**") by way of a Guarantee for Indebtedness of an Incorporated Company dated February 4, 2020, limited to the principal amount of \$150,000.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs, and a Guarantee for Indebtedness of an Incorporated Company dated April 27, 2018, limited to the principal amount of \$170,000.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs.

Larraín Rencoret ► Hamilton Harrison & Mathews ► Mardemootoo Balgobin ► HPRP ► Zain & Co. ► Delany Law ► Dinner Martin
Maclay Murray & Spens ► Gallo Barrios Pickmann ► Muñoz ► Cardenas & Cardenas ► Lopez Velarde ► Rodyk ► Boekel ► OPF Partners

Additionally, 693235 Alberta Ltd. (“**6932**”) which amalgamated with Gill’s on December 31, 2019 guaranteed to BMO payment of the indebtedness of One Earth by way of a Guarantee for Indebtedness of an Incorporated Company dated February 4, 2020, limited to the principal amount of \$150,000.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs, and a Guarantee for Indebtedness of an Incorporated Company dated April 27, 2018, limited to the principal amount of \$170,000.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs.

Our client advises that One Earth is indebted to BMO for the following indebtedness, without limitation:

- (a) Operating Demand Loan #2601-1998772 – outstanding balance as at March 31, 2022 of \$149,995.25, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
- (b) Demand Loan #2532-6994093 - outstanding balance as at March 31, 2022 of \$83,035.19, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
- (c) MasterCard #5264*****4624 - outstanding balance as at March 31, 2022 of \$14,892.24, plus interest thereon and thereafter at the rate of 18.40% per annum;
- (d) any additional credit extended or advanced by BMO to One Earth in the absolute discretion of BMO from and after March 31, 2022, plus interest thereon; and
- (e) costs on a solicitor and his own client basis;

(the sum of (a) - (e) is referred to herein as the “**One Earth Indebtedness**”).

On behalf of our client, we hereby demand payment of the above-noted One Earth Indebtedness. Payment is to be made to our client care of this office within ten (10) days of this letter, failing which legal action and/or realization proceedings may be commenced to recover the One Earth Indebtedness.

We also note that One Earth is additionally indebted to BMO for a Canada Emergency Business Account loan in the amount of \$60,000.00, which does not form part of this demand letter for payment, but remains an obligation of One Earth.

Our client further advises that Gill’s guaranteed to BMO payment of the indebtedness of Neil Gillard (“**Gillard**”) by way of a Guarantee for Indebtedness of an Individual dated July 26, 2016, limited to the principal amount of \$580,000.00, plus interest from the date of demand at the rate of 5.00% per annum above Prime, plus legal costs. Additionally, 6932 guaranteed to BMO payment of the indebtedness of Gillard by way of a Guarantee for Indebtedness of an Individual dated July 26, 2016, limited to the principal amount of \$580,000.00, plus interest from the date of demand at the rate of 5.00% per annum above Prime, plus legal costs.

Our client advises that Gillard is indebted to BMO for the following indebtedness, without limitation:

- (a) Demand Loan #2601-6997242 - outstanding balance as at March 31, 2022 of \$251,131.24, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;

- (b) any additional credit extended or advanced by BMO to Gillard in the absolute discretion of BMO from and after March 31, 2022, plus interest thereon; and
- (c) legal costs;

(the sum of (a) - (c) is referred to herein as the "**Gillard Indebtedness**").

On behalf of our client, we hereby demand payment of the above-noted Gillard Indebtedness. Payment is to be made to our client care of this office within ten (10) days of this letter, failing which legal action and/or realization proceedings may be commenced to recover the Gillard Indebtedness.

By a Mortgage of Land dated July 26, 2016, Gill's and 6932 granted to BMO a collateral mortgage over lands described as:

PLAN 1225MC
BLOCK 1
LOT 22
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

-and-

PLAN 1562W
BLOCK 5
LOTS 10 TO 12 INCLUSIVE

EXCEPTING THEREOUT ALL MINES AND MINERALS
IN THE ABOVE LOTS WITH RIGHT TO WORK THE
SAME OUT OF LOT TEN (10) ONLY

-and-

PLAN 654NY
LOT (B)
CONTAINING 0.482 HECTARES MORE OR LESS
EXCEPTING THEREOUT
THE MOST EASTERLY FIFTY (50) FEET OF SAID LOT (B)
CONTAINING 0.073 HECTARE (0.18 ACRE) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS


for the principal sum of \$580,000.00, plus interest at the rate of 5.00% per annum above Prime, plus any and all costs incurred by BMO, including all professional fees and legal fees on a solicitor and his own client basis (the "**Mortgage**"). The Mortgage secures the Direct Indebtedness, One Earth Indebtedness, and Gillard Indebtedness. On behalf of BMO, we hereby demand payment in accordance with the terms of the Mortgage.

Please find enclosed for service upon Gill's a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Please additionally find enclosed a copy of the demand letter and Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*, which were sent on behalf of our client to One Earth, and the demand letter and Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*, which were sent on behalf of our client to Gillard, which are provided to you as a guarantor of the One Earth Indebtedness and Gillard Indebtedness.

Please note that our client reserves the right to accelerate the time for payment set out in this letter and the time set out in the attached Notice if it comes to believe that it is in its interest to do so.

Regards,
Dentons Canada LLP

DocuSigned by:

D3DB418C59DF4BF...

Dean A. Hitesman
Partner

Enclosures
c.c. client (*via email*)

FORM 86

Notice of Intention to Enforce a Security
(Rule 124)

To: Gill's Vacuum Service Ltd., an insolvent person

Take notice that:

1. Bank of Montreal (the "**Secured Party**"), a secured creditor, intends to enforce its security on the insolvent person's property described below:

- (a) Lands legally described as:

PLAN 1562W
BLOCK 5
LOTS 10 TO 12 INCLUSIVE

EXCEPTING THEREOUT ALL MINES AND MINERALS
IN THE ABOVE LOTS WITH RIGHT TO WORK THE
SAME OUT OF LOT TEN (10) ONLY

-and-

PLAN 654NY
LOT (B)
CONTAINING 0.482 HECTARES MORE OR LESS
EXCEPTING THEREOUT
THE MOST EASTERLY FIFTY (50) FEET OF SAID LOT (B)
CONTAINING 0.073 HECTARE (0.18 ACRE) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

(collectively, the "**Lands**")

- (b) All rents and leases derived from the Lands.
- (c) All present and after acquired real and personal property of Gill's Vacuum Service Ltd.
- (d) All accounts, debts, and other intangibles, chattel paper, documents of title, instruments, securities and security interests of Gill's Vacuum Service Ltd.
- (e) All indebtedness of One Earth Environmental Solutions Inc. to Gill's Vacuum Service Ltd.
- (f) All indebtedness of One Earth Environmental Solutions Inc. to Gill's Vacuum Service Ltd.
- (g) All indebtedness of One Earth Environmental Solutions Inc. to 693235 Alberta Ltd.
- (h) All indebtedness of One Earth Environmental Solutions Inc. to 693235 Alberta Ltd.
- (i) All indebtedness of Neil Gillard to Gill's Vacuum Service Ltd.

大成 DENTONS

Dean A. Hitesman
Partner
dean.hitesman@dentons.com
D +1 780 423 7284

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

dentons.com

March 31, 2022

File No.: 126233-2055/DAH

DELIVERED VIA REGISTERED MAIL

One Earth Environmental Solutions Inc.
c/o Registered Office
1609 Malone Way NW
Edmonton, AB T6R 0H3

Dear Sir/Madam:

RE: Indebtedness to Bank of Montreal – One Earth Environmental Solutions Inc.

Please be advised that we are the solicitors for Bank of Montreal (“**BMO**”) in respect of its dealings with One Earth Environmental Solutions Inc. (“**One Earth**”). Our client advises that One Earth is indebted to it for the following indebtedness, without limitation:

- (a) Operating Demand Loan #2601-1998772 – outstanding balance as at March 31, 2022 of \$149,995.25, plus interest thereon and thereafter at the rate of 5.00% per annum above the prime rate of interest maintained by BMO from time to time (“**Prime**”);
- (b) Demand Loan #2532-6994093 - outstanding balance as at March 31, 2022 of \$83,035.19, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
- (c) MasterCard #5264*****4624 - outstanding balance as at March 31, 2022 of \$14,892.24, plus interest thereon and thereafter at the rate of 18.40% per annum;
- (d) any additional credit extended or advanced by BMO to One Earth in the absolute discretion of BMO from and after March 31, 2022, plus interest thereon; and
- (e) costs on a solicitor and his own client basis;

(the sum of (a) - (e) is referred to herein as the “**Indebtedness**”).

On behalf of our client, we hereby demand payment of the above-noted Indebtedness. Payment is to be made to our client care of this office within ten (10) days of this letter, failing which legal action and/or realization proceedings may be commenced to recover the Indebtedness.

We also note that One Earth is additionally indebted to BMO for a Canada Emergency Business Account loan in the amount of \$60,000.00, which does not form part of this demand letter for payment, but remains an obligation of One Earth.

Please find enclosed for service upon One Earth a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Larraín Rencoret ► Hamilton Harrison & Mathews ► Mardemootoo Balgobin ► HPRP ► Zain & Co. ► Delany Law ► Dinner Martin
Maclay Murray & Spens ► Gallo Barrios Pickmann ► Muñoz ► Cardenas & Cardenas ► Lopez Velarde ► Rodyk ► Boekel ► OPF Partners




March 31, 2022
Page 2

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Please note that our client reserves the right to accelerate the time for payment set out in this letter and the time set out in the attached Notice if it comes to believe that it is in its interest to do so.

Regards,
Dentons Canada LLP

DocuSigned by:

D3DB418C59DF4BF...

Dean A. Hitesman
Partner

Enclosures
c.c. client (*via email*)

This is Exhibit "GG" referred to in the Affidavit
of John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

大成 DENTONS

Dean A. Hitesman
Partner
dean.hitesman@dentons.com
D +1 780 423 7284

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

dentons.com

March 31, 2022

File No.: 126233-2055/DAH

DELIVERED VIA REGISTERED MAIL

One Earth Environmental Solutions Inc.
c/o Registered Office
1609 Malone Way NW
Edmonton, AB T6R 0H3

Dear Sir/Madam:

RE: Indebtedness to Bank of Montreal – One Earth Environmental Solutions Inc.

Please be advised that we are the solicitors for Bank of Montreal (“**BMO**”) in respect of its dealings with One Earth Environmental Solutions Inc. (“**One Earth**”). Our client advises that One Earth is indebted to it for the following indebtedness, without limitation:

- (a) Operating Demand Loan #2601-1998772 – outstanding balance as at March 31, 2022 of \$149,995.25, plus interest thereon and thereafter at the rate of 5.00% per annum above the prime rate of interest maintained by BMO from time to time (“**Prime**”);
- (b) Demand Loan #2532-6994093 - outstanding balance as at March 31, 2022 of \$83,035.19, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
- (c) MasterCard #5264*****4624 - outstanding balance as at March 31, 2022 of \$14,892.24, plus interest thereon and thereafter at the rate of 18.40% per annum;
- (d) any additional credit extended or advanced by BMO to One Earth in the absolute discretion of BMO from and after March 31, 2022, plus interest thereon; and
- (e) costs on a solicitor and his own client basis;

(the sum of (a) - (e) is referred to herein as the “**Indebtedness**”).

On behalf of our client, we hereby demand payment of the above-noted Indebtedness. Payment is to be made to our client care of this office within ten (10) days of this letter, failing which legal action and/or realization proceedings may be commenced to recover the Indebtedness.

We also note that One Earth is additionally indebted to BMO for a Canada Emergency Business Account loan in the amount of \$60,000.00, which does not form part of this demand letter for payment, but remains an obligation of One Earth.

Please find enclosed for service upon One Earth a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Larraín Rencoret ► Hamilton Harrison & Mathews ► Mardemootoo Balgobin ► HPRP ► Zain & Co. ► Delany Law ► Dinner Martin
Maclay Murray & Spens ► Gallo Barrios Pickmann ► Muñoz ► Cardenas & Cardenas ► Lopez Velarde ► Rodyk ► Boekel ► OPF Partners




March 31, 2022
Page 2

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Please note that our client reserves the right to accelerate the time for payment set out in this letter and the time set out in the attached Notice if it comes to believe that it is in its interest to do so.

Regards,
Dentons Canada LLP

DocuSigned by:

D3DB418C59DF4BF...

Dean A. Hitesman
Partner

Enclosures
c.c. client (*via email*)

This is Exhibit "HH" referred to in the Affidavit
of John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

大成 DENTONS

Dean A. Hitesman
Partner
dean.hitesman@dentons.com
D +1 780 423 7284

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

dentons.com

March 31, 2022

File No.: 126233-2055/DAH

DELIVERED VIA REGISTERED MAIL

Neil Gillard
14032 – 23 Avenue
Edmonton, AB T6R 3L6

Dear Sir:

RE: Indebtedness to Bank of Montreal – Neil Gillard

Please be advised that we are the solicitors for Bank of Montreal (“**BMO**”) in respect of its dealings with Neil Gillard (“**You**”). Our client advises that You are directly indebted to BMO for the following indebtedness, without limitation:

- (a) Demand Loan #2601-6997242 - outstanding balance as at March 31, 2022 of \$251,131.24, plus interest thereon and thereafter at the rate of 5.00% per annum above the prime rate of interest maintained by BMO from time to time (“**Prime**”);
- (b) any additional credit extended or advanced by BMO to Gillard in the absolute discretion of BMO from and after March 31, 2022, plus interest thereon; and
- (c) legal costs;

(the sum of (a) - (c) is referred to herein as the “**Direct Indebtedness**”).

On behalf of our client, we hereby demand payment of the above-noted Direct Indebtedness. Payment is to be made to our client care of this office within ten (10) days of this letter, failing which legal action and/or realization proceedings may be commenced to recover the Direct Indebtedness.

Our client advises that You guaranteed to BMO payment of the indebtedness of Gill's Vacuum Service Ltd. (“**Gill's**”) by way of a Guarantee for Indebtedness of an Incorporated Company dated July 7, 2010, limited to the principal amount of \$1,256,000.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs, a Guarantee for Indebtedness of an Incorporated Company dated June 9, 2008, limited to the principal amount of \$300,000.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs, and a Guarantee for Indebtedness of an Incorporated Company dated February 10, 2000, limited to the principal amount of \$386,000.00, plus interest from the date of demand at the rate of 1.50% per annum above Prime, plus legal costs.

Our client advises that Gill's is indebted to BMO for the following indebtedness, without limitation:

- (a) Operating Demand Loan #2601-1023000 – outstanding balance as at March 31, 2022 of \$386,122.15, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime

Larraín Rencoret ► Hamilton Harrison & Mathews ► Mardemootoo Balgobin ► HPRP ► Zain & Co. ► Delany Law ► Dinner Martin
Maclay Murray & Spens ► Gallo Barrios Pickmann ► Muñoz ► Cardenas & Cardenas ► Lopez Velarde ► Rodyk ► Boekel ► OPF Partners

- (b) Demand Loan #2579-6999171 - outstanding balance as at March 31, 2022 of \$86,944.11, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
- (c) any additional credit extended or advanced by BMO to Gill's in the absolute discretion of BMO from and after March 31, 2022, plus interest thereon; and
- (d) costs on a solicitor and his own client basis;

(the sum of (a) - (d) is referred to herein as the "**Gill's Indebtedness**").

On behalf of our client, we hereby demand payment of the above-noted Gill's Indebtedness. Payment is to be made to our client care of this office within ten (10) days of this letter, failing which legal action and/or realization proceedings may be commenced to recover the Gill's Indebtedness.

We also note that Gill's is additionally indebted to BMO for a Canada Emergency Business Account loan in the amount of \$60,000.00, which does not form part of this demand letter for payment, but remains an obligation of Gill's.

Our client advises that You guaranteed to BMO payment of the indebtedness of One Earth Environmental Services Inc. ("**One Earth**") by way of a Guarantee for Indebtedness of an Incorporated Company dated February 4, 2020, limited to the principal amount of \$150,000.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs, and a Guarantee for Indebtedness of an Incorporated Company dated May 1, 2018, limited to the principal amount of \$170,000.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs.

Our client advises that One Earth is indebted to BMO for the following indebtedness, without limitation:

- (a) Operating Demand Loan #2601-1998772 – outstanding balance as at March 31, 2022 of \$149,995.25, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
- (b) Demand Loan #2532-6994093 - outstanding balance as at March 31, 2022 of \$83,035.19, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
- (c) MasterCard #5264*****4624 - outstanding balance as at March 31, 2022 of \$14,892.24, plus interest thereon and thereafter at the rate of 18.40% per annum;
- (d) any additional credit extended or advanced by BMO to One Earth in the absolute discretion of BMO from and after March 31, 2022, plus interest thereon; and
- (e) costs on a solicitor and his own client basis;

(the sum of (a) - (e) is referred to herein as the "**One Earth Indebtedness**").

On behalf of our client, we hereby demand payment of the above-noted One Earth Indebtedness. Payment is to be made to our client care of this office within ten (10) days of this letter, failing which legal action and/or realization proceedings may be commenced to recover the One Earth Indebtedness.


We also note that One Earth is additionally indebted to BMO for a Canada Emergency Business Account loan in the amount of \$60,000.00, which does not form part of this demand letter for payment, but remains an obligation of One Earth.

Please find enclosed for service upon You a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Please additionally find enclosed a copy of the demand letter and Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*, which were sent on behalf of our client to Gill's, and the demand letter and Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*, which were sent on behalf of our client to One Earth, which are provided to you as a guarantor of the Gill's Indebtedness and One Earth Indebtedness.

Please note that our client reserves the right to accelerate the time for payment set out in this letter and the time set out in the attached Notice if it comes to believe that it is in its interest to do so.

Regards,
Dentons Canada LLP

DocuSigned by:

D3DB418C59DF4BF...

Dean A. Hitesman
Partner

Enclosures
c.c. client (*via email*)

FORM 86

Notice of Intention to Enforce a Security
(Rule 124)

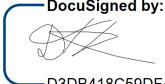
To: Neil Gillard, an insolvent person

Take notice that:

1. Bank of Montreal (the "**Secured Party**"), a secured creditor, intends to enforce its security on the insolvent person's property described below:
 - (a) All indebtedness of Gill's Vacuum Service Ltd. to Neil Gillard.
 - (b) All indebtedness of Gill's Vacuum Service Ltd. to Neil Gillard.
 - (c) All indebtedness of Gill's Vacuum Service Ltd. to Neil Gillard.
 - (d) All indebtedness of One Earth Environmental Solutions Inc. to Neil Gillard.
 - (e) All indebtedness of One Earth Environmental Solutions Inc. to Neil Gillard.
2. The security that is to be enforced is the following:
 - (a) Guarantee for Indebtedness of an Incorporated Company dated July 7, 2010.
 - (b) Guarantee for Indebtedness of an Incorporated Company dated June 9, 2008.
 - (c) Guarantee for Indebtedness of an Incorporated Company dated February 10, 2000.
 - (d) Guarantee for Indebtedness of an Incorporated Company dated February 4, 2020.
 - (e) Guarantee for Indebtedness of an Incorporated Company dated May 1, 2018.
3. The total amount of indebtedness secured by the security is, as of March 31, 2022, \$972,120.18, plus any additional credit extended to the insolvent person by the Secured Party in its absolute discretion, plus accruing interest and legal costs.
4. The Secured Party will not have the right to enforce the security until after the expiry of the ten (10) day period after this notice is sent, unless otherwise ordered by the Court of Queen's Bench in the Province of Alberta or unless the insolvent person consents to an earlier enforcement.

Dated at Edmonton, Alberta, this 31st day of March, 2022.

Bank of Montreal
By its solicitors and agents, Dentons Canada LLP

DocuSigned by:

Per: D3DB418C59DFE4BE
Dean A. Hitesman

大成 DENTONS

Dean A. Hitesman
Partner
dean.hitesman@dentons.com
D +1 780 423 7284

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

dentons.com

March 31, 2022

File No.: 126233-2055/DAH

DELIVERED VIA REGISTERED MAIL

Gill's Vacuum Service Ltd.
c/o Registered Office
2900, 10180 – 101 Street
Edmonton, AB T5J 3V5

Dear Sir/Madam:

RE: Indebtedness to Bank of Montreal – Gill's Vacuum Service Ltd.

Please be advised that we are the solicitors for Bank of Montreal (“**BMO**”) in respect of its dealings with Gill's Vacuum Service Ltd. (“**Gill's**”). Our client advises that Gill's is directly indebted to it for the following indebtedness, without limitation:

- (a) Operating Demand Loan #2601-1023000 – outstanding balance as at March 31, 2022 of \$386,122.15, plus interest thereon and thereafter at the rate of 5.00% per annum above the prime rate of interest maintained by BMO from time to time (“**Prime**”);
- (b) Demand Loan #2579-6999171 - outstanding balance as at March 31, 2022 of \$86,944.11, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
- (c) any additional credit extended or advanced by BMO to Gill's in the absolute discretion of BMO from and after March 31, 2022, plus interest thereon; and
- (d) costs on a solicitor and his own client basis;

(the sum of (a) - (d) is referred to herein as the “**Direct Indebtedness**”).

On behalf of our client, we hereby demand payment of the above-noted Direct Indebtedness. Payment is to be made to our client care of this office within ten (10) days of this letter, failing which legal action and/or realization proceedings may be commenced to recover the Direct Indebtedness.

We also note that Gill's is additionally indebted to BMO for a Canada Emergency Business Account loan in the amount of \$60,000.00, which does not form part of this demand letter for payment, but remains an obligation of Gill's.

Our client advises that Gill's guaranteed to BMO payment of the indebtedness of One Earth Environmental Services Inc. (“**One Earth**”) by way of a Guarantee for Indebtedness of an Incorporated Company dated February 4, 2020, limited to the principal amount of \$150,000.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs, and a Guarantee for Indebtedness of an Incorporated Company dated April 27, 2018, limited to the principal amount of \$170,000.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs.

Larraín Rencoret ► Hamilton Harrison & Mathews ► Mardemootoo Balgobin ► HPRP ► Zain & Co. ► Delany Law ► Dinner Martin
Maclay Murray & Spens ► Gallo Barrios Pickmann ► Muñoz ► Cardenas & Cardenas ► Lopez Velarde ► Rodyk ► Boekel ► OPF Partners

Additionally, 693235 Alberta Ltd. (“**6932**”) which amalgamated with Gill’s on December 31, 2019 guaranteed to BMO payment of the indebtedness of One Earth by way of a Guarantee for Indebtedness of an Incorporated Company dated February 4, 2020, limited to the principal amount of \$150,000.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs, and a Guarantee for Indebtedness of an Incorporated Company dated April 27, 2018, limited to the principal amount of \$170,000.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs.

Our client advises that One Earth is indebted to BMO for the following indebtedness, without limitation:

- (a) Operating Demand Loan #2601-1998772 – outstanding balance as at March 31, 2022 of \$149,995.25, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
- (b) Demand Loan #2532-6994093 - outstanding balance as at March 31, 2022 of \$83,035.19, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
- (c) MasterCard #5264*****4624 - outstanding balance as at March 31, 2022 of \$14,892.24, plus interest thereon and thereafter at the rate of 18.40% per annum;
- (d) any additional credit extended or advanced by BMO to One Earth in the absolute discretion of BMO from and after March 31, 2022, plus interest thereon; and
- (e) costs on a solicitor and his own client basis;

(the sum of (a) - (e) is referred to herein as the “**One Earth Indebtedness**”).

On behalf of our client, we hereby demand payment of the above-noted One Earth Indebtedness. Payment is to be made to our client care of this office within ten (10) days of this letter, failing which legal action and/or realization proceedings may be commenced to recover the One Earth Indebtedness.

We also note that One Earth is additionally indebted to BMO for a Canada Emergency Business Account loan in the amount of \$60,000.00, which does not form part of this demand letter for payment, but remains an obligation of One Earth.

Our client further advises that Gill’s guaranteed to BMO payment of the indebtedness of Neil Gillard (“**Gillard**”) by way of a Guarantee for Indebtedness of an Individual dated July 26, 2016, limited to the principal amount of \$580,000.00, plus interest from the date of demand at the rate of 5.00% per annum above Prime, plus legal costs. Additionally, 6932 guaranteed to BMO payment of the indebtedness of Gillard by way of a Guarantee for Indebtedness of an Individual dated July 26, 2016, limited to the principal amount of \$580,000.00, plus interest from the date of demand at the rate of 5.00% per annum above Prime, plus legal costs.

Our client advises that Gillard is indebted to BMO for the following indebtedness, without limitation:

- (a) Demand Loan #2601-6997242 - outstanding balance as at March 31, 2022 of \$251,131.24, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;

- (b) any additional credit extended or advanced by BMO to Gillard in the absolute discretion of BMO from and after March 31, 2022, plus interest thereon; and
- (c) legal costs;

(the sum of (a) - (c) is referred to herein as the "**Gillard Indebtedness**").

On behalf of our client, we hereby demand payment of the above-noted Gillard Indebtedness. Payment is to be made to our client care of this office within ten (10) days of this letter, failing which legal action and/or realization proceedings may be commenced to recover the Gillard Indebtedness.

By a Mortgage of Land dated July 26, 2016, Gill's and 6932 granted to BMO a collateral mortgage over lands described as:

PLAN 1225MC
BLOCK 1
LOT 22
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

-and-

PLAN 1562W
BLOCK 5
LOTS 10 TO 12 INCLUSIVE

EXCEPTING THEREOUT ALL MINES AND MINERALS
IN THE ABOVE LOTS WITH RIGHT TO WORK THE
SAME OUT OF LOT TEN (10) ONLY

-and-

PLAN 654NY
LOT (B)
CONTAINING 0.482 HECTARES MORE OR LESS
EXCEPTING THEREOUT
THE MOST EASTERLY FIFTY (50) FEET OF SAID LOT (B)
CONTAINING 0.073 HECTARE (0.18 ACRE) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS


for the principal sum of \$580,000.00, plus interest at the rate of 5.00% per annum above Prime, plus any and all costs incurred by BMO, including all professional fees and legal fees on a solicitor and his own client basis (the "**Mortgage**"). The Mortgage secures the Direct Indebtedness, One Earth Indebtedness, and Gillard Indebtedness. On behalf of BMO, we hereby demand payment in accordance with the terms of the Mortgage.

Please find enclosed for service upon Gill's a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Please additionally find enclosed a copy of the demand letter and Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*, which were sent on behalf of our client to One Earth, and the demand letter and Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*, which were sent on behalf of our client to Gillard, which are provided to you as a guarantor of the One Earth Indebtedness and Gillard Indebtedness.

Please note that our client reserves the right to accelerate the time for payment set out in this letter and the time set out in the attached Notice if it comes to believe that it is in its interest to do so.

Regards,
Dentons Canada LLP

DocuSigned by:

D3DB418C59DF4BF...

Dean A. Hitesman
Partner

Enclosures
c.c. client (*via email*)

FORM 86

Notice of Intention to Enforce a Security
(Rule 124)

To: Gill's Vacuum Service Ltd., an insolvent person

Take notice that:

1. Bank of Montreal (the "**Secured Party**"), a secured creditor, intends to enforce its security on the insolvent person's property described below:

- (a) Lands legally described as:

PLAN 1562W
BLOCK 5
LOTS 10 TO 12 INCLUSIVE

EXCEPTING THEREOUT ALL MINES AND MINERALS
IN THE ABOVE LOTS WITH RIGHT TO WORK THE
SAME OUT OF LOT TEN (10) ONLY

-and-

PLAN 654NY
LOT (B)
CONTAINING 0.482 HECTARES MORE OR LESS
EXCEPTING THEREOUT
THE MOST EASTERLY FIFTY (50) FEET OF SAID LOT (B)
CONTAINING 0.073 HECTARE (0.18 ACRE) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

(collectively, the "**Lands**")

- (b) All rents and leases derived from the Lands.
- (c) All present and after acquired real and personal property of Gill's Vacuum Service Ltd.
- (d) All accounts, debts, and other intangibles, chattel paper, documents of title, instruments, securities and security interests of Gill's Vacuum Service Ltd.
- (e) All indebtedness of One Earth Environmental Solutions Inc. to Gill's Vacuum Service Ltd.
- (f) All indebtedness of One Earth Environmental Solutions Inc. to Gill's Vacuum Service Ltd.
- (g) All indebtedness of One Earth Environmental Solutions Inc. to 693235 Alberta Ltd.
- (h) All indebtedness of One Earth Environmental Solutions Inc. to 693235 Alberta Ltd.
- (i) All indebtedness of Neil Gillard to Gill's Vacuum Service Ltd.

大成 DENTONS

Dean A. Hitesman
Partner
dean.hitesman@dentons.com
D +1 780 423 7284

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

dentons.com

March 31, 2022

File No.: 126233-2055/DAH

DELIVERED VIA REGISTERED MAIL

One Earth Environmental Solutions Inc.
c/o Registered Office
1609 Malone Way NW
Edmonton, AB T6R 0H3

Dear Sir/Madam:

RE: Indebtedness to Bank of Montreal – One Earth Environmental Solutions Inc.

Please be advised that we are the solicitors for Bank of Montreal (“**BMO**”) in respect of its dealings with One Earth Environmental Solutions Inc. (“**One Earth**”). Our client advises that One Earth is indebted to it for the following indebtedness, without limitation:

- (a) Operating Demand Loan #2601-1998772 – outstanding balance as at March 31, 2022 of \$149,995.25, plus interest thereon and thereafter at the rate of 5.00% per annum above the prime rate of interest maintained by BMO from time to time (“**Prime**”);
- (b) Demand Loan #2532-6994093 - outstanding balance as at March 31, 2022 of \$83,035.19, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
- (c) MasterCard #5264*****4624 - outstanding balance as at March 31, 2022 of \$14,892.24, plus interest thereon and thereafter at the rate of 18.40% per annum;
- (d) any additional credit extended or advanced by BMO to One Earth in the absolute discretion of BMO from and after March 31, 2022, plus interest thereon; and
- (e) costs on a solicitor and his own client basis;

(the sum of (a) - (e) is referred to herein as the “**Indebtedness**”).

On behalf of our client, we hereby demand payment of the above-noted Indebtedness. Payment is to be made to our client care of this office within ten (10) days of this letter, failing which legal action and/or realization proceedings may be commenced to recover the Indebtedness.

We also note that One Earth is additionally indebted to BMO for a Canada Emergency Business Account loan in the amount of \$60,000.00, which does not form part of this demand letter for payment, but remains an obligation of One Earth.

Please find enclosed for service upon One Earth a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Larraín Rencoret ► Hamilton Harrison & Mathews ► Mardemootoo Balgobin ► HPRP ► Zain & Co. ► Delany Law ► Dinner Martin
Maclay Murray & Spens ► Gallo Barrios Pickmann ► Muñoz ► Cardenas & Cardenas ► Lopez Velarde ► Rodyk ► Boekel ► OPF Partners




March 31, 2022
Page 2

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Please note that our client reserves the right to accelerate the time for payment set out in this letter and the time set out in the attached Notice if it comes to believe that it is in its interest to do so.

Regards,
Dentons Canada LLP

DocuSigned by:

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Dean A. Hitesman
Partner

Enclosures
c.c. client (*via email*)

This is Exhibit "II" referred to in the Affidavit of
John Hermann sworn before me on
November 14, 2022



Commissioner for Oaths in and for the
Province of Alberta

NICHOLAS C. WILLIAMS
BARRISTER AND SOLICITOR

大成 DENTONS

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

dentons.com

March 31, 2022

File No.: 126233-2055/DAH

DELIVERED VIA REGISTERED MAIL

2012613 Alberta Ltd.
c/o Registered Office
2900, 10180 – 101 Street
Edmonton, AB T5J 3V5

Dear Sir/Madam:

RE: Indebtedness to Bank of Montreal – 2012613 Alberta Ltd.

Please be advised that we are the solicitors for Bank of Montreal (“**BMO**”) in respect of its dealings with 2012613 Alberta Ltd. (“**2012**”).

Our client advises that 2012 guaranteed to BMO payment of the indebtedness of Gill's Vacuum Service Ltd. (“**Gill's**”) by way of a Guarantee for Indebtedness of an Incorporated Company dated January 5, 2020, limited to the principal amount of \$618,200.00, plus interest from the date of demand at the rate of 3.00% per annum above the prime rate of interest maintained by BMO from time to time (“**Prime**”), plus legal costs, and a Guarantee for Indebtedness of an Incorporated Company dated April 27, 2018, limited to the principal amount of \$445,500.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs.

Our client advises that Gill's is indebted to BMO for the following indebtedness, without limitation:

- (a) Operating Demand Loan #2601-1023000 – outstanding balance as at March 31, 2022 of \$386,122.15, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime
- (b) Demand Loan #2579-6999171 - outstanding balance as at March 31, 2022 of \$86,944.11, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
- (c) Guaranteed Indebtedness of One Earth Environmental Solutions Inc. – outstanding balance as at March 31, 2022 of \$247,922.68, plus interest thereon and thereafter at the rate of 3.00% per annum above Prime;
- (d) Guaranteed Indebtedness of Neil Gillard - outstanding balance as at March 31, 2022 of \$251,131.24, plus interest thereon and thereafter at the rate of 3.00% per annum above Prime;
- (e) any additional credit extended or advanced by BMO to Gill's in the absolute discretion of BMO from and after March 31, 2022, plus interest thereon; and
- (f) costs on a solicitor and his own client basis;

(the sum of (a) - (f) is referred to herein as the “**Gill's Indebtedness**”).

On behalf of our client, we hereby demand payment of the above-noted Gill's Indebtedness. Payment is to be made to our client care of this office within ten (10) days of this letter, failing which legal action and/or realization proceedings may be commenced to recover the Gill's Indebtedness.


We also note that Gill's is additionally indebted to BMO for a Canada Emergency Business Account loan in the amount of \$60,000.00, which does not form part of this demand letter for payment, but remains an obligation of Gill's.

Please find enclosed for service upon 2012 a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Please additionally find enclosed a copy of the demand letter and Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*, which were sent on behalf of our client to Gill's, which are provided to you as a guarantor of the Gill's Indebtedness.

Please note that our client reserves the right to accelerate the time for payment set out in this letter and the time set out in the attached Notice if it comes to believe that it is in its interest to do so.

Regards,
Dentons Canada LLP

DocuSigned by:

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Dean A. Hitesman
Partner

Enclosures
c.c. client (*via email*)

大成 DENTONS

Dean A. Hitesman
Partner
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Dentons Canada LLP
2500 Stantec Tower
10220 - 103 Avenue NW
Edmonton, AB, Canada T5J 0K4

dentons.com

March 31, 2022

File No.: 126233-2055/DAH

DELIVERED VIA REGISTERED MAIL

Gill's Vacuum Service Ltd.
c/o Registered Office
2900, 10180 – 101 Street
Edmonton, AB T5J 3V5

Dear Sir/Madam:

RE: Indebtedness to Bank of Montreal – Gill's Vacuum Service Ltd.

Please be advised that we are the solicitors for Bank of Montreal (“**BMO**”) in respect of its dealings with Gill's Vacuum Service Ltd. (“**Gill's**”). Our client advises that Gill's is directly indebted to it for the following indebtedness, without limitation:

- (a) Operating Demand Loan #2601-1023000 – outstanding balance as at March 31, 2022 of \$386,122.15, plus interest thereon and thereafter at the rate of 5.00% per annum above the prime rate of interest maintained by BMO from time to time (“**Prime**”);
- (b) Demand Loan #2579-6999171 - outstanding balance as at March 31, 2022 of \$86,944.11, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
- (c) any additional credit extended or advanced by BMO to Gill's in the absolute discretion of BMO from and after March 31, 2022, plus interest thereon; and
- (d) costs on a solicitor and his own client basis;

(the sum of (a) - (d) is referred to herein as the “**Direct Indebtedness**”).

On behalf of our client, we hereby demand payment of the above-noted Direct Indebtedness. Payment is to be made to our client care of this office within ten (10) days of this letter, failing which legal action and/or realization proceedings may be commenced to recover the Direct Indebtedness.

We also note that Gill's is additionally indebted to BMO for a Canada Emergency Business Account loan in the amount of \$60,000.00, which does not form part of this demand letter for payment, but remains an obligation of Gill's.

Our client advises that Gill's guaranteed to BMO payment of the indebtedness of One Earth Environmental Services Inc. (“**One Earth**”) by way of a Guarantee for Indebtedness of an Incorporated Company dated February 4, 2020, limited to the principal amount of \$150,000.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs, and a Guarantee for Indebtedness of an Incorporated Company dated April 27, 2018, limited to the principal amount of \$170,000.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs.

Larraín Rencoret ► Hamilton Harrison & Mathews ► Mardemootoo Balgobin ► HPRP ► Zain & Co. ► Delany Law ► Dinner Martin
Maclay Murray & Spens ► Gallo Barrios Pickmann ► Muñoz ► Cardenas & Cardenas ► Lopez Velarde ► Rodyk ► Boekel ► OPF Partners

Additionally, 693235 Alberta Ltd. (“**6932**”) which amalgamated with Gill’s on December 31, 2019 guaranteed to BMO payment of the indebtedness of One Earth by way of a Guarantee for Indebtedness of an Incorporated Company dated February 4, 2020, limited to the principal amount of \$150,000.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs, and a Guarantee for Indebtedness of an Incorporated Company dated April 27, 2018, limited to the principal amount of \$170,000.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus legal costs.

Our client advises that One Earth is indebted to BMO for the following indebtedness, without limitation:

- (a) Operating Demand Loan #2601-1998772 – outstanding balance as at March 31, 2022 of \$149,995.25, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
- (b) Demand Loan #2532-6994093 - outstanding balance as at March 31, 2022 of \$83,035.19, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
- (c) MasterCard #5264*****4624 - outstanding balance as at March 31, 2022 of \$14,892.24, plus interest thereon and thereafter at the rate of 18.40% per annum;
- (d) any additional credit extended or advanced by BMO to One Earth in the absolute discretion of BMO from and after March 31, 2022, plus interest thereon; and
- (e) costs on a solicitor and his own client basis;

(the sum of (a) - (e) is referred to herein as the “**One Earth Indebtedness**”).

On behalf of our client, we hereby demand payment of the above-noted One Earth Indebtedness. Payment is to be made to our client care of this office within ten (10) days of this letter, failing which legal action and/or realization proceedings may be commenced to recover the One Earth Indebtedness.

We also note that One Earth is additionally indebted to BMO for a Canada Emergency Business Account loan in the amount of \$60,000.00, which does not form part of this demand letter for payment, but remains an obligation of One Earth.

Our client further advises that Gill’s guaranteed to BMO payment of the indebtedness of Neil Gillard (“**Gillard**”) by way of a Guarantee for Indebtedness of an Individual dated July 26, 2016, limited to the principal amount of \$580,000.00, plus interest from the date of demand at the rate of 5.00% per annum above Prime, plus legal costs. Additionally, 6932 guaranteed to BMO payment of the indebtedness of Gillard by way of a Guarantee for Indebtedness of an Individual dated July 26, 2016, limited to the principal amount of \$580,000.00, plus interest from the date of demand at the rate of 5.00% per annum above Prime, plus legal costs.

Our client advises that Gillard is indebted to BMO for the following indebtedness, without limitation:

- (a) Demand Loan #2601-6997242 - outstanding balance as at March 31, 2022 of \$251,131.24, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;

- (b) any additional credit extended or advanced by BMO to Gillard in the absolute discretion of BMO from and after March 31, 2022, plus interest thereon; and
- (c) legal costs;

(the sum of (a) - (c) is referred to herein as the "**Gillard Indebtedness**").

On behalf of our client, we hereby demand payment of the above-noted Gillard Indebtedness. Payment is to be made to our client care of this office within ten (10) days of this letter, failing which legal action and/or realization proceedings may be commenced to recover the Gillard Indebtedness.

By a Mortgage of Land dated July 26, 2016, Gill's and 6932 granted to BMO a collateral mortgage over lands described as:

PLAN 1225MC
BLOCK 1
LOT 22
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

-and-

PLAN 1562W
BLOCK 5
LOTS 10 TO 12 INCLUSIVE

EXCEPTING THEREOUT ALL MINES AND MINERALS
IN THE ABOVE LOTS WITH RIGHT TO WORK THE
SAME OUT OF LOT TEN (10) ONLY

-and-

PLAN 654NY
LOT (B)
CONTAINING 0.482 HECTARES MORE OR LESS
EXCEPTING THEREOUT
THE MOST EASTERLY FIFTY (50) FEET OF SAID LOT (B)
CONTAINING 0.073 HECTARE (0.18 ACRE) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS


for the principal sum of \$580,000.00, plus interest at the rate of 5.00% per annum above Prime, plus any and all costs incurred by BMO, including all professional fees and legal fees on a solicitor and his own client basis (the "**Mortgage**"). The Mortgage secures the Direct Indebtedness, One Earth Indebtedness, and Gillard Indebtedness. On behalf of BMO, we hereby demand payment in accordance with the terms of the Mortgage.

Please find enclosed for service upon Gill's a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Please additionally find enclosed a copy of the demand letter and Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*, which were sent on behalf of our client to One Earth, and the demand letter and Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*, which were sent on behalf of our client to Gillard, which are provided to you as a guarantor of the One Earth Indebtedness and Gillard Indebtedness.

Please note that our client reserves the right to accelerate the time for payment set out in this letter and the time set out in the attached Notice if it comes to believe that it is in its interest to do so.

Regards,
Dentons Canada LLP

DocuSigned by:

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Dean A. Hitesman
Partner

Enclosures
c.c. client (*via email*)

FORM 86

Notice of Intention to Enforce a Security
(Rule 124)

To: Gill's Vacuum Service Ltd., an insolvent person

Take notice that:

1. Bank of Montreal (the "**Secured Party**"), a secured creditor, intends to enforce its security on the insolvent person's property described below:

- (a) Lands legally described as:

PLAN 1562W
BLOCK 5
LOTS 10 TO 12 INCLUSIVE

EXCEPTING THEREOUT ALL MINES AND MINERALS
IN THE ABOVE LOTS WITH RIGHT TO WORK THE
SAME OUT OF LOT TEN (10) ONLY

-and-

PLAN 654NY
LOT (B)
CONTAINING 0.482 HECTARES MORE OR LESS
EXCEPTING THEREOUT
THE MOST EASTERLY FIFTY (50) FEET OF SAID LOT (B)
CONTAINING 0.073 HECTARE (0.18 ACRE) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

(collectively, the "**Lands**")

- (b) All rents and leases derived from the Lands.
- (c) All present and after acquired real and personal property of Gill's Vacuum Service Ltd.
- (d) All accounts, debts, and other intangibles, chattel paper, documents of title, instruments, securities and security interests of Gill's Vacuum Service Ltd.
- (e) All indebtedness of One Earth Environmental Solutions Inc. to Gill's Vacuum Service Ltd.
- (f) All indebtedness of One Earth Environmental Solutions Inc. to Gill's Vacuum Service Ltd.
- (g) All indebtedness of One Earth Environmental Solutions Inc. to 693235 Alberta Ltd.
- (h) All indebtedness of One Earth Environmental Solutions Inc. to 693235 Alberta Ltd.
- (i) All indebtedness of Neil Gillard to Gill's Vacuum Service Ltd.

大成 DENTONS

Dean A. Hitesman
Partner
dean.hitesman@dentons.com
D +1 780 423 7284

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

dentons.com

March 31, 2022

File No.: 126233-2055/DAH

DELIVERED VIA REGISTERED MAIL

One Earth Environmental Solutions Inc.
c/o Registered Office
1609 Malone Way NW
Edmonton, AB T6R 0H3

Dear Sir/Madam:

RE: Indebtedness to Bank of Montreal – One Earth Environmental Solutions Inc.

Please be advised that we are the solicitors for Bank of Montreal (“**BMO**”) in respect of its dealings with One Earth Environmental Solutions Inc. (“**One Earth**”). Our client advises that One Earth is indebted to it for the following indebtedness, without limitation:

- (a) Operating Demand Loan #2601-1998772 – outstanding balance as at March 31, 2022 of \$149,995.25, plus interest thereon and thereafter at the rate of 5.00% per annum above the prime rate of interest maintained by BMO from time to time (“**Prime**”);
- (b) Demand Loan #2532-6994093 - outstanding balance as at March 31, 2022 of \$83,035.19, plus interest thereon and thereafter at the rate of 5.00% per annum above Prime;
- (c) MasterCard #5264*****4624 - outstanding balance as at March 31, 2022 of \$14,892.24, plus interest thereon and thereafter at the rate of 18.40% per annum;
- (d) any additional credit extended or advanced by BMO to One Earth in the absolute discretion of BMO from and after March 31, 2022, plus interest thereon; and
- (e) costs on a solicitor and his own client basis;

(the sum of (a) - (e) is referred to herein as the “**Indebtedness**”).

On behalf of our client, we hereby demand payment of the above-noted Indebtedness. Payment is to be made to our client care of this office within ten (10) days of this letter, failing which legal action and/or realization proceedings may be commenced to recover the Indebtedness.

We also note that One Earth is additionally indebted to BMO for a Canada Emergency Business Account loan in the amount of \$60,000.00, which does not form part of this demand letter for payment, but remains an obligation of One Earth.

Please find enclosed for service upon One Earth a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Larraín Rencoret ► Hamilton Harrison & Mathews ► Mardemootoo Balgobin ► HPRP ► Zain & Co. ► Delany Law ► Dinner Martin
Maclay Murray & Spens ► Gallo Barrios Pickmann ► Muñoz ► Cardenas & Cardenas ► Lopez Velarde ► Rodyk ► Boekel ► OPF Partners




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Please note that our client reserves the right to accelerate the time for payment set out in this letter and the time set out in the attached Notice if it comes to believe that it is in its interest to do so.

Regards,
Dentons Canada LLP

DocuSigned by:

D3DB418C59DF4BF...

Dean A. Hitesman
Partner

Enclosures
c.c. client (*via email*)

