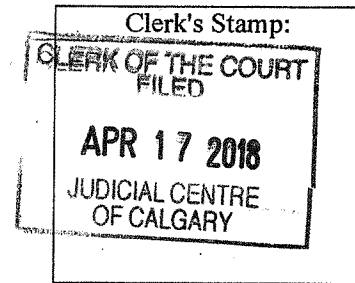


COURT FILE NUMBER 1801- 05326
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF(S) ATB FINANCIAL
DEFENDANT(S) GEMINI CORPORATION AND GEMEC SERVICES LTD.
DOCUMENT AFFIDAVIT



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Burnet, Duckworth & Palmer LLP
2400, 525 – 8 Avenue SW
Calgary, Alberta T2P 1G1
Lawyer: David LeGeyt / Roger Baker, Student at law
Phone Number: (403) 260-0210 / (403) 260-0121
Fax Number: (403) 260-0332
Email Address: dl@bdplaw.com / rjb@bdplaw.com
File No.: 38975-2787

AFFIDAVIT OF TRINA HOLLAND

Sworn on April 17, 2018.

I, Trina Holland, of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am a Director in the Turnaround and Restructuring Group of ATB Financial ("ATB" or the "Lender"), the Plaintiff and applicant creditor herein and, as such, have personal knowledge of the matters deposed to except where stated to be based on information and belief, in which case I verily believe the same to be true.
2. I have reviewed the business records of the Lender relevant to the Lender's application seeking the appointment of a receiver and manager over all of the current and future assets, undertakings and property of Gemini Corporation ("Gemini") and Gemec Services Ltd. ("Gemec", and together with Gemini the "Debtors") and have satisfied myself that I am possessed of sufficient information and knowledge to swear this Affidavit on behalf of ATB.

The Defendants

3. Gemini is a corporation incorporated under the laws of Alberta. A search record for Gemini from the Alberta Corporate Registry is attached as Exhibit "A". Gemini's head office and management are located in Calgary, Alberta and it has operations in Alberta and British Columbia.
4. Gemec is a corporation incorporated under the laws of Alberta, and is a wholly owned subsidiary of Gemini. A search record named for Gemec from the Alberta Corporate Registry is attached as Exhibit "B".

The Loan Agreement and Security

5. The Lender has extended credit facilities and related services to Gemini pursuant to a Commitment Letter dated May 25, 2017 as amended by an amending agreement dated December 19, 2017 (the "**Loan Facility**"). The Loan Facility is comprised of the following facilities:
 - (a) an operating loan facility (revolving) up to a maximum of \$14,000,000 subject to satisfactory margin requirements; and
 - (b) letters of credit/letters of guarantee facility in the amount of \$5,450,000.A copy of the Loan Facility is attached and marked as Exhibit "C".
6. Gemini granted a security interest in all its present and after-acquired property to the Lender in respect of its obligations under the Loan Facility by way of General Security Agreement, dated May 25, 2017 (the "**GSA**"). A copy of the GSA is attached and marked as Exhibit "**D**".
7. The GSA granted the Lender a security interest in all of Gemini's present and after-acquired real and personal property, as general and continuing security for the payment of all debts, liabilities and obligations of Gemini to the Lender.
8. In addition to the GSA, Gemini granted security interests to the Lender pursuant to: (i) a Securities Pledge Agreement dated May 25, 2017 (the "**Securities Pledge**") attached and marked as Exhibit "**E**", and (ii) a Mortgage (of Leasehold Interest) dated May 25, 2017 attached and marked as Exhibit "**F**" (the "**Mortgage**", collectively with the Securities Pledge and the GSA, the "**Borrower Security**")

9. ATB perfected the Security in Alberta by filing registrations with the Personal Property Registry (Alberta) ("**Alberta PPR**"). An Alberta PPR Debtor Name Search for Gemini, dated March 28, 2018, is attached and marked as Exhibit "**G**".
10. ATB perfected the Security in British Columbia by filing registrations with the Personal Property Registry (British Columbia) ("**BC PPR**"). A BC PPR Debtor Name Search for Gemini dated March 28, 2018 is attached and marked as Exhibit "**H**".
11. Gemini is in default of the Loan Facility and the Security as a result of the following:
 - (a) Gemini has failed to achieve the EBITDA covenant contained in the Loan Facility;
 - (b) Gemini is insolvent and unable to meet its obligations as they become due;
 - (c) There has been a material adverse change to Gemini's financial position;
 - (d) ATB considers itself insecure; and
 - (e) The ability of Gemini to repay the indebtedness owing to ATB is impaired.
12. As a result of the foregoing defaults, all amounts owing under the Loan Facility are immediately due and payable by Gemini to ATB.
13. ATB has made advances to Gemini pursuant to the Loan Facility. As of April 12, 2018, Gemini is indebted to the Lender in the sum of \$12,853,334.36, plus all accruing interest and incurred legal and other costs (collectively, the "**Indebtedness**").
14. Pursuant to the terms of Loan Facility and the Security ATB maintains various rights to enforce recovery of the Indebtedness, including the right to apply to this Honourable Court for a Receivership Order.

The Guarantee

15. Gemec has guaranteed all of the obligations of Gemini to ATB pursuant to a Continuing Guarantee (including postponement and assignment of claims) dated May 25, 2017 (the "**Guarantee**"), a copy of which is attached and marked as Exhibit "**I**".
16. As security for its obligations to ATB, Gemec has entered into a General Security Agreement with ATB dated May 25, 2017 (the "**Guarantor GSA**", and together with the Borrower Security, the "**Security**"), a copy of which is attached and marked as Exhibit "**J**". Pursuant to this General

Security Agreement, ATB maintains various rights to enforce recovery of the Indebtedness, including the right to apply to this Honourable Court for a Receivership Order against Gemec.

Demands

17. On April 6, 2018, Gemini provided an updated cash flow forecast to ATB showing a projected margin shortfall of \$2,511,000 as of April 27, 2018, with the margin shortfall increasing to as much as \$6,409,000 during the period ending July 6, 2018. Since December 2017, Gemini has been trying to find an additional source of liquidity. To date, Gemini has been unable to find a source of liquidity sufficient to keep the operating facility within margin. On April 8, 2018, Gemini provided an updated margin report showing a \$3,000,000 margin shortfall as of March 31, 2018. Gemini does not currently have a means to repay the margin shortfall.
18. On or about April 14, 2018, ATB demanded repayment of the Indebtedness from Gemini and concurrently therewith served upon Gemini a Notice of Intention to Enforce its Security, a copy of which is attached as Exhibit "K".
19. Gemini has failed, refused or neglected to repay all of the Indebtedness.
20. Also, on our about April 14, 2018, ATB demanded repayment of the Indebtedness from Gemec and concurrently therewith served upon Gemec a Notice of Intention to Enforce its Security, a copy of which is attached as Exhibit "L".
21. Gemec has also failed, refused or neglected to repay all the indebtedness.

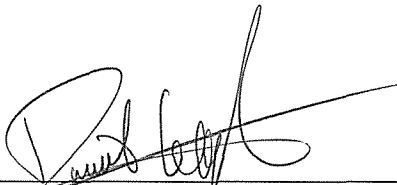
Appointment of Receiver

22. ATB is presently entitled to prosecute its legal remedies under the Loan Facility and the Security, and ATB has the right to appoint or apply to this Honourable Court to appoint a receiver and manager over the property, assets and undertaking of the Debtors. ATB wishes to exercise that right at this time.
23. I verily believe that the immediate appointment of a receiver manager of all undertaking, property and assets of the Debtors is just and convenient and is necessary to protect the interests of ATB, including to preserve the remaining assets of the Debtors and to realize on ATB's security.
24. I verily believe ATB's collateral is at risk and will be further eroded unless a receiver is immediately appointed. No other viable alternative is presently available to ATB.

- 25. I verily believe that FTI Consulting Canada Inc. is qualified and prepared to act as receiver or receiver and manager of the Debtors. Attached hereto, marked as Exhibit "M" is a true copy of a signed Consent to Act of FTI Consulting Canada Inc.

- 26. I make this Affidavit in support of ATB's application for a receivership order in respect of the Debtors.

SWORN BEFORE ME at the City of Calgary, in)
the Province of Alberta this 17th day of April,)
2018.)



A Commissioner for Oaths in and for the
Province of Alberta

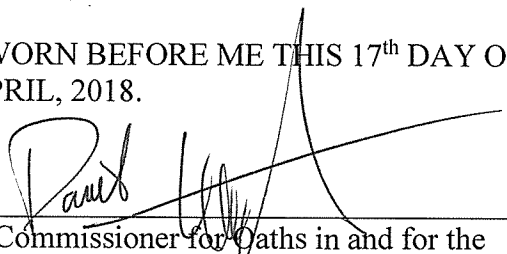
David LeGeyt
Barrister & Solicitor



TRINA HOLLAND

THIS IS EXHIBIT "A" REFERRED TO IN
THE AFFIDAVIT OF **TRINA HOLLAND**.

SWORN BEFORE ME THIS 17th DAY OF
APRIL, 2018.



A Commissioner for Oaths in and for the
Province of Alberta

David LeGeyt
Barrister & Solicitor

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

Date of Search: 2018/03/28
Time of Search: 10:03 AM
Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD

Service Request Number: 28733814
Customer Reference Number:

Corporate Access Number: 2020343568
Legal Entity Name: GEMINI CORPORATION
Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Method of Registration: Amalgamation
Registration Date: 2017/04/01 YYYY/MM/DD

Registered Office:

Street: 400, 839 - 5 AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P 3C8

Records Address:

Street: 400, 839 - 5 AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P 3C8

Directors:

Last Name: BEINGESSNER
First Name: KEVIN

Middle Name: L.
Street/Box Number: 224 HAMPTONS GREEN NW
City: CALGARY
Province: ALBERTA
Postal Code: T3A 5A8

Last Name: LAMBERT
First Name: MICHAEL
Street/Box Number: 348 PUMP HILL GARDEN SW
City: CALGARY
Province: ALBERTA
Postal Code: T2V 4M7

Last Name: MCVEY
First Name: JOHN
Street/Box Number: 108 - 4664 LOUGHEED HIGHWAY
City: BURNABY
Province: BRITISH COLUMBIA
Postal Code: V5C 5T5

Last Name: RITCHIE
First Name: GORDON
Middle Name: M.
Street/Box Number: 714 RIVERDALE AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2S 0Y3

Last Name: TAYLOR
First Name: JOHN
Middle Name: ALEXANDER
Street/Box Number: 1323 - 7TH STREET NW
City: CALGARY
Province: ALBERTA
Postal Code: T2M 3H3

Transfer Agents:

Legal Entity Name: COMPUTERSHARE TRUST COMPANY OF CANADA
Corporate Access Number: 309229359
Street: 600, 530 - 8TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2P 3S8

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SCHEDULE "A" ATTACHED
Share Transfers Restrictions: NONE.
Min Number Of Directors: 1
Max Number Of Directors: 15
Business Restricted To: NONE.
Business Restricted From: NONE.
Other Provisions: SCHEDULE "B" ATTACHED

Other Information:

Amalgamation Predecessors:

Corporate Access Number	Legal Entity Name
206760365	GEMINI CORPORATION
2012907792	GEMINI ENGINEERING LIMITED
2018871521	GEMINI ENVIRONMENTAL SOLUTIONS LTD.
2012907727	GEMINI FIELD SOLUTIONS LTD.
2010838007	GEMINI VENTURES LTD.

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2018	2018/03/27

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2017/04/01	Amalgamate Alberta Corporation
2017/12/27	Change Director / Shareholder
2018/03/27	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

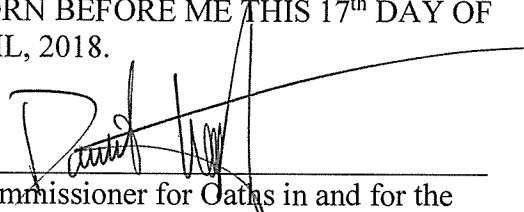
Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2017/04/01
Other Rules or Provisions	ELECTRONIC	2017/04/01
Statutory Declaration	10000907102675840	2017/04/01
Shares in Series	ELECTRONIC	2017/04/01

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.



THIS IS EXHIBIT "B" REFERRED TO IN
THE AFFIDAVIT OF **TRINA HOLLAND**.

SWORN BEFORE ME THIS 17th DAY OF
APRIL, 2018.



A Commissioner for Oaths in and for the
Province of Alberta

David LeGeyt
Barrister & Solicitor

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

Date of Search: 2018/03/28
Time of Search: 10:04 AM
Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD

Service Request Number: 28733823
Customer Reference Number:

Corporate Access Number: 2018470571

Legal Entity Name: GEMEC SERVICES LTD.

Legal Entity Status: Active

Alberta Corporation Type: Named Alberta Corporation

Registration Date: 2014/09/12 YYYY/MM/DD

Registered Office:

Street: 600, 12220 STONY PLAIN ROAD
City: EDMONTON
Province: ALBERTA
Postal Code: T5N 3Y4

Directors:

Last Name: MEIDERT
First Name: LINDA
Street/Box Number: 404 - 31ST AVENUE NW
City: CALGARY
Province: ALBERTA
Postal Code: T2M 2P4

Voting Shareholders:

Legal Entity Name: GEMINI CORPORATION
Corporate Access Number: 206760365
Street: 400, 839 - 5 AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P 3C8
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".

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2017	2017/11/20

Filing History:

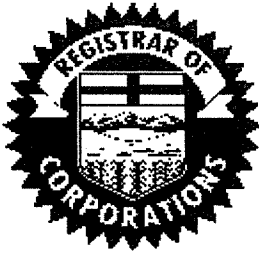
List Date (YYYY/MM/DD)	Type of Filing
------------------------	----------------

2014/09/12	Incorporate Alberta Corporation
2017/11/20	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2017/12/21	Change Director / Shareholder

Attachments:

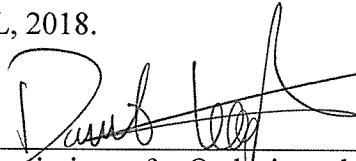
Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2014/09/12
Other Rules or Provisions	ELECTRONIC	2014/09/12

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.



THIS IS EXHIBIT "C" REFERRED TO IN
THE AFFIDAVIT OF **TRINA HOLLAND**.

SWORN BEFORE ME THIS 17th DAY OF
APRIL, 2018.

A handwritten signature in black ink, appearing to read "David LeGeyt", written over a horizontal line.

A Commissioner for Oaths in and for the
Province of Alberta

David LeGeyt
Barrister & Solicitor

May 25, 2017

Gemini Corporation
400, 839 – 5th Avenue SW
Calgary, AB T2P 3C8

Attn: Chris Podolsky, Chief Financial Officer

Dear Sir:

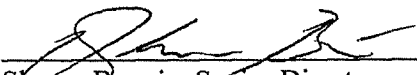
Alberta Treasury Branches has approved and offers the credit facilities on the terms and conditions in the attached Commitment Letter and accompanying schedules (the “**Agreement**”) on and subject to the terms and conditions set forth in the Agreement.

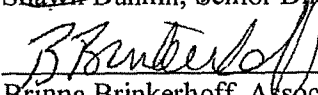
You (the “**Borrower**”) may accept our offer by returning the enclosed duplicate of this letter, signed as indicated below, by 4:00 p.m. on or before May 25, 2017 or our offer will automatically expire. We reserve the right to cancel our offer at any time prior to acceptance.

Thank you for your business.

Yours truly,

ALBERTA TREASURY BRANCHES

By: 
Shawn Bunnin, Senior Director

By: 
Brinna Brinkerhoff, Associate Director

Encl.

Accepted this 25th day of May, 2017.

GEMINI CORPORATION

Per: _____

Name: Peter Sarnitz
Title: President and CEO

Per: _____

Name: Chris Pedolsky
Title: Chief Financial Officer

Each of the undersigned, in their capacity as a Guarantor of Borrower, acknowledges and agrees to the terms of this Agreement as of this 25th day of May, 2017, and acknowledges that Lender has made no representation or warranty of any kind as to the realization on the undersigned's guarantee (or any collateral security thereunder) other than as expressly set forth in this Agreement. Each of the undersigned further acknowledges that this Agreement and the documents referred to in this Agreement may be amended, supplemented, restated, modified or renewed without the undersigned's consent and without reducing, restricting or otherwise limiting the undersigned's liability in any way.

GEMEC SERVICES LTD.

Per: _____

Name: Peter Sarnitz
Title: President

Per: _____

Name:
Title:

COMMITMENT LETTER

LENDER: Alberta Treasury Branches
BORROWER: Gemini Corporation
GUARANTORS: Gemec Services Ltd.

1. AMOUNTS AND TYPES OF FACILITIES (EACH REFERRED TO AS A "FACILITY", AND COLLECTIVELY, THE "FACILITIES")

(a) **FACILITY #1 - OPERATING LOAN FACILITY (REVOLVING) - CDN. \$14,000,000.00**

- Facility #1 is available by way of:
 - Prime-based loans in Canadian dollars
 - Guaranteed Notes in Canadian dollars
 - Letters of Credit/Letters of Guarantee (to an aggregate maximum of \$5,000,000) in Canadian dollars
 - Corporate MasterCard (to a maximum of \$1,000,000)
- Facility #1 is to be used to pay out in full all indebtedness and liability owing by Borrower to Canadian Western Bank, and thereafter, for the general corporate and working capital requirements of Borrower
- Notwithstanding the authorized amount of Facility #1 (and except as otherwise provided in the Repayment section hereof), advances will be limited to the amount (the "**Facility #1 Margin Limit**") equal to the lesser of:
 - the maximum principal amount of Facility #1; and
 - the aggregate of (without duplication): (a) 75% of Good Accounts Receivable of Borrower on a consolidated basis; plus (b) 90% of Investment Grade Accounts Receivable of Borrower; plus (c) 90% of Insured Receivables; and plus (d) 50% of Good Unbilled Revenue to Investment Grade Accounts Receivable to a maximum of \$3,000,000 (the "**Margin Value**").
- At any time and from time to time after the Closing Date and prior to the Facility #1 Maturity Date, and subject to the all of the below conditions, Borrower shall have the right to request an increase in the maximum principal amount of Facility #1, provided that:
 - any such increase shall be subject to a satisfactory credit review of Lender at the time of such request and conditional upon the Lender's satisfaction with such credit review;
 - the Borrower shall pay commitment fees in respect of such increased amount based upon Lender's usual and customary practise for similar credit increases at such time;

- the aggregate increase to the maximum principal amount of Facility #1 shall not be greater than Cdn.\$4,000,000 and shall be in minimum increments of Cdn.\$1,000,000;
 - no Default or Event of Default shall have occurred and be continuing or would result therefrom and all statements, representations and warranties in this Agreement (other than those statements, representations and warranties made as of a specific date) shall be true and correct, and Borrower shall have delivered to Lender, if so requested by Lender a certificate of a senior office of Borrower confirming the same and confirming, *inter alia*, (i) its authorization to make such increase as provided below, and (ii) that no consents, approvals or other authorizations from any governmental authority are required for such increase (except as have been unconditionally obtained and are in full force and effect, unamended), each as at the effective date of such increase; and
 - Borrower shall have provided to Lender a certified copy of a directors' or shareholders' resolution, as applicable, of Borrower authorizing any such increase in the maximum principal amount of Facility #1 together with a legal opinion with respect to any applicable documentation, in each case, in form and substance satisfactory to Lender, acting reasonably.
- (b) **FACILITY #2 – STAND-ALONE CREDIT FOR LETTERS OF CREDIT/Letters of Guarantee – CDN. \$5,450,000.00**
- Facility #2 is available by way of:
 - Letters of Credit/Letters of Guarantee in Canadian dollars
 - Facility #2 is to be used for Letters of Credit/Letters of Guarantee that are Export Development Canada insured by the EDC LC Insurance only
 - The total amount of outstanding Letters of Credit/Letters of Guarantee under this Credit Facility will not exceed the maximum principal amount of Facility #2 at any time
- (c) **OTHER FACILITIES – CASH MANAGEMENT, FOREIGN EXCHANGE, INTEREST RATE AND COMMODITY DERIVATIVES**
- At Borrower's request, Lender may enter into cash management contracts, foreign exchange forward contracts and/or interest rate and commodity derivatives with Borrower from time to time. Lender makes no commitment to enter into any such contract or derivative and may at any time in its sole discretion decline to enter into any such contract or derivative (collectively, the "Ancillary Facilities"). Any Security Documents will also secure Borrower's liability and obligations pursuant to any such Ancillary Facilities.

2. **INTEREST RATES AND PREPAYMENT**

Facility #1

- Pricing applicable to Facility #1 is as follows:
 - Prime-based loans: Interest is payable in Canadian dollars at Prime plus the Applicable Margin per annum
 - Guaranteed Notes: Acceptance fee is payable in Canadian dollars at the Applicable Margin per annum
 - Letters of Credit/Letters of Guarantee: Fee is payable in Canadian dollars at the Applicable Margin per annum, subject to a minimum fee of \$250.00 payable
 - Corporate MasterCard: Fees are detailed in the Corporate MasterCard documentation
- Non-refundable standby fee calculated at a rate equal to the Applicable Margin is payable monthly in Canadian dollars on the last day of each month, calculated daily on the unused portion of the authorized amount of Facility #1.
- Facility #1 may be prepaid in whole or in part at any time (subject to the notice periods provided in this Agreement) without penalty in minimum amounts of \$100,000 and in integral multiples of \$1,000 thereafter subject to at least three (3) Business Days' prior written notice and subject to any breakage costs being for the account of the Borrower (each, a "**Voluntary Prepayment**"). Guaranteed Notes may not be prepaid prior to their maturity and Letters of Credit/Letters of Guarantee cannot be repaid prior to their expiry (unless returned for cancellation) but may be cash collateralized.

Facility #2

- Pricing applicable to Facility #2 is as follows:
 - Letters of Credit/Letters of Guarantee: Fee is payable in Canadian dollars at the Applicable Margin per annum, subject to a minimum fee of \$250.00 payable
- Non-refundable standby fee calculated at a rate equal to the Applicable Margin is payable monthly in Canadian dollars on the last day of each month, calculated daily on the unused portion of the authorized amount of Facility #2.
- Facility #2 may be prepaid in whole or in part at any time (subject to the notice periods provided hereunder) without penalty provided that the applicable Letters of Credit/Letters of Guarantee are returned for cancellation or cash collateralized.

All Facilities

- The Applicable Margin shall be equal to the percentage rate per annum set out in the following table opposite the applicable Total Funded Debt to Tangible Net Worth ratio for Borrower at the time of determination:

Level	Total Funded Debt / Tangible Net Worth	Margin on Prime-based loans	Acceptance Fees for Guaranteed Notes and Fees Letters of Credit/Letters of Credit under Facility #1	Fees for Letters of Credit/Letters of Credit under Facility #2	Standby fee
1	< 1.50	2.00%	3.50%	1.00%	0.75%
2	≥ 1.50 < 2.50	2.25%	3.75%	1.00%	0.80%
3	≥ 2.50 < 3.00	2.50%	4.00%	1.00%	0.855%

As at the Closing Date, the Applicable Margin shall be set at Level 3. Thereafter, any change in the Applicable Margin shall be effective on the date Borrower delivers a Compliance Certificate hereunder. If a Compliance Certificate is not delivered as required by this Agreement, the Applicable Margin shall immediately be the highest rate applicable, until such time as such Compliance Certificate is delivered and the ratio is re-determined. If the Applicable Margin changes during the term of any Guaranteed Note, the acceptance fee paid shall be adjusted to reflect the Applicable Margin for the remaining term, and the parties shall forthwith make whatever payments are necessary to reflect such adjustment. Fees for non-financial Letters of Credit will be 66 2/3% of fees for Financial Letters of Credit. Upon the occurrence and during the continuance of any Event of Default, each of the above Applicable Margins will increase by 2.00%.

3. REPAYMENT

Facility #1

- Facility #1 is a committed term facility, as detailed in this Agreement.
- The period of time from the Closing Date until the Facility #1 Maturity Date is the “Facility #1 Revolving Period”.
- The “Facility #1 Maturity Date” is May 25, 2019.
- During the Facility #1 Revolving Period, Facility #1 may revolve in multiples as permitted by this Agreement, and Borrower may borrow, repay, reborrow and convert between types of Borrowings, up to the amount and subject to the notice periods provided in this Agreement.
- Prior to the Facility #1 Maturity Date, Borrower shall, on the last day of each month, make interest and fee payments equal to the total interest and fees accrued within that month. On the Facility #1 Maturity Date, Borrower shall repay in full all amounts owing under Facility #1, and Facility #1 will be cancelled.

Facility #2

- Facility #2 is a committed term facility, as detailed herein.

- The period of time from the Closing Date until the Facility #2 Maturity Date is the “**Facility #2 Availability Period**”.
- The “**Facility #2 Maturity Date**” is the earlier of (i) May 25, 2019; and (ii) the date that Borrower is no longer insured by Export Development Canada.
- During the Facility #2 Availability Period, Borrower shall, on the last day of each month, make fee payments equal to the total fees accrued within that month. On the Facility #2 Maturity Date, Borrower shall repay in full (or cash collateralize, as applicable) all amounts owing under Facility #2, and Facility #2 is thereafter cancelled.

All Facilities – Mandatory Repayment

- Without in any way limiting the payments otherwise required in respect of the Facilities as set out above or otherwise herein, Borrower shall make the following additional mandatory prepayments of principal:
 - a) Borrower shall, immediately upon receipt, apply 100% of net cash proceeds of any disposition, other than a Permitted Disposition, sold, leased, transferred or otherwise disposed of by Borrower or any Loan Party, which are not re-invested into tangible assets of Borrower or such Loan Party within 180 days of receipt of such net cash proceeds, towards prepayment of the outstanding Borrowings. For the avoidance of doubt, the foregoing mandatory prepayment provision shall not constitute an express or implied waiver of any negative covenant relating to disposition of assets;
 - b) Borrower shall, immediately upon receipt, apply 100% of net cash proceeds of any property or casualty insurance arising from a claim for damage to assets of Borrower or any Loan Party, which are not re-invested into tangible assets of Borrower or such Loan Party within 180 days of receipt of such net cash proceeds, towards prepayment of the outstanding Borrowings;
 - c) Borrower shall, immediately upon receipt, apply 100% of net cash proceeds of issuance of debt obligations of Borrower or any Loan Party, other than arising from Permitted Indebtedness, towards prepayment of the outstanding Borrowings. For the avoidance of doubt, the foregoing mandatory prepayment provision shall not constitute an express or implied waiver of any negative covenant relating to Permitted Indebtedness;
 - d) Borrower shall, immediately upon receipt, apply 100% of net cash proceeds of Equity disposition of Borrower or any Loan Party towards prepayment of the outstanding Borrowings;

Following any mandatory prepayment referred to above, such mandatory prepayment will be applied by Lender, at the direction of Borrower, first to repay but not cancel or reduce commitments under Facility #1, and second to repay but not cancel or reduce commitments under Facility #2.

4. FEES:

- A fully-refundable application fee of \$10,000 is payable on acceptance of this offer, of which the full \$10,000 has already been paid, which will be credited towards payment of the Commitment Fee.
- Non-refundable commitment fee of \$57,000 (the “**Commitment Fee**”) is payable on acceptance of this offer whether or not Borrowing is extended.
- A portion of the Commitment Fee equivalent to 0.15% per annum in respect of the authorized amount of Facility #2 is refundable upon cancellation of Facility #2 prior to the Facility #2 Maturity Date.
- Any amount in excess of established credit facilities may be subject to a fee where Lender in its sole discretion permits excess Borrowings, if any.
- Lender is hereby authorized to debit Borrower’s current account for any unpaid portion of any fees due under this Agreement.

5. SECURITY DOCUMENTS:

All security documents (whether held or later delivered) (collectively referred to as the “**Security Documents**”) shall secure all Facilities and all other obligations of Borrower to Lender (whether present or future, direct or indirect, contingent or matured).

The Security Documents required at this time, and which Borrower and the Guarantors shall execute and deliver to Lender, are as follows:

- (a) General Security Agreement from Borrower providing, subject to Permitted Encumbrances, a first-ranking security interest over all present and after acquired personal property and a floating charge on all lands;
- (b) Pledge of Equity Securities of Gemec Services Ltd. from Borrower;
- (c) Leasehold Mortgage in respect of the Lease from Borrower in respect of the Ponoka Facility;
- (d) Landlord Consent and Waiver Agreement in respect of the Lease from Borrower in respect of the Ponoka Facility, to be provided no later than two Business Days following the Closing Date;
- (e) Continuing Guarantee from Gemec Services Ltd. - unlimited, supported by the following:
 - i) General Security Agreement from Gemec Services Ltd. providing, subject to Permitted Encumbrances, a first-ranking security interest over all present and after acquired personal property and a floating charge on all lands;
- (f) at such time as applicable, an intercreditor agreement with respect to any bonding arrangements of Borrower between Borrower, Lender and applicable surety;
- (g) Postponement of indebtedness and subordination of security interests (if applicable) from any shareholders holding a shareholder loan or convertible debenture or note with

Borrower, or who hold preferred shares of Borrower which are redeemable at the option of the holder, on terms and in a manner acceptable to Lender, acting reasonably (each a “**Shareholder Subordination**”); and

- (h) Export Development Canada Performance Security Guarantee #65409 with Lender as named beneficiary/insured thereunder.

The Security Documents are to be registered in the following jurisdictions: Alberta and British Columbia.

Security created by the Security Documents will become immediately enforceable and any other action, suit, remedy or proceeding authorized or permitted by any Loan Document or by law or equity may be exercised by Lender if Borrower fails to pay when due any amount owing under this Agreement.

6. REPRESENTATIONS AND WARRANTIES:

Each Loan Party represents and warrants to Lender that (to the extent applicable to it):

- (a) if a Loan Party is a corporation, it is a corporation duly incorporated, validly existing and duly registered or qualified to carry on business in the Province of Alberta and in each other jurisdiction where it carries on any material business;
- (b) if a Loan Party is a partnership, it is a partnership duly created, validly existing and duly registered or qualified to carry on business in the Province of Alberta and in each other jurisdiction where it carries on any material business;
- (c) each Loan Party has all necessary power and authority to enter into, deliver and perform its obligations under each of the Loan Documents to which it is a party, to own its properties and assets and to carry on its business as now conducted;
- (d) the execution, delivery and performance by each Loan Party of each Loan Document to which it is a party have been duly authorized by all necessary actions and do not violate or conflict with its governing documents or any Applicable Laws or agreements to which it is subject or by which it is bound;
- (e) each of the Loan Documents are, or when executed and delivered to Lender will be, legal, valid and binding obligations of the applicable Loan Party, as applicable, enforceable in accordance with their respective terms, provided that enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization and other laws generally affecting enforceability of creditors' rights and that equitable remedies such as specific performance and injunctive relief are in the discretion of the court from which they are sought;
- (f) the Security Documents constitute assignments, fixed and specific mortgages and charges, floating charges or security interests, as applicable, on the undertaking and property and assets of each Loan Party purported to be assigned, mortgaged, charged or subjected to a security interest thereby and those undertakings and property and assets are not subject to any other security interests, other than Permitted Encumbrances;

- (g) no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, a breach of any provision of any Loan Document;
- (h) the most recent financial statements of Borrower and, if applicable, any Guarantor, provided to Lender fairly present its financial position as of the date thereof and its results of operations and cash flows for the fiscal period covered thereby, and since the date of such financial statements, there has occurred no Material Adverse Change
- (i) each Loan Party has good and marketable title to all of its properties and assets, free and clear of any encumbrances, other than Permitted Encumbrances;
- (j) each Loan Party is in compliance in all material respects with all Applicable Laws including, without limitation, all environmental laws, and there is no existing material impairment to its properties and assets as a result of environmental damage, except to the extent disclosed in writing to Lender and acknowledged by Lender;
- (k) Each Loan Party has, in all material respects, filed all tax returns which are required to be filed, paid or made provision for payment (in accordance with GAAP) of all taxes due and payable, and provided adequate reserves (in accordance with GAAP) for the payment of any tax which is being contested;
- (l) All factual information furnished by or on behalf of any Loan Party in writing for purposes of or in connection with this Agreement or any transaction contemplated by this Agreement is true and accurate in every material respect as of the date delivered or specified in connection with that information, and each Loan Party is not aware of any omission of any material fact which renders such factual information incomplete or misleading in any material way at the time given;
- (m) There are no actions, suits, proceedings, inquiries or investigations existing or, to the knowledge of any Loan Party, pending or threatened, affecting any Loan Party in any court or before or by any federal, provincial, state or municipal or other governmental department, commission, board, tribunal, bureau or agency, Canadian or foreign, which would reasonably be expected to have a material impact on its business, other than as set forth in Schedule "E" hereto;
- (n) As at the date hereof, Borrower has no Subsidiaries other than Gemini (US) Inc., Gemec Services Ltd. and Onyx Drafting Services LLC;
- (o) Each Loan Party and its Subsidiaries is, and has conducted its business, in compliance in all material respects, with all applicable Sanctions, Anti-Corruption Laws and AML Laws;
- (p) To its knowledge, no Loan Party, nor any Subsidiary of any Loan Party, is (i) the subject of any Sanction, or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of any Sanction; and
- (q) As of the date hereof, each Excluded Subsidiary is inactive and holds no material assets.

Unless expressly stated to be made as of a specific date, the representations and warranties contained in this Agreement will survive the execution and delivery of the Loan Documents, and shall be deemed to be repeated as of the date of each Borrowing and as of the date of delivery of

each Compliance Certificate, subject to modifications made by Borrower to Lender in writing and accepted by Lender. Lender shall be deemed to have relied upon such representations and warranties at each such time as a condition of making a Borrowing hereunder or continuing to extend the Facilities hereunder until all Facilities have been permanently repaid in full, regardless of any investigation or examination made by Lender or its counsel.

7. POSITIVE COVENANTS:

Each Loan Party covenants with Lender that, it will do and perform the following covenants (to the extent applicable to it). If any such covenant is to be done or performed by a Guarantor, Borrower also covenants with Lender to cause Guarantor to do or perform such covenant:

- (a) Borrower will pay to Lender when due all amounts (whether principal, interest or other sums) owing by it to Lender from time to time;
- (b) Borrower will deliver to Lender the Security Documents, in all cases in form and substance satisfactory to Lender and Lender's solicitor;
- (c) Borrower will ensure that, upon the formation or acquisition of a Subsidiary (other than an Excluded Subsidiary), such Subsidiary provides such Security Documents and other documents as reasonably required by Lender;
- (d) Each Loan Party will provide Lender with any assistance and do any things as Lender may at any time reasonably request so that the Security Documents and any other instruments of conveyance or assignment effected pursuant to the Loan Documents or otherwise will be and remain registered, recorded or filed in the manner and in the places as may, in the opinion of Lender, be of advantage in perfecting the security interests constituted by them;
- (e) Borrower will ensure that, at any time: (i) at least 95% of its total assets on a consolidated basis in accordance with GAAP are held by those Loan Parties which have provided security in favour of Lender; and (ii) the total EBITDA in any fiscal year of the Loan Parties which have provided security in favour of Lender constitutes more than 95% of the consolidated EBITDA of Borrower for the then preceding fiscal year;
- (f) Borrower will use the proceeds of the Facilities only for the purposes as set out in this Agreement or as otherwise approved by Lender;
- (g) except as otherwise permitted herein, each Loan Party will maintain its valid existence as a corporation or partnership, as the case may be, and except to the extent any failure to do so could not reasonably be expected to have a Material Adverse Effect, will maintain all licenses and authorizations required from regulatory or governmental authorities or agencies to permit it to carry on its business, including, without limitation, any licenses, certificates, permits and consents for the protection of the environment;
- (h) each Loan Party will maintain appropriate books of account and records relative to the operation of its business and financial condition in accordance with GAAP;
- (i) each Loan will ensure all factual information previously or contemporaneously furnished by or on behalf of any Loan Party in writing for purposes of or in connection with this Agreement or any transaction contemplated by this Agreement or in connection with the

premises is true and accurate in every material respect as of the date delivered or specified in connection with that information, and that information is not incomplete by the omission of any material fact necessary to make it not misleading;

- (j) each Loan Party will maintain and defend title to all of its property and assets, will maintain, repair and keep in good working order and condition all of its property and assets and will continuously carry on and conduct its business in a proper, efficient and businesslike manner, except to the extent any failure to do so could not reasonably be expected to have a Material Adverse Effect;
- (k) each Loan Party will maintain appropriate types and amounts of insurance satisfactory to Lender with Lender shown as first loss payee on any property insurance covering any assets on which Lender has security and additional insured, as its interest may appear, on all liability insurance, and promptly advise Lender in writing of any significant loss or damage to its property, and each Loan Party will provide evidence of insurance to Lender:
 - i) in situations where Lender has taken a fixed charge on an asset or property whether on real property or personal property; and
 - ii) in all other situations, on request.

Lender reserves the right to conduct an independent review of any Loan Party's insurance coverage, at the reasonable expense of Borrower;

- (l) each Loan Party will permit Lender, by its officers or authorized representatives at any reasonable time during normal business hours and on reasonable prior notice, to enter its premises and to inspect its plant, machinery, equipment and other real and personal property and their operation, and to examine and copy all of its relevant books of accounts and records;
- (m) each Loan Party will, in all material respects, remit all sums when due to tax and other governmental authorities (including, without limitation, any sums in respect of employees and GST), and upon request, will provide Lender with such information and documentation in respect thereof as Lender may reasonably require from time to time;
- (n) each Loan Party will comply with all Applicable Laws, including without limitation, environmental laws, except to the extent any failure to do so could not reasonably be expected to have a Material Adverse Effect;
- (o) Borrower will promptly advise Lender in writing, giving reasonable details, of
 - i) the discovery of any contaminant or any spill, discharge or release of a contaminant into the environment from or upon any property of a Loan Party which could reasonably be expected to result in a Material Adverse Effect;
 - ii) any event which constitutes, or which with notice, lapse of time or both, would constitute a breach of any provision hereof or an Event of Default;
 - iii) any default or event of default under a material agreement which could reasonably be expected to result in a Material Adverse Effect;

- iv) each event which has or is reasonably expected to have a material impact on the business of a Loan Party;
 - v) any Material Adverse Change regarding any Loan Party, or of any material loss, destruction damage to its properties and assets;
 - vi) the opening or establishment of an account, or decision to make use of an existing account, with another financial institution through which Borrower intends to conduct its primary banking operations;
 - vii) any insurance claims;
 - viii) any litigation, arbitration or other similar proceeding;
 - ix) any changes in the corporate structure of Borrower and its Subsidiaries; and
 - x) the entering into of any new surety bond agreement or any amendment, replacement or renewal of any surety bond agreement;
- (p) Borrower will promptly, upon request from Lender, notify Lender of:
- i) any swaps outstanding;
 - ii) the current amount of any creditcard facilities;
 - iii) information relating to environmental matters; and
 - iv) the location of all leased property and warehouses;
- (q) Borrower undertakes that, upon request from Lender, Borrower will grant a fixed mortgage and charge to Lender on any or all real property of Borrower so designated by Lender. Borrower shall promptly provide to Lender all information reasonably requested by Lender to assist it in that regard. Borrower acknowledges that this undertaking constitutes present and continuing security in favour of Lender, and that Lender may file such caveats, security notices or other filings in regard thereto at any time and from time to time as Lender may determine;
- (r) Each Loan Party shall deliver forthwith to Lender any financial statements and other information as required in this Agreement;
- (s) Each Loan Party will fully pay its respective monetary obligations when due and perform its respective obligations under all leases and agreements relating to each leased location of any material asset charged by the Security Documents;
- (t) Each Loan Party will maintain in effect policies and procedures designed to promote compliance by such Loan Party and its Subsidiaries with all applicable Sanctions, AML Laws and Anti-Corruption Laws; and
- (u) prior to entering into any bonding arrangements, Borrower will (i) provide to Lender a copy of any such proposed agreement, which agreement shall be satisfactory to Lender, acting reasonably, and (ii) concurrently enter into an intercreditor agreement with respect

to such bonding arrangement of Borrower between Borrower, Lender and the applicable surety, in form and substance satisfactory to Lender, acting reasonably.

8. NEGATIVE COVENANTS:

Each Loan Party covenants with Lender that it will not do any of the following, without the prior written consent of Lender. If a Guarantor is not to do an act, Borrower also covenants with Lender not to permit Guarantor to do such act:

- (a) a Loan Party will not create or permit to exist any mortgage, charge, lien, encumbrance or other security interest on any of its present or future assets, other than Permitted Encumbrances;
- (b) a Loan Party will not create, incur, assume or allow to exist any Indebtedness, other than Permitted Indebtedness;
- (c) a Loan Party will not sell, lease or otherwise dispose of any assets, other than a Permitted Disposition;
- (d) a Loan Party will not provide financial assistance (by means of a loan, guarantee or otherwise) to any person (other than Lender) other than loans permitted under clause (b) above;
- (e) a Loan Party will not pay to or for the benefit of shareholders or persons associated with shareholders (within the meaning of the *Alberta Business Corporations Act*) by way of salaries, bonuses, dividends, management fees, repayment of loans or otherwise, other than Permitted Distributions;
- (f) a Loan Party will not reduce its capital or redeem, purchase or otherwise acquire, retire or pay off any of its present or future share capital other than to another Loan Party;
- (g) a Loan Party will not amalgamate, consolidate, or merge with any person other than a Loan Party and then only if no Default or Event of Default is then in existence or would thereafter be in existence, and will not enter into any partnership with any other person unless the partnership becomes a Loan Party hereunder and provides security in favour of Lender;
- (h) a Loan Party will not consent to or facilitate a Change of Control other than as consented to in writing by Lender;
- (i) a Loan Party will not acquire any assets in, or allow any of its assets to be registered in a jurisdiction where Lender has not registered or perfected the Security Documents, other than a Permitted Acquisition;
- (j) a Loan Party will not change the present nature of its business in any material respect;
- (k) Borrower will not operate accounts with or otherwise conduct any banking business with any financial institution other than Lender, other than to the extent expressly permitted in the definition of Permitted Encumbrances hereunder;

- (l) a Loan Party will not enter into any Hedging Agreement which is not used for risk management in relation to its business or which is not entered into in the ordinary course of its business but is entered into for speculative purposes, or which, in the case of commodity swaps or similar transactions of either a financial or physical nature, have a term exceeding the Facility #1 Maturity Date;
- (m) a Loan Party will not allow any pollutant (including any pollutant now on, under or about such land) to be placed, handled, stored, disposed of or released on, under or about any of its lands unless done in the normal course of its business and then only as long as it complies with all Applicable Laws in placing, handling, storing, transporting, disposing of or otherwise dealing with such pollutants, except to the extent any failure to do so could not reasonably be expected to have a Material Adverse Effect; and
- (n) Borrower will not utilize Borrowings to finance a Hostile Acquisition;
- (o) except to another Loan Party, a Loan Party will not make any payments of principal, interest, fees or costs on account of any Subordinated Debt prior to the permanent repayment in full of the Borrowings;
- (p) a Loan Party will not enter into any transactions with its Subsidiaries or affiliates or other Persons not on an arm's-length basis for goods or services unless entered into on commercially reasonable terms;
- (q) a Loan Party will not, directly or indirectly:
 - i) acquire or form any Subsidiary or become a partner in any partnership or a participant in any joint venture without ensuring that such Subsidiary, partnership or joint venture concurrently provides an unlimited and unconditional guarantee of the Facilities and security charging all of its present and after-acquired assets, together with a satisfactory opinion of its counsel as to the enforceability of that guarantee and security; or
 - ii) make any equity investment in, or purchase or otherwise acquire or hold any Equity Securities of, any other Person other than another Loan Party,provided that the foregoing shall not apply to an Excluded Subsidiary;
- (r) no part of the proceeds of the Facilities will be used, directly or indirectly:
 - i) in any manner that would result in a violation of any Sanction; or
 - ii) in violation of any applicable AML Laws or Anti-Corruption Laws;
- (s) no Loan Party will enter into or have issued on its behalf, or amend, supplement, or reissue any surety bond that requires security unless the surety thereto, if it is not a party to a surety intercreditor agreement with Lender in form and substance satisfactory to Lender, executes and delivers to Lender either: (i) a supplement to an existing surety intercreditor agreement; or (ii) a surety intercreditor agreement;
- (t) no Loan Party will permit any co-mingling of cash with surety cash security provided in accordance with any surety or bonding agreement;

- (u) no Loan Party will make capital expenditures in excess of \$2,000,000 in any fiscal year; and
- (v) No Loan Party will sell, lease or otherwise transfer any assets to an Excluded Subsidiary.

9. REPORTING COVENANTS:

Borrower will provide to Lender:

- (a) within 120 days after the end of each of its fiscal years (provided that the requirement to deliver the following materials may be satisfied by Borrower posting such materials on www.SEDAR.com or on the website of Borrower, as applicable, within the time periods referred to and forthwith advising Lender that such materials have been so posted and the details of any website on which the same have been posted):
 - i) financial statements of Borrower on a consolidated audited basis prepared by a firm of qualified accountants;
 - ii) internally prepared management discussion and analysis, including detailed variance to budget and historical performance;
 - iii) upon request from Lender, unconsolidated financial statements for Borrower, each Guarantor and each non-Guarantor Subsidiary;
 - iv) a Compliance Certificate executed by a senior officer of Borrower in the form attached hereto as Schedule "A";
 - v) detailed listed of aged accounts receivable and accounts payable, including holdbacks and Priority Payables; and
 - vi) consolidated financial forecast of Borrower covering next two years, including an income statement, balance sheet, cash flow statement and capital and operating expenditures, detailed quarterly;
- (b) within 60 days following the end of each of its first 3 fiscal quarters (provided that the requirement to deliver the following materials may be satisfied by Borrower posting such materials on www.SEDAR.com or on the website of Borrower, as applicable, within the time periods referred to and forthwith advising Lender that such materials have been so posted and the details of any website on which the same have been posted):
 - i) consolidated financial statements of Borrower on an internally prepared basis reconciled by management;
 - ii) internally prepared management discussion and analysis, including detailed variance to budget, backlog report historical performance and next quarter forecast;
 - iii) a Compliance Certificate executed by a senior officer of Borrower in the form attached hereto as Schedule "A"; and

- iv) detailed listed of aged accounts receivable and accounts payable, including holdbacks and Priority Payables;
- (c) within 30 days following the end of each calendar month:
 - i) a Borrowing Base Certificate certified by a senior officer of the Borrower in the form attached hereto as Schedule "D" as at the end of such month; and
 - ii) aged accounts receivable, unbilled revenue, accounts payable and Priority Payable listings as at the end of such month; and
- (d) on request, any further information regarding its assets, operations and financial condition that Lender may from time to time reasonably require.

10. FINANCIAL COVENANTS:

Borrower will not at any time, without the prior written consent of Lender, breach the following restrictions:

- (a) permit the Total Funded Debt to Tangible Net Worth ratio to exceed:
 - i) 3:00:1.00 at the Closing Date;
 - ii) 2.75:1.00 by December 31, 2017; and
 - iii) 2.50:1.00 by September 30, 2018 and thereafter;
- (b) permit the Fixed Charge Coverage Ratio to be less than 1:15:1.00;
- (c) permit the Working Capital Ratio to be less than:
 - i) 1.15:1 at the Closing Date; and
 - ii) 1.25:1.00 by December 31, 2017 and thereafter.

Each of the above financial ratios shall be maintained at all times and tested at the end of each fiscal quarter of Borrower and shall be detailed in the Compliance Certificates required to be delivered under this Agreement.

11. CONDITIONS PRECEDENT:

It is a condition precedent to each advance hereunder that, at the time of such advance, all representations and warranties hereunder must be true and correct in all material respects as if made on such date, and there must be no Default hereunder or under any Loan Document.

Conditions Precedent to initial Borrowings at Closing Date

In addition, the obligation of Lender to make available the initial Borrowings at the Closing Date is subject to and conditional upon the satisfaction (or waiver by Lender) of the following conditions precedent:

- (a) Lender has received all Loan Documents and all registrations and filings have been completed in Alberta and British Columbia, in all cases in form and substance satisfactory to Lender, other in respect of registration of the Leasehold Mortgage, which shall be provided no later than 30 days following the Closing Date;
- (b) The Loan Parties have provided to Lender all duly enacted corporate resolutions authorizing the execution, delivery and performance of the Loan Documents, an officer's certified copy of its governing documents, a certificate of incumbency, and a certificate of status or similar document from each Loan Party from its jurisdiction of incorporation, organization or formation, as applicable;
- (c) Lender has received evidence of the receipt by each Loan Party of all necessary consents and approvals required from any governmental authority or any other Person for the entry into, execution and delivery of the Loan Documents and the performance of its obligations under the Loan Documents;
- (d) Except for Permitted Indebtedness, no Loan Party will have any other Indebtedness. Lender will have received and be satisfied with evidence that Indebtedness owed to Canadian Western Bank ("CWB") will be repaid, Borrower's credit facility with CWB cancelled and any security interest granted by any Loan Party in favour of CWB discharged concurrently with initial Borrowing under this Agreement;
- (e) The Loan Parties have provided all authorizations and all financial statements, appraisals, budgets, environmental reports and any other information that Lender may require;
- (f) Lender will have received and be satisfied with the not less than two year consolidated financial statements of Borrower, the most current management prepared interim financial consolidated financial statements and two year consolidated financial forecast including a balance sheet, income statement and statement of cash flows, detailed capital and operating expenditure budget and financial covenant calculations;
- (g) Lender will have received and be satisfied with *pro forma* balance sheet of Borrower as at the Closing Date, giving effect to the financing and providing detailed covenant calculations from a senior officer of Borrower demonstrating adherence to all covenants, as at the Closing Date;
- (h) Lender will have received and be satisfied with its review of any environmental reports and audits or litigation matters relating to the Loan Parties that the Lender may require, acting reasonably;
- (i) Lender will have received and be satisfied with the organizational chart of the Loan Parties;
- (j) Lender will have completed and be satisfied with the results of its financial, business, legal and other due diligence enquiries including the corporate, capital, tax, legal and

- management structure and cash management systems of the Loan Parties, and will be satisfied, in its sole judgment, with the nature and status of all securities, labour, tax, employee benefit (including pension plan), environmental, health and safety matters, organizational and capital structure matters involving or affecting the Loan Parties;
- (k) All intercreditor agreements, PPSA acknowledgements, comfort letters or estoppel letters in respect of Subordinated Debt that Lender may reasonably require will have been duly executed and unconditionally delivered by all parties thereto;
 - (l) Lender will have received and be satisfied with evidence that, on the Closing Date, the Tangible Net Worth of Borrower is no less than \$4,900,000;
 - (m) Lender has not received written notice of any execution, lien, trust, charge or encumbrance affecting the assets charged by the security created by the Security Documents (other than Permitted Encumbrances);
 - (n) Lender has received a satisfactory certificate of insurance issued by Borrower's insurance broker in respect of all policies required to be maintained by Borrower (or to be maintained upon the acquisition of the applicable assets) which are to name Lender as first loss payee under all property damage policies and additional insured, as its interest may appear, in respect of all liability policies;
 - (o) No Material Adverse Change in the business, financial condition, prospects, operations or properties of the Loan Parties shall have occurred;
 - (p) All security interests charging any asset of a Loan Party have been discharged, other than security interests in favour of Lender and Permitted Encumbrances;
 - (q) Lender has received from Borrower a Compliance Certificate confirming that Borrower is in compliance with all the terms and conditions of this Agreement prior to drawdown and that all representations and warranties continue to be true and correct in every material respect prior to drawdown;
 - (r) Lender has received a Borrowing Base Certificate confirming the Facility #1 Margin Limit as of the month end immediately preceding the Closing Date;
 - (s) Borrower has executed and delivered all of Lender's standard form account opening documentation required to establish current accounts and all documentation necessary to comply with applicable AML Laws, "know your client" and domestic and foreign tax laws including applicable *Foreign Account Tax Compliance Act* documentation;
 - (t) Lender has received payment of all fees due in respect of this Agreement (including reasonable fees and expenses of legal counsel to the Lender);
 - (u) Lender is satisfied as to the value of Borrower's and any Guarantor's assets and financial condition, and Borrower's and any Guarantor's ability to carry on business and repay any amount owed to Lender from time to time;
 - (v) No Event of Default has occurred and is continuing under any of the Loan Documents;

- (w) Lender has received a satisfactory legal opinion from counsel to the Loan Parties addressing:
 - i) the due authorization, execution, delivery and enforceability of the Loan Documents; and
 - ii) any other matters that may be reasonably requested by Lender;
- (x) Lender has received a satisfactory legal opinion from its counsel; and
- (y) Lender has received any other documents as Lender has reasonably requested.

Conditions Precedent to subsequent Borrowings

In addition, the obligation of Lender to make available any subsequent Borrowings is subject to and conditional upon the satisfaction (or waiver by Lender) of the following conditions precedent:

- (a) No Event of Default has occurred and is continuing under any of the Loan Documents, and no demand has been made by the Lender for repayment of the outstanding Borrowings under any Credit Facility;
- (b) The representations and warranties contained in the Loan Documents are and will continue to be true and correct in every material respect as if made by Borrower; and
- (c) In the case of an advance under Facility #1, Borrower has provided Lender with its most recently required Borrowing Base Certificate and Compliance Certificate required under Section 9.

The above conditions are inserted for the sole benefit of Lender, and may be waived by Lender in whole or in part (with or without terms or conditions) in respect of any particular Borrowing, provided that any waiver shall not be binding unless given in writing and shall not derogate from the right of Lender to insist on the satisfaction of such waived condition in future.

12. AUTHORIZATIONS AND SUPPORTING DOCUMENTS

Borrower has delivered or will deliver the following authorizations and supporting documents to Lender at the Closing Date:

Corporate Borrower:

- (a) Incorporation documents including Certificate of Incorporation, Articles of Incorporation (including any amendments) and last Notice of Directors;
- (b) Certificate of Signing Authority;
- (c) Corporate MasterCard documentation;
- (d) Environmental questionnaire & disclosure statement; and
- (e) Credit Information and Alberta Land Titles Office Name Search Consent Form.

Corporate Guarantors:

- (a) Incorporation documents including Certificate of Incorporation, Articles of Incorporation (including any amendments) and last Notice of Directors;
- (b) Certificate of Signing Authority; and
- (c) Corporate guarantee resolution.

General:

- (a) Documents related to AML Laws, government sanction and “know your client” laws;
- (b) Opinion from counsel to Borrower and any Guarantors; and
- (c) Opinion from counsel to Lender.

13. DRAWDOWNS, PAYMENTS AND EVIDENCE OF INDEBTEDNESS

- (a) Interest on Prime-based loans is calculated on the daily outstanding principal balance, and is payable on the last day of each month.
- (b) If revolving of loans is permitted hereunder, principal advances and repayments on Prime-based loans are to be in the minimum sum of Cdn. \$100,000.00 and may revolve in multiples of Cdn. \$1.00.
- (c) Borrower shall monitor its Borrowings to ensure that the Borrowings hereunder do not exceed the maximum amount available hereunder.
- (d) Borrower shall provide notice to Lender in order to request an advance or make a repayment or conversion of Borrowings under this Agreement, as follows:
 - i) For Borrowings:
 - a) under Cdn. \$5,000,000 – same day notice; or
 - b) Cdn. \$5,000,000 and over – one Business Day prior written notice.
- (e) If Letters of Credit are available under the Agreement, the term of each Letter of Credit shall not exceed one (1) year, although automatic extensions thereof (unless notified by Lender) are permitted. On any demand being made by a beneficiary for payment under a Letter of Credit, the amount so paid shall be automatically deemed to be outstanding as a Prime-based loan under the relevant Facility
- (f) Borrower may cancel the availability of any unused portion of a Facility on five Business Days' notice. Any such cancellation is irrevocable.
- (g) The annual rates of interest or fees to which the rates calculated in accordance with this agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

- (h) If the amount of Borrowings outstanding under any Facility, when converted to the Equivalent Amount in Canadian dollars, exceeds the amount available under such Facility, Borrower shall, unless Lender otherwise agrees in its sole discretion, immediately repay such excess to Lender.
- (i) If any amount due hereunder is not paid when due, Borrower shall pay interest on such unpaid amount (including without limitation, interest on interest) if and to the fullest extent permitted by Applicable Law, at a rate per annum 5% greater than the interest rate otherwise payable for such amount under this Agreement.
- (j) The branch of Lender (the “**Branch of Account**”) where Borrower maintains an account and through which the Borrowings will be made available is located at 102 8th Ave. SW, Calgary, Alberta, T2P 1B3. Funds under the Facilities will be advanced into and repaid from account no. 760-00804311600 at the Branch of Account, or such other branch or account as Borrower and Lender may agree upon from time to time.
- (k) Lender shall open and maintain at the Branch of Account accounts and records evidencing the Borrowings made available to Borrower by Lender under this agreement. Lender shall record the principal amount of each Borrowing and the payment of principal, interest and fees and all other amounts becoming due to Lender under this agreement. Lender's accounts and records (and any confirmations issued hereunder) constitute, in the absence of manifest error, conclusive evidence of the indebtedness of Borrower to Lender pursuant to this Agreement.
- (l) Borrower authorizes and directs Lender to automatically debit, by mechanical, electronic or manual means, any bank account of Borrower for all amounts payable by Borrower to Lender pursuant to this agreement. Any amount due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day, and interest shall accrue accordingly.
- (m) If a Financial Market Disruption has occurred, Lender shall have the option exercisable by written notice to Borrower to refuse any additional funding of any Facility, or to postpone the additional funding of any Facility until, in the reasonable opinion of Lender, the Financial Market Disruption has ceased.
- (n) Lender shall have the right to set-off and apply any funds of the Loan Parties (or any of them) deposited with or held by Lender from time to time, and any other indebtedness owing to the Loan Parties by Lender, against any of the amounts outstanding under this Agreement from time to time.
- (o) If a Guaranteed Note or Letter to Credit is outstanding at any time that the obligations under the Facilities become immediately due and payable pursuant to the terms of the Agreement, Borrower will forthwith pay to Lender cash collateral in an amount equal to the face amount of that Guaranteed Note and the maximum undrawn amount of that Letter of Credit. The proceeds of that payment will be held by Lender for set-off against the liability of Borrower to Lender in respect of that Guaranteed Note and/or Letter of Credit. Lender will credit Borrower will interest on these proceeds at the prevailing rate for comparative term deposits maturing on the maturity date of that Guaranteed Note or on the date that any such Letter of Credit is returned for cancellation by the beneficiary or has expired (as applicable).

14. EVENTS OF DEFAULT

Without restricting the rights of Lender to terminate any Facility which is payable on demand and to demand payment in full of such demand Facility at any time, if any Event of Default occurs and is continuing, Lender may at its option, by notice to Borrower, terminate all or any part of any committed term Facilities under this Agreement and demand immediate payment in full of all or any part of the amounts outstanding under those committed term Facilities.

15. MISCELLANEOUS:

- (a) Borrower acknowledges that the terms of this Agreement are confidential, and Borrower agrees not to disclose the terms hereof or provide a copy hereof to any Person without the prior written consent of Lender, unless and to the extent required by Applicable Law.
- (b) All reasonable legal and other costs and expenses incurred by Lender in respect of the Facilities, the Security Documents and other related matters will be paid or reimbursed by Borrower on demand by Lender, whether or not any Borrowings are made.
- (c) All Security Documents will be prepared by or under the supervision of Lender's solicitors, unless Lender otherwise permits. Acceptance of this offer will authorize Lender to instruct Lender's solicitors to prepare all necessary Security Documents and proceed with related matters.
- (d) Lender, without restriction, may waive in writing the satisfaction, observance or performance of any of the provisions of this Agreement. The obligations of a Guarantor (if any) will not be diminished, discharged or otherwise affected by or as a result of any such waiver, except to the extent that such waiver relates to an obligation of such Guarantor. Any waiver by Lender of the strict performance of any provision hereof will not be deemed to be a waiver of any subsequent default, and any partial exercise of any right or remedy by Lender shall not be deemed to affect any other right or remedy to which Lender may be entitled. No delay on the part of Lender in exercising any right or privilege will operate as a waiver of that right or privilege, and no delay or waiver of any failure or default will operate as a waiver of any subsequent failure or default unless made in writing and signed by an authorized officer of Lender.
- (e) Borrower shall reimburse Lender for any additional cost or reduction in income arising as a result of:
 - i) the imposition of, or increase in, taxes on payments due to Lender under this Agreement (other than taxes on the overall net income of Lender);
 - ii) the imposition of, or increase in, any reserve or other similar requirement; or
 - iii) the imposition of, or change in, any other condition affecting the Facilities imposed by any Applicable Law or the interpretation thereof,all provided Lender is or will be generally claiming similar compensation from its other borrowers in similar circumstances and no more than 180 days have passed since the date of such imposition, increase or change.

- (f) Words importing the singular will include the plural and vice versa, and words importing gender will include the masculine, feminine and neuter, and anything importing or referring to a person will include a body corporate and a partnership and any entity, in each case all as the context and the nature of the parties requires.
- (g) Where more than one Person is liable as Borrower (or as a Guarantor) for any obligation hereunder, then the liability of each such Person for such obligation is joint and several with each other such Person. To the extent that any provision of any of the Security Documents conflict or are inconsistent with any of the provisions of this Agreement, this Agreement shall govern and prevail to resolve any such conflict or inconsistency in any and all circumstances, such that the provisions of this Agreement shall be paramount to and supersede the conflicting or inconsistent provision of the Security Documents.
- (h) Where the interest rate for a credit is based on Prime, the statement by Lender as to Prime, and as to the rate of interest applicable to a credit on any day will be binding and conclusive for all purposes.
- (i) All interest rates specified are nominal annual rates. The effective annual rate in any case will vary with payment frequency. All interest payable hereunder bears interest as well after as before maturity, default and judgment with interest on overdue interest at the interest rate payable in respect of Prime-based loans under Facility #1 hereunder. To the extent permitted by law, Borrower waives the provisions of the *Judgment Interest Act* (Alberta).
- (j) Any written communication which a party may wish to serve on any other party may be served personally (in the case of a body corporate, on any officer or director thereof) or by leaving the same at or couriering or mailing the same by registered mail to the Branch of Account (for Lender) or to the last known address (for Borrower or any Guarantor), and in the case of mailing will be deemed to have been received two (2) Business Days after mailing except in the case of postal disruption.
- (k) Unless otherwise specified, references herein to "\$" and "dollars" mean Canadian dollars.
- (l) If for the purpose of obtaining judgment in any court in any jurisdiction with respect to this Agreement, it is necessary to convert into the currency of such jurisdiction (the "**Judgment Currency**") any amount due hereunder in any currency other than the Judgment Currency, 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 Lender would, on the relevant date, be prepared to sell a similar amount of such currency against the Judgment Currency, in accordance with normal banking procedures. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which judgment is given and the date of payment of the amount due, Borrower will, on the date of payment, pay such additional amounts as may be necessary to ensure that the amount paid on such day is the amount in the Judgment Currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due under this Agreement in such other currency. Any additional amount due from Borrower under this paragraph will be due as a separate debt and shall not be affected by judgment being obtained for any other sums due in connection with this Agreement.

- (m) No Loan Party will assign any of its respective rights or obligations under this Agreement without the prior written consent of Lender. Lender will have the right to assign, sell or participate its rights and obligations in the Facilities to one or more Persons (“**Participants**”) without the consent of any Loan Party. For this purpose, Lender may disclose, on a confidential basis, to a potential Participant any information concerning the Loan Parties as Lender considers appropriate. Each Loan Party will execute any documentation and take any actions as Lender may reasonably request in connection with any assignment or participation. The provisions of this Agreement will be binding upon and enure to the benefit of each Loan Party and Lender and their successors and permitted assigns.
- (n) In addition to any other indemnity provided for in this Agreement, each Loan Party agrees to indemnify Lender and any receiver, receiver manager or similar Person appointed under Applicable Law, and their respective shareholders, affiliates, officers, directors, employees and agents, and “**Indemnified Party**” means any one of the foregoing, on demand against any loss, expense or liability which such Indemnified Party may sustain or incur as a consequence of the action or inaction of any Loan Party whatsoever, including, without limitation:
- i) any default in payment of the principal amount of any Borrowing or any part thereof or interest accrued thereon, as and when due and payable;
 - ii) any failure to fulfill on or before any drawdown date the conditions precedent to any Borrowing as provided for in this Agreement, if as a result of that failure that Borrowing is not made on that date;
 - iii) the occurrence of any applicable Default or Event of Default under this Agreement;
 - iv) any misrepresentation made by a Loan Party in this Agreement or in any instrument in writing delivered to Lender in connection with this Agreement;
 - v) any failure to comply with any Applicable Laws, including, without limitation, any environmental law; or
 - vi) any default in the payment or performance of any covenant to pay or remit present or future taxes, or to make and remit withholdings or deductions with respect to any taxes or Priority Payables,
- including but not limited to any loss or expense sustained or incurred in liquidating or redeploying deposits or other funds contracted for or acquired or used to effect or maintain any part of that Borrowing.
- This indemnity will: (i) survive the repayment or cancellation of any of the Facilities or any termination this Agreement; and (ii) not apply to any Indemnified Party with respect to obligations directly caused the gross negligence or wilful misconduct on the part of such Indemnified Party.
- (o) A Loan Party's obligations under this section 15 continue even after all Facilities have been repaid and this Agreement has terminated.

- (p) Each accounting term used hereunder, unless otherwise defined herein, has the meaning assigned to it under GAAP consistently applied throughout the relevant period and relevant prior periods. If there occurs a change in generally accepted accounting principles (an “**Accounting Change**”), and such change would result in a material change in the calculation of any financial covenant, standard or term used in this Agreement, then at the request of Borrower or Lender, Borrower and Lender shall enter into negotiations to amend such provisions so as to reflect such Accounting Change with the result that the criteria for evaluating the financial condition of Borrower or any other party, as applicable, shall be the same after such Accounting Change, as if such Accounting Change had not occurred. If, however, within 30 days of the foregoing request by Borrower or Lender, Borrower and Lender have not reached agreement on such amendment, the method of calculation shall not be revised and all amounts to be determined shall be determined without giving effect to the Accounting Change
- (q) A Loan Party's information, corporate or personal, may be subject to disclosure without its consent pursuant to provincial, federal, national or international laws as they apply to the product or service Borrower has with Lender or any third party acting on behalf of or contracting with Lender. The Loan Parties acknowledge that, pursuant to AML Laws, government sanction and “know your client” laws, Lender may be required to obtain, verify and record information regarding the Loan Parties, their respective subsidiaries, directors, authorized signing officers, direct or indirect shareholders or other Persons, in control of any Loan Party and the transactions contemplated thereby. The Loan Parties shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by Lender, or any prospective assignee or participant hereunder, in order to comply with applicable AML Laws, government sanction and “know your client” laws, whether now or hereafter in existence.
- (r) This Agreement will not merge upon the execution and delivery of any other Loan Documents, but will remain in full force and effect thereafter.
- (s) This Agreement supersedes and replaces all prior discussions, letters and agreements (if any) describing the terms and conditions of any Facility established by Lender in favour of Borrower.
- (t) Lender may from time to time give any credit or other information about any Loan Party or its Subsidiaries, or receive such information from, (i) any financial institution, credit reporting agency, rating agency or credit bureau, (ii) any Person with whom such Loan Party may have or proposes to have financial dealings, and (iii) any Person in connection with any dealings such Loan Party has or proposes to have with Lender. Each Loan Party agrees that Lender may use that information to establish and maintain Borrower's relationship with Lender and to offer any services as permitted by law, including services and products offered by Lender's Subsidiaries when it is considered that this may be suitable to Borrower.
- (u) Each Loan Party will from time to time promptly upon request by Lender do and execute all acts and documents as may be reasonably required by Lender to give effect to the Facilities and the Loan Documents, and to any assignment or participation made by Lender pursuant to this Agreement.
- (v) If, after the date hereof, the introduction of or any change in any Applicable Law or in its interpretation or application of any Applicable Law by any court or by any governmental

authority charged with the administration of any Applicable Law, makes it unlawful or prohibited for Lender to make, to fund or to maintain its commitment or any portion thereof or to perform any of its obligations under this Agreement (any such unlawful or prohibited funding, maintenance or performance being an "Unlawful Obligation"), then Lender may, by thirty days written notice to Borrower (unless the provision of the Applicable Law requires earlier prepayment in which case the notice period will be that shorter period as required to comply with the Applicable Law), terminate its obligations under this Agreement or, at the option of Lender, terminate only those of its obligations under this Agreement that constitute Unlawful Obligations, and, in that event, Borrower will prepay Borrowings owing to Lender forthwith (or at the end of that period as Lender in its discretion agrees), without notice or penalty (other than breakage costs), together with all accrued but unpaid interest and fees as may be applicable to the date of payment, or Lender may, by written notice to Borrower, convert those Borrowings forthwith into another basis of Borrowing available under this Agreement if such other basis of Borrowing would not be an Unlawful Obligation.

- (w) Time shall be of the essence in all provisions of this Agreement.
- (x) This Agreement may be executed by one or more of the parties on any number of separate counterparts (whether in original ink, by facsimile or in another electronic format), and all those counterparts taken together will be deemed to constitute one and the same instrument. The delivery of a facsimile or other electronic copy of an executed counterparty to this Agreement shall be deemed to be valid execution and delivery of this Agreement, but the party delivering such facsimile or other electronic copy shall make reasonable efforts to deliver an original copy of this Agreement as soon as possible after delivery of such facsimile or other electronic copy.
- (y) This Agreement shall be governed by the laws of Alberta. Each of the Loan Parties and Lender irrevocably and unconditionally agree that any suit, action or other legal proceeding (collectively, a "Suit") instituted by Lender and arising out of this Agreement shall be brought and adjudicated only in Alberta, and each Loan Party waives and agrees not to assert by way of motion, as a defence or otherwise at any such Suit, any claim that such Loan Party is not subject to the jurisdiction of the above courts, that such Suit is brought in an inconvenient forum or that the venue of such Suit is improper.

16. SCHEDULES

The following Schedules form part of this Agreement and are incorporated in this Agreement by reference:

Schedule "A" – Form of Compliance Certificate

Schedule "B" – Provisions Relating to Guaranteed Notes

Schedule "C" – Power of Attorney Applicable to Guaranteed Notes

Schedule "D" – Form of Borrowing Base Certificate

Schedule "E" – Disclosure

17. DEFINITIONS:

In this Agreement, including the Schedules and in all notices given pursuant to this Agreement, capitalized words and phrases shall have the meanings given to them in this Agreement in their proper context, and words and phrases not otherwise defined in this Agreement but defined below shall have the meanings given to them as set forth below.

“**Agreement**” means this agreement between Lender and Borrower, including any attached schedules, as the same may be amended, restated, replaced, renewed, extended or supplemented from time to time.

“**AML Laws**” means all laws, rules and regulations relating to money laundering or terrorist financing, including, without limitation, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), Part II.1 of the *Criminal Code* (Canada), the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism* (Canada) and the *United Nations Al-Qaida and Taliban Regulations* (Canada).

“**Anti-Corruption Laws**” means all laws, rules and regulations relating to bribery or corruption, including, without limitation, the *Corruption of Foreign Public Officials Act* (Canada).

“**Applicable Law**” means all applicable provisions of federal, provincial, state or local laws, statutes, rules, regulations, official directives and orders of any level of government or governmental authority, agency, board, bureau, department or commission (including any taxing authority) or instrumentality or office of any of the foregoing (including any court or tribunal).

“**Borrowing Base Certificate**” means a certificate of a senior officer of Borrower in the form set out in Schedule “D” to this Agreement.

“**Borrowings**” means all amounts outstanding under the Facilities, or if the context so requires, all amounts outstanding under one or more of the Facilities or under one or more borrowing options of one or more of the Facilities.

“**Business Day**” means a day, excluding Saturday and Sunday, on which banking institutions are open for business in the province of Alberta.

“**Change of Control**” means the occurrence of any of the following events without the written consent of Lender:

- (a) any Person or Persons acting jointly or in concert (within the meaning of the *Securities Act* (Alberta)), shall beneficially, directly or indirectly, hold or exercise control or direction over and/or have the right to hold or exercise control or direction over (whether such right is exercisable immediately or only after the passage of time) more than 35% of the issued and outstanding Equity Securities of Borrower;
- (b) during any period of two consecutive years, individuals who at the beginning of such period constitute the board of directors of a Loan Party cease, for any reason, to constitute at least a majority of the board of directors of such Loan Party unless the election or nomination for election of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period (the “**Incumbent Directors**”) and in particular, any new director who assumes office in connection with or as a result of any actual or threatened proxy or other election

contest of the board of directors of such Loan Party shall never be considered an Incumbent Director;

- (c) a change in the composition of management of a Loan Party which in the opinion of Lender would constitute a Material Adverse Change; or
- (d) a Loan Party or Loan Parties cease to own, control and direct 100% of the Equity Securities of any Guarantor.

“Closing Date” means May 25, 2017, or such other date as the parties may mutually agree.

“Compliance Certificate” means a certificate of a senior officer of Borrower in the form set out in Schedule “A” to this Agreement.

“Current Assets” means, at any date of determination, the amount which would, in accordance with GAAP, be classified upon the consolidated balance sheet of Borrower at such time as current assets, but excluding any amounts arising as a result of the mark-to-market value of swap contracts.

“Current Liabilities” means, at any date of determination, the amount which would, in accordance with GAAP, be classified upon the consolidated balance sheet of Borrower at such time as current liabilities, but excluding any amounts arising as a result of the mark-to-market value of swap contracts. For certainty, Current Liabilities shall include the outstanding Borrowings under the Facilities at all times.

“Discount Rate” means, with respect to Guaranteed Notes, the per annum rate of interest which is the arithmetic average of the rates per annum applicable to Canadian dollar bankers' acceptances having identical issue and comparable maturity dates as the Guaranteed Notes proposed to be issued by Borrower displayed and identified as such on the display referred to as the “CDOR Page” (or any display substituted therefor) of Reuter Monitor Money Rates Service as at approximately 8 a.m. (Calgary time) on such day, or if such day is not a Business Day, then on the immediately preceding Business Day, or if the rate referred to is not available, then the rate quoted by Lender.

“EBITDA” means, in respect of any financial period, the net income of Borrower on a consolidated basis for such period, plus (in each case and without duplication calculated in accordance with GAAP):

- (a) Interest Expense, to the extent deducted in the calculation of net income;
- (b) all amounts deducted in the calculation of net income in respect of the provision for income taxes;
- (c) all amounts deducted in the calculation of net income in respect of non-cash items, including, without limitation, depletion, depreciation, amortization, onerous lease provision (but excluding the amortization of such provision), and future income tax liabilities;
- (d) all amounts deducted in the calculation of net income in respect of minority equity losses, any non-cash impairment charges, and any other non-cash charges;
- (e) to the extent deducted from net income, non-cash losses resulting from marking-to-market the outstanding swaps of the Loan Parties for such period; and

- (f) all amounts deducted in the calculation of net income in respect of share based compensation;

less (in each case and without duplication):

- (g) earnings attributable to minority interests and extraordinary and non-recurring earnings and gains of Borrower (on a consolidated basis), in each case, to the extent included in the calculation of net income;
- (h) to the extent included in net income, non-cash gains resulting from marking-to-market the outstanding swaps of the Loan Parties for such period in accordance with GAAP; and
- (i) all cash payments during such period relating to non-cash charges which were added back in determining EBITDA in any prior period,

provided that for the purposes of this definition, if any Permitted Acquisition is made at any time during the relevant period of calculation, such material acquisition shall be deemed to have been made on and as of the first day of such calculation period; and if any material disposition or discontinuance of operations is made at any time during the relevant period of calculation, or the assets cease to be owned, such material disposition shall be deemed to have been made on and as of the first day of such calculation period.

“Environmental Order” means an order, directive or instruction issued by a governmental authority or a governmental body pursuant to or in respect of any environmental law.

“Equity” means, at any time and as determined in accordance with GAAP on a consolidated basis, an amount equal to the amount of shareholders' equity of Borrower, including share capital, retained earnings and postponed advances from affiliates/shareholders (if postponed on terms and in a manner acceptable to Lender) but excluding:

- (a) the redemption amount of any preferred shares of Borrower which are redeemable at the option of the holder to the extent they are included in Total Funded Debt;
- (b) convertible debentures to the extent they are included in Total Funded Debt;
- (c) advances to affiliates/shareholders;
- (d) goodwill; and
- (e) intangible assets.

“Equity Securities” means, with respect to any Person, any and all shares, stock or units of, interests, participations or rights in, or other equivalents (however designated and whether voting and non-voting) of, that Person's capital, whether outstanding on the date hereof or issued after the date hereof, including any interest in a partnership, limited partnership or other similar Person and any beneficial interest in a trust, and any and all rights, warrants, debt securities, options or other rights exchangeable for or convertible into any of the foregoing.

“Equivalent Amount” means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through Lender in accordance with normal banking procedures.

“**Event of Default**” means the occurrence of any of the following:

- (a) if Borrower defaults in paying when due any part of the principal amount or interest amount due under this Agreement;
- (b) if Borrower defaults in paying when due all or any part of its indebtedness or other liability to Lender (other than as provided under paragraph (a) above) and such default continues for 3 Business Days after notice from Lender;
- (c) if any Loan Party defaults in the observance or performance of any of its covenants or obligations under any Loan Document (other than as provided under paragraph (a) or (b) above), or any other document under which such Loan Party is obligated to Lender, and in any such cases, the default continues for 5 Business Days after notice from Lender;
- (d) any Change of Control;
- (e) if any charge or encumbrance on any property of any Loan Party with a fair market value exceeding \$2,000,000 becomes enforceable and steps are taken to enforce it;
- (f) if any default shall have occurred and is continuing in respect of any Indebtedness of a Loan Party (other than Indebtedness owing to Lender) which results in the acceleration of the payment of such Indebtedness or which permits the holder thereof to accelerate the payment of such Indebtedness and if there is a grace period applicable thereto arising under contract or otherwise, such default continues beyond the expiry of such grace period or if any lender shall demand repayment of any Indebtedness owed to it by such Loan Party which is repayable on demand and such Indebtedness shall not be paid on or before the date specified by such lender for payment, and the aggregate principal amount of all such Indebtedness is at least \$2,000,000;
- (g) if any other creditor of any Loan Party takes collection steps against such Loan Party or all or a material part of its assets with a fair market value exceeding \$2,000,000;
- (h) if final judgment or judgments should be entered against any Loan Party for the payment of any amount of money exceeding \$2,000,000 which is not covered by insurance, and the judgment or judgments are not discharged within 30 days after entry;
- (i) if an order is made, an effective resolution passed, or a petition is filed for the winding up the affairs of any Loan Party or if a receiver or liquidator of any Loan Party or any part of its assets is appointed;
- (j) if any Loan Party is unable to pay its debts as they become due or makes a general assignment for the benefit of its creditors or an assignment in bankruptcy or files a proposal or notice of intention to file a proposal under the *Bankruptcy and Insolvency Act* or otherwise acknowledges its insolvency or if a bankruptcy petition is filed or receiving order is made against any Loan Party and is not being disputed in good faith;
- (k) if any Loan Party ceases or threatens to cease to carry on its business or makes a bulk sale of its assets;

- (l) if any of the licences, permits or approvals granted by any government or governmental authority or agency and material to the business of any Loan Party is withdrawn, cancelled, suspended or adversely amended;
- (m) if any event or circumstance occurs which has or would reasonably be expected to have a Material Adverse Effect, and, if capable of being remedied, shall not be remedied within 20 Business Days from the date of written notice by Lender to Borrower notifying Borrower of such event;
- (n) if a Loan Party defaults under any right, interest, agreement, arrangement or understanding entered into by such Loan Party, whether written or oral, the loss or termination of which (without replacement), or under which the acceleration of any payment obligation, in each case by or of such Loan Party, would have a Material Adverse Effect;
- (o) if any representation or warranty made or given in this Agreement, in any certificate delivered pursuant hereto, or in any financial statements delivered pursuant hereto, is false or erroneous in any material respect when made, given or delivered;
- (p) if any provision of any Loan Document for any reason ceases to be valid, binding and enforceable in accordance with its terms, or a Loan Party asserts in writing that this has happened; or any security interest created under any Security Document ceases to be a valid and perfected security interest having, subject to Permitted Encumbrances, a first priority ranking in any of the property purported to be covered by that security interest, which is not rectified or otherwise dealt with to the satisfaction of Lender within a period of 10 days, other than, in the case of a security interest ceasing to be a perfected security interest, because of any action taken or omission to act by Lender;
- (q) if the audited financial statements of Borrower that are required to be delivered under this Agreement contain a qualification that is not acceptable to Lender, acting reasonably, and within a period of 30 days after the delivery of such financial statements by Borrower hereunder either (i) such qualification is not rectified or otherwise dealt with to the satisfaction of Lender, acting reasonably; or (ii) Borrower has not delivered a plan to Lender as to how Borrower plans to rectify or otherwise deal with such qualification (such plan to include the time frame within which Borrower proposes to rectify or otherwise deal with such qualification) and such plan is not satisfactory to Lender, acting reasonably, and following delivery and acceptance of such plan, Borrower fails to diligently pursue the same and rectify or otherwise deal with the qualification in accordance with the plan and within the proposed time frame;
- (r) if a Loan Party fails to remit to the applicable governmental authority any material Priority Payable owing by it within 15 days of the date that Priority Payable became due; or
- (s) if any Environmental Order is issued by any governmental authority against a Loan Party and that Environmental Order has not been satisfied or discharged within the time allowed for in that Environmental Order or, if no time is specified in that Environmental Order, within 90 days after the date that Environmental Order was received by a Loan Party, (or any longer period as Lender may agree to, acting reasonably, provided that Loan Party is at all times acting diligently and in good faith to satisfy the Environmental Order); and save and except where that Environmental Order is being contested actively

and diligently in good faith by appropriate and timely proceedings and the enforcement of that Environmental order has been stayed.

“Excluded Subsidiary” means, collectively, initially, Onyx Drafting Services LLC and Gemini (US) Inc., and such other Subsidiaries as may be from time to time approved by Lender.

“Financial Market Disruption” means the (i) occurrence, coming into effect or announcement of any event of provincial, national or international consequence, or of any law, regulation, enquiry, proceeding, or political or economic condition, which, in the opinion of Lender, acting reasonably, may or may reasonably be expected to materially and adversely affect the Alberta, Canadian, United States or global financial markets generally, or operates to prevent or restrict the trading in, or materially and adversely affects the pricing of, Government of Canada bonds (or such other instrument which Lender uses as a reference for determining the interest rates hereunder); or (ii) determination by Lender, acting in a commercially reasonable manner in the circumstances, that the cost of funds associated with a Facility is in excess of a level that is commercially acceptable to Lender in the circumstances.

“Fixed Charge Coverage Ratio” means, for any period of four successive fiscal quarters, the ratio of EBITDA (unadjusted for Permitted Acquisitions or Permitted Dispositions) for such period less all Unfunded Capital Expenditures, Permitted Distributions and cash taxes, divided by the trailing four quarter scheduled principal and interest payments required to be made by Borrower on account of indebtedness.

“Generally Accepted Accounting Principles” or **“GAAP”** means generally accepted accounting principles as may be described in the Canadian Institute of Chartered Accountants Handbook and other primary sources recognized from time to time by the Canadian Institute of Chartered Accountants.

“Good Accounts Receivable” means unencumbered accounts receivable of Borrower from Canadian or U.S. debtors excluding: (i) bad or doubtful accounts; (ii) all amounts due from any affiliate; (iii) the entire amount of accounts, any portion of which is outstanding more than 90 days after billing date, provided that the under 90 day portion may be included where the over 90 day portion is less than 10% of the entire account, and provided that the entire account may be included where Lender has nevertheless designated the account as good; (iv) the amount of all holdbacks or contra accounts; (v) any accounts which Lender has previously advised to be ineligible; and (vi) any priority or lienable payables.

“Good Unbilled Revenue” means unbilled revenue of the Borrower from Canadian or U.S. Investment Grade debtors for contract work, for which the work has been completed and the Borrower has (1) issued a progress certificate or (2) will be invoicing for within the next 2 weeks.

“Guaranteed Notes” means the non-interest bearing promissory notes issued by Borrower to Lender under Lender's guaranteed note program.

“Guarantor” means any party that has provided a guarantee in favour of Lender with respect to the Borrowings under this Agreement.

“Hedging Agreement” means any swap, hedging, interest rate, currency, foreign exchange or commodity contract or agreement, or confirmation thereunder, entered into from time to time in connection with:

- (a) interest rate swaps, forward rate transactions, interest rate options, cap transactions, floor transactions and similar rate-related transactions;

- (b) forward rate agreements, foreign exchange forward agreements, cross currency transactions and other similar currency-related transactions; or
- (c) commodity swaps, hedging transactions and other similar commodity-related transactions (whether physically or financially settled), including without limitation commodity swaps;

the purpose of which is to hedge (a) interest rate, (b) currency exchange, and/or (c) commodity price exposure, as the case may be.

“Hostile Acquisition” means an acquisition of Equity Securities of a Person which under Applicable Law is required to be filed with the applicable securities regulatory authorities, where the board of directors or equivalent management body of that Person has neither approved the acquisition nor recommended to the shareholders, unitholders or other holders of equity interests in that Person that they sell their Equity Securities under the proposed acquisition.

“Indebtedness” means all present and future obligations and indebtedness of a person, whether direct or indirect, absolute or contingent, including all indebtedness for borrowed money, all obligations in respect of swap or hedging arrangements and all other liabilities which in accordance with GAAP would appear on the liability side of a balance sheet (other than items of capital, retained earnings and surplus or deferred tax reserves).

“Insured Receivable” means a Good Accounts Receivable which is insured by Export Development Canada, or such other insurer which is accepted by the Lender in writing from time to time (in its sole discretion), against non-payment, on terms satisfactory to the Lender and in respect of which the Lender has been named as a first loss payee.

“Interest Expense” means, for any period, the cost of advances of credit during that period, including interest charges, the interest component of capital leases, capitalized interest, fees payable on bankers' acceptances and guaranteed notes, and fees payable in respect of letters of credit and letters of guarantee.

“Inventory” means unencumbered inventory of the Loan Parties (including raw materials and finished goods but excluding work in progress).

“Investment Grade Accounts Receivable” means unencumbered accounts receivable of Borrower from Canadian or U.S. debtors with a DBRS or S&P rating BBB- or greater excluding: (i) bad or doubtful accounts; (ii) all amounts due from any affiliate; (iii) the entire amount of accounts, any portion of which is outstanding more than 120 days after billing date, provided that the under 120 day portion may be included where the over 120 day portion is less than 10% of the entire account, and provided that the entire account may be included where Lender has nevertheless designated the account as good; (iv) the amount of all holdbacks or contra accounts; (v) any accounts which Lender has previously advised to be ineligible; and (vi) any priority or lienable payables.

“Lender” means Alberta Treasury Branches.

“Letter of Credit” means a standby or documentary letter of credit or letter of guarantee issued by Lender on behalf of Borrower.

“Loan Documents” means this Agreement, the Security Documents and each instrument, agreement, certificate, application, request, indemnity and other document of any nature or kind now or hereafter

executed in connection with this Agreement or any Security Documents, all as amended, restated and replaced from time to time.

“**Loan Parties**” means Borrower and all Guarantors, other than any Guarantors that are natural persons, and “**Loan Party**” means any of them.

“**Material Adverse Change**” means any change, event, violation, circumstance or effect which, when considered individually or when aggregated with other changes, events, violations, circumstances or effects, is or would reasonably be expected to have a Material Adverse Effect.

“**Material Adverse Effect**” means a material adverse effect on the condition (financial or otherwise), property, assets, operations, business of the Loan Parties taken as a whole, or a material adverse effect on the Loan Parties’ collective ability to repay the Facilities and to perform their respective material obligations under the Loan Documents.

“**Person**” means any natural person, corporation (including a business trust and a public benefit corporation), limited liability company, unlimited liability corporation, trust, joint venture, association, company, partnership, joint stock company, firm, enterprise, unincorporated association, governmental authority or other entity.

“**Permitted Acquisition**” means an acquisition which meets all of the following criteria:

- (a) target’s business must be in similar type of business to Borrower;
- (b) target must be located in Canada or the U.S.A.;
- (c) target must contribute positive EBITDA for Borrower;
- (d) target EBITDA is positive for the immediately preceding 12 calendar months;
- (e) acquisition must not be a Hostile Acquisition;
- (f) the aggregate purchase price for acquisitions must not exceed \$5,000,000 per fiscal year, including any Indebtedness assumed and any earn out provision (discounted in accordance with GAAP);
- (g) if not an acquisition of assets only, Borrower must acquire 100% of Equity Securities of the target;
- (h) if real property, satisfactory environmental due diligence must be provided to Lender, and such due diligence must be satisfactory to Lender, prior to the acquisition;
- (i) by no later than sixty (60) days from the date of the acquisition, any existing security interest (if any) over such acquired assets or target which is not otherwise a Permitted Encumbrance must be released, any existing Indebtedness (if any) over such acquired target which is not otherwise Permitted Indebtedness must be retired, and Borrower must have provided, or caused to be provided, any applicable additional Security Documents in respect to the acquired asset or target as required under the terms of this Agreement;
- (j) no Default or Event of Default has occurred and is continuing (or, if such acquisition was completed, would result in a Default or Event of Default occurring as a result); and

- (k) the Loan Parties are in compliance with all financial covenants contained in this Agreement and will remain in compliance with all such financial covenants immediately following the completion of such acquisition.

“Permitted Disposition” means any sale, exchange, lease, transfer or other disposition of:

- (a) any assets between Borrower and any Guarantors or between Guarantors;
- (b) Inventory in the normal course of business;
- (c) equipment which has become worn out, unserviceable or obsolete;
- (d) assets of a non-Guarantor; and
- (e) assets not otherwise described in the above paragraphs where the aggregate fair market value of all assets so disposed of in any Fiscal Year is less than \$1,000,000.

“Permitted Distribution” means a dividend, interest expense, repayment of loans or otherwise by Borrower or a Guarantor to any shareholder or shareholder affiliate at a time when no Default or Event of Default is then in existence or would reasonably be expected to occur as a result of such distribution and where the prior written consent of Lender has been obtained.

“Permitted Encumbrance” means, in respect of any Loan Party, the following:

- (a) liens for taxes, assessments or governmental charges not yet due or delinquent or the validity of which is being contested in good faith;
- (b) liens arising in connection with workers' compensation, unemployment insurance, pension, employment or other social benefits laws or regulations which are not yet due or delinquent or the validity of which is being contested in good faith;
- (c) liens under or pursuant to any judgment rendered or claim filed which are or will be appealed in good faith provided any execution thereof has been stayed;
- (d) undetermined or inchoate liens and charges incidental to construction or current operations which have not at such time been filed pursuant to law or which relate to obligations not due or delinquent;
- (e) liens arising by operation of law such as builders' liens, carriers' liens, materialmen's liens and other liens of a similar nature which relate to obligations not due or delinquent;
- (f) easements, rights-of-way, servitudes or other similar rights in land (including, without in any way limiting the generality of the foregoing, rights-of-way and servitudes for railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light and power and telephone or telegraph or cable television conduits, poles, wires and cables) granted to or reserved or taken by other persons which singularly or in the aggregate do not materially detract from the value of the land concerned or materially impair its use in the operation of the business of Borrower or such Guarantor;
- (g) security given to a public utility or any municipality or governmental or other public authority when required by such utility or municipality or other authority in connection

with the operations of Borrower or such Guarantor, all in the ordinary course of its business which singularly or in the aggregate do not materially impair the operation of the business of Borrower or such Guarantor;

- (h) the reservation in any original grants from the Crown of any land or interests therein and statutory exceptions to title;
- (i) operating leases;
- (j) capital lease transactions (according to GAAP) or sale-leaseback transactions where the indebtedness represented by all such transactions does not at any time exceed \$100,000 in aggregate;
- (k) security interests granted or assumed to finance the purchase of any property or asset (a **"Purchase Money Security Interest"**) where:
 - i) the security interest is granted at the time of or within 60 days after the purchase,
 - ii) the security interest is limited to the property and assets acquired, and
 - iii) the indebtedness represented by all Purchase Money Security Interests does not at any time exceed \$100,000 in aggregate; and
- (l) security interests or liens (other than those hereinbefore listed) of a specific nature (and excluding for greater certainty floating charges) on properties and assets having a fair market value not in excess of \$100,000 in aggregate,

and for certainty, the permission to create a Permitted Encumbrance shall not be construed as a subordination postponement, express or implied, of the Security Documents to such Permitted Encumbrance.

"Permitted Indebtedness" means, without limitation:

- (a) the Credit Facilities and Ancillary Facilities;
- (b) Surety indebtedness of an unsecured nature and, if secured, surety indebtedness subject to an intercreditor agreement;
- (c) unsecured deferred client obligations in an aggregate amount not exceeding \$5,800,000;
- (d) Purchase money security interests, capital leases, and other indebtedness in an aggregate amount not exceeding \$1,000,000; and
- (e) the Subordinated Debt.

"Ponoka Facility" means the property and lands legally described as Plan 152 4241; Block 1; Lots 9, 10, 11; Plan 972 3019; Lot 2; and Plan 972 1618; Lot 1.

"Prime" means the prime lending rate per annum established by Lender from time to time for commercial loans denominated in Canadian dollars made by Lender in Canada.

“Priority Payable” means, at any time, any liability of any Loan Party to any Person that ranks, in right of payment in any circumstances, equal to or in priority to any liability of a Loan Party to Lender, and may include unpaid wages, salaries and commissions, unremitted source deductions for employment insurance premiums or Canada Pension Plan contributions, vacation pay, arrears of rent, unpaid taxes, withholding tax liabilities, goods and services taxes, all sales and consumption taxes, harmonized sales tax, customs duties, amounts owed in respect of workers’ compensation, amounts owed to unpaid vendors who have a right of repossession, and amounts owing to creditors which may claim priority by statute or under a Purchase Money Security Interest.

“Sanctions” means any sanctions or trade embargoes imposed, administered or enforced from time to time by any relevant sanctions authority including, without limitation, under the *United Nations Act* (Canada), the *Special Economic Measures Act* (Canada) and the *Export and Import Permits Act* (Canada).

“Subordinated Debt” means Indebtedness of Borrower:

- (a) the primary terms of which including, without limitation, its interest rate, payment schedule and maturity date, and the proposed use of funds, are all satisfactory to Lender,
- (b) which has been validly and absolutely postponed and subordinated in right of payment and collection to the permanent repayment in full of the Borrowings to the satisfaction of Lender, and
- (c) which is unsecured or with respect to which all security, if any, held for that Indebtedness has been fully subordinated to the security granted under the Loan Documents to the satisfaction of Lender.

“Subsidiary” means

- (a) a person of which another Person alone or in conjunction with its other subsidiaries owns an aggregate number of voting shares sufficient to elect a majority of the directors regardless of the manner in which other voting shares are voted; and
- (b) a partnership of which at least a majority of the outstanding income interests or capital interests are directly or indirectly owned or controlled by such Person,

and includes a Person in like relation to a Subsidiary.

“Tangible Net Worth” means, at any time and as determined in accordance with GAAP on a consolidated basis, an amount equal to the amount of shareholders' Equity of Borrower, including share capital, retained earnings and postponed advances from affiliates/shareholders (if postponed on terms and in a manner acceptable to Lender), plus the amount of onerous lease liability reported on the GAAP financial statements of Borrower, but excluding:

- (a) the redemption amount of any preferred shares of Borrower which are redeemable at the option of the holder to the extent they are included in Total Funded Debt;
- (b) convertible debentures to the extent they are included in Total Funded Debt;
- (c) advances to affiliates/shareholders;
- (d) goodwill; and

- (e) intangible assets.

“Total Funded Debt” means, with respect to Borrower and Guarantors all indebtedness, determined on a consolidated basis but without duplication:

- (a) money borrowed (including, without limitation, by way of overdraft and purchase money obligations) or indebtedness represented by notes payable and drafts accepted representing extensions of credit;
- (b) bankers' acceptances and similar instruments;
- (c) letters of credit and letters of guarantee (excluding those for which security has been provided to Lender), and surety bonds for which security has been granted;
- (d) all obligations (whether or not with respect to the borrowing of money) that are evidenced by bonds, debentures, notes or other similar instruments, whether or not any such instruments are convertible into capital but including without limitation, any indebtedness or liabilities of such person that may be satisfied by the delivery of shares of such person to the holder thereof or to another person on behalf of the holder, or that are not so evidenced but that would be considered by GAAP to be indebtedness for borrowed money;
- (e) all obligations as lessee under sale and lease-back transactions and capital leases, but for greater certainty, not including any lease that would, in accordance with GAAP, be determined to be an operating or premise lease;
- (f) all obligations of such person in respect of the deferred purchase or acquisition price of property or services including, without limitation, obligations secured by any purchase money security interests; and
- (g) all obligations of such person for or in respect of the purchase price from such person of any of its property, assets or undertaking, the purchase price in respect of which has been prepaid by the purchaser; and
- (h) all Subordinated Debt,

but excluding trade payables, deferred income taxes, deferred revenue and obligations owing between Borrower and any Guarantors or between any Guarantors.

“Unfunded Capital Expenditures” means any capital expenditure not financed with: (a) Permitted Indebtedness; (b) the proceeds of shares or equity contributions; (c) cash proceeds from a Permitted Disposition, which has been committed pursuant to a binding commitment within 180 days of such Permitted Disposition; or (d) insurance proceeds paid on account of the loss of or damage to the assets being replaced or restored.

“Working Capital Ratio” means the ratio of Current Assets to Current Liabilities.

SCHEDULE "A"

CONTAINING FORM OF COMPLIANCE CERTIFICATE

To: Alberta Treasury Branches
Corporate Financial Services
Suite 600, 585 – 8th Avenue SW
Calgary, AB T2P 1G1
Attention: Shawn Bunnin

Date: _____, 20____

I, _____ hereby certify as of the date of this certificate as follows:

- (a) I am the _____ *[insert title]* of Gemini Corporation ("Borrower") and I am authorized to provide this certificate to you for and on behalf of Borrower.
- (b) This certificate applies to the **[fiscal quarter / fiscal year]** ending _____.
- (c) I am familiar with and have examined the provisions of the letter agreement (as amended, restated, replaced, renewed, extended, supplemented or otherwise modified from time to time, the "Agreement") dated May 25, 2017 between Borrower and Alberta Treasury Branches ("Lender"), as lender, and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of Borrower and of any Guarantor. Terms defined in the Agreement have the same meanings when used in this certificate.
- (d) No event or circumstance has occurred which constitutes or which, with the giving of notice, lapse of time, or both, would constitute a breach of any covenant or other term or condition of the Agreement and there is no reason to believe that during the next fiscal quarter of Borrower, any such event or circumstance will occur.

OR

We are or anticipate being in Default of the following terms or conditions, and our proposed action to meet compliance is set out below:

Description of any breaches and proposed action to remedy: _____

- (e) Our financial ratios are as follows:
 - i) the Total Funded Debt to Tangible Net Worth ratio is ____: 1:00, being not less than the required ratio of [3.00 / 2.75 / 2.50] [NTD: select applicable given timing]: 1.00;
 - ii) the Fixed Charge Coverage Ratio is ____:1:00, being not less than the required ratio of 1.15 : 1:00; and
 - iii) the Working Capital Ratio is ____: 1:00, being not less than the required ratio of [1.15 / 1.25] [NTD: select applicable given timing]: 1:00.

- (f) The detailed calculations of the foregoing ratios and covenants are set forth in the addendum annexed hereto and are true and correct in all respects.

This certificate is given by the undersigned officer in his/her capacity as an officer of Borrower without any personal liability on the part of such officer.

This certificate is dated as of the date and year first above written.

GEMINI CORPORATION

Per: _____
Name: _____
Title: _____

APPENDIX

(i) the **Total Funded Debt to Tangible Net Worth** ratio is ____: 1:00, calculated as follows:

Total Funded Debt =

- money borrowed (including, without limitation, by way of overdraft and purchase money obligations) or indebtedness represented by notes payable and drafts accepted representing extensions of credit; plus \$ _____
- bankers' acceptances and similar instruments; plus \$ _____
- letters of credit and letters of guarantee (excluding those for which security has been provided to the Lender), and surety bonds for which security has been granted; plus \$ _____
- all obligations (whether or not with respect to the borrowing of money) that are evidenced by bonds, debentures, notes or other similar instruments, whether or not any such instruments are convertible into capital but including without limitation, any indebtedness or liabilities of such person that may be satisfied by the delivery of shares of such person to the holder thereof or to another person on behalf of the holder, or that are not so evidenced but that would be considered by GAAP to be indebtedness for borrowed money; plus \$ _____
- all obligations as lessee under sale and lease-back transactions and capital leases, but for greater certainty, not including any lease that would, in accordance with GAAP, be determined to be an operating or premise lease; plus \$ _____
- all obligations of such person in respect of the deferred purchase or acquisition price of property or services including, without limitation, obligations secured by any purchase money security interests; plus \$ _____
- all obligations of such person for or in respect of the purchase price from such person of any of its property, assets or undertaking, the purchase price in respect of which has been prepaid by the purchaser; plus \$ _____
- Subordinated Debt \$ _____

But excluding trade payables, deferred income taxes, deferred revenue and obligations owing between the Borrower and any Guarantors or between any Guarantors - \$ _____

= \$ _____

Tangible Net Worth = shareholders' equity of Borrower, including share capital, retained earnings and postponed advances from affiliates/shareholders (if postponed) \$ _____

Plus

- onerous lease liability \$ _____

but excluding

- redemption amount of any preferred shares of Borrower which are redeemable at the option of the holder to the extent they are included in Total Funded Debt - \$ _____
 - convertible debentures to the extent they are included in Total Funded Debt - \$ _____
 - advances to affiliates/shareholders - \$ _____
 - goodwill - \$ _____
 - intangible assets - \$ _____
- = \$ _____

(i) the **Working Capital Ratio** is ____: 1:00, calculated as follows:

Current Assets: \$ _____

divided by:

Current Liabilities: \$ _____

(ii) the **Fixed Charge Coverage Ratio** is ____: 1:00, calculated as follows:

EBITDA (unadjusted for Permitted Acquisitions or dispositions) = net income on a consolidated bases \$ _____

plus (to the extent deducted in determining net income)

- Interest Expense + \$ _____
- income taxes expensed + \$ _____
- depletion, depreciation, amortization, onerous lease provision, and future income tax liabilities + \$ _____
- minority equity losses, any non-cash impairment charges, and any other non-cash charges + \$ _____

• non-cash losses resulting from marking-to-market the outstanding swaps of the Loan Parties for such period	+ \$ _____
• share based compensation	+ \$ _____
minus (without duplication)	
• earnings attributable to minority interests and extraordinary and non-recurring earnings and gains	- \$ _____
• non-cash gains resulting from marking-to-market the outstanding swaps of the Loan Parties	- \$ _____
• cash payments during such period relating to non-cash charges which were added back in determining EBITDA	- \$ _____
minus	
• Unfunded Capital Expenditures	- \$ _____
• Permitted Distributions	- \$ _____
• cash taxes	- \$ _____
	= \$ _____
divided by:	
• the trailing four quarter scheduled principal and interest payments required to be made by Borrower on account of Indebtedness	\$ _____
	= \$ _____

SCHEDULE "B"

PROVISIONS RELATING TO GUARANTEED NOTES

If Guaranteed Notes are available under the Agreement, Borrower will issue non-interest bearing promissory notes to Lender in multiples of \$100,000, subject to a minimum of \$1,000,000, with a minimum term of 30 days and up to 180 day maturity dates. Lender is authorized to hold or negotiate any such promissory notes.

On the date of drawdown, Lender shall make an advance to Borrower in an amount equal to the proceeds which would have been realized from a hypothetical sale of those Guaranteed Notes at the Discount Rate, less the acceptance fees payable under this Agreement.

Borrower agrees to be bound by the power of attorney set out in Schedule "C" to the Agreement.

Guaranteed Notes shall remain in effect until the maturity of the term selected and notwithstanding anything to the contrary contained in this Agreement, may not be repaid prior to their maturity. On the maturity date thereof, Borrower shall pay Lender the face amount of each Guaranteed Note. If Lender does not receive written instructions from Borrower prior to maturity concerning the renewal of the Guaranteed Notes, then the face amount of the Guaranteed Notes shall be automatically deemed to be outstanding as a Prime-based loan under the relevant Facility until written instructions are received from Borrower.

SCHEDULE "C"

POWER OF ATTORNEY APPLICABLE TO GUARANTEED NOTES

Borrower hereby appoints Lender, acting by its duly authorized signing officers (the "Attorney") for the time being at the Branch of Account, the attorney of Borrower:

- (a) to sign for and on behalf and in the name of Borrower as drawer, guaranteed notes in Lender's standard form for advances in the nature of Guaranteed Note advances (the "Notes") payable to Lender or its order evidencing Guaranteed Note advances made by Lender to Borrower; and
- (b) to fill in the amount, date and maturity date of such Notes;

provided that such acts in each case are to be undertaken by Lender in accordance with instructions given to Lender by Borrower as provided in this power of attorney.

Instructions to Lender relating to the execution and completion by Lender on behalf of Borrower of Notes which Borrower wishes to issue to Lender shall be communicated by Borrower to Lender in writing at the Branch of Account following delivery by Borrower of a notice in respect of a drawdown or conversion and shall specify the following information:

- (a) a Canadian Dollar amount, which shall be the aggregate face amount of the Guaranteed Note advances to be made by Lender in respect of a particular drawdown or conversion;
- (b) a specified period of time, which shall be the number of days after the date of such Notes that such Notes are to be payable, and the dates of issue and maturity of such Notes; and
- (c) payment instructions specifying the account number of Borrower and the financial institution at which the proceeds of such Guaranteed Note advances are to be credited.

The communication in writing by Borrower to Lender of the instructions referred to above shall constitute the authorization and instruction of Borrower to Lender to complete and execute Notes in accordance with such information as set out above. Borrower acknowledges that Lender shall not be obligated to make any Guaranteed Note advances and therefore complete and execute any Notes evidencing the same. Lender shall be and is hereby authorized to act on behalf of Borrower upon and in compliance with instructions communicated to Lender as provided in this Agreement if Lender reasonably believes them to be genuine.

Borrower agrees to indemnify Lender and its directors, officers, employees, affiliates and agents and to hold it and them harmless from any loss, liability, expense or claim of any kind or nature whatsoever incurred by any of them as a result of any action or inaction in any way relating to or arising out of this power of attorney or the acts contemplated hereby; provided that this indemnity shall not apply to any such loss, liability, expense or claim which results from the negligence or willful misconduct of Lender or any of its directors, officers, employees, affiliates or agents.

This power of attorney may be revoked by Borrower at any time upon not less than five (5) Business Days' written notice served upon Lender at the Branch of Account provided that (i) it may be replaced with another power of attorney forthwith and (ii) no such revocation shall reduce, limit or otherwise affect the obligations of Borrower in respect of any Note executed and completed in accordance herewith prior to the time at which such revocation becomes effective. This power of attorney may be terminated by Lender at any time upon not less than five (5) Business Days' written notice to Borrower.

Any revocation or termination of this power of attorney shall not affect the rights of Lender and the obligations of Borrower with respect to the indemnities of Borrower above stated with respect to all matters arising prior in time to any such revocation or termination.

This power of attorney shall be governed in all respects by the laws of the Province of Alberta and the laws of Canada applicable therein and each of Borrower and Lender hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of such jurisdiction in respect of all matters arising out of this power or attorney.

SCHEDULE "D"

CONTAINING FORM OF BORROWING BASE CERTIFICATE

To: Alberta Treasury Branches
Corporate Financial Services
Suite 600, 585 8th Avenue SW
Calgary, AB T2P 1G1
Attention: Shawn Bunnin, Senior Director, Diversified Industries

I, _____ hereby certify as of the date of this certificate as follows:

- (a) I am the _____ *[insert title of senior officer]* of Gemini Corporation ("**Borrower**") and I am authorized to provide this certificate to you for and on behalf of Borrower.
- (b) I am familiar with and have examined the provisions of the letter agreement (as amended, amended and restated, extended or otherwise modified from time to time, the "**Agreement**") dated May 25, 2017 between Borrower and Alberta Treasury Branches ("**Lender**"), as lender, and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of Borrower and of any Guarantor. Terms defined in the Agreement have the same meanings when used in this certificate.
- (c) I provide this certificate for the purpose of allowing you to determine the Facility #1 Margin Limit that will be applicable under the Agreement for the month ending _____, 20____ (the "**Reporting Period**"), and I certify that the information herein is correct.
- (d) As of the end of the Reporting Period, the Facility #1 Margin Limit is \$_____, being the lesser of (i) the maximum principal amount of Facility #1; and (ii) the Margin Value and attached as an Appendix hereto are the detailed calculations of the Facility #1 Margin Limit.

This certificate is given by the undersigned officer in his/her capacity as an officer of Borrower without any personal liability on the part of such officer.

Dated this _____ day of _____, 20____.

APPENDIX TO BORROWING BASE CERTIFICATE

(i) Margin Value:

- 75% of \$ _____ Good Accounts Receivable; plus \$ _____
 - 90% of \$ _____ Investment Grade Accounts
Receivable; plus \$ _____
 - 90% of \$ _____ Insured Receivables; plus \$ _____
 - lesser of 50% of \$ _____ Good Unbilled Revenue to
Good Investment Grade Receivable and \$3,000,000 \$ _____
- = \$ _____

As determined in accordance with the attached calculations.

SCHEDULE "E"

DISCLOSURE

1. Action No.: Q1603 02516.

Plaintiff: Lequire, Michael

Description: The Plaintiff was a former Manager, Operations, Ft. Saskatchewan and was employed with Gemini Corporation: May 3, 2005 — Sept. 21, 2015. His termination was due to restructuring.

Gemini Corporation provided the Plaintiff with 10 weeks payment in lieu of notice per termination clause in Employment Agreement (\$26,653).

The primary argument is that the termination clause ceased to apply after Lequire was promoted into different positions and he was seeking settlement = \$142,000 (including 10 months' severance, loss of benefits etc.).

Lequire filed a Statement of Claim against Gemini Corporation on February 10, 2016 seeking settlement = approx. \$314,000 (damages have increased from 10 months to 15 months' severance, along with loss of 2015 bonus, loss of vacation time, loss of benefits etc.)

Evaluation: Management has determined that a loss is more likely than not to occur and the amount of the loss can be reliably estimated. Management's estimate notes there is potential exposure based on Mr. Lequire's salary level at the time of termination, years of services, and benefits contributions. The overall exposure Management has estimated is \$100,000 less the severance of \$30,000 paid to Mr. Lequire at the time of termination (net exposure of \$70,000). While there is some exposure, Management does not believe that Gemini Corporation is exposed to the full claim by the Plaintiff based on the merits.
2. Action No.: Q1601 14237

Plaintiff: Onyx Drafting Services LLC, Onyx Management Ltd., MacInnes, Cindy and MacInnes, Dru.

Description: Onyx Drafting Services LLC, Onyx Management Ltd., Cindy MacInnes and Dru MacInnes have filed a Statement of Claim (Alberta Court of Queen's Bench Actin No.1601-14237) against Gemini Corporation and Gemini (US) Inc. for breach of contractual terms, interference in contractual relations and breach of the duty of good faith.

Plaintiff claims that Gemini Corporation' agreement to provide 15,000 hours of drafting services to Plaintiff is a "take or pay" obligation, and is therefore seeking full recovery of all lost revenue, which they approximate at \$1,200,000.

Plaintiff also claims that a purchase option in the share purchase agreement between Plaintiff and Gemini Corporation represents an obligation of Gemini Corporation to purchase the remaining 40% of Onyx Drafting Services LLC; seeking approximately \$600,000.

Plaintiff also claims that Chris Podolsky's potential appointment as a Manager of Onyx Drafting Services LLC would be in violation of the Amended and Restated Operating Agreement between Onyx Drafting Services LLC and Gemini Corporation.

Evaluation: Management has determined that the occurrence of a loss is remote. Management and legal counsel believe that the claims made have little merit. While management plans to defend the claim vigorously, it is not probable that an outflow of resources will be required to resolve the claims. Indeed, Gemini Corporation has filed a Counterclaim and believes that on a net basis Plaintiff owes money to Gemini Corporation.

3. Action No.: Q1701 03730

Plaintiff: Ramler, Gregory

Description: Termination claim in excess of \$370,000. Filed March 17, 2017.

Evaluation: Likelihood of liability is presently uncertain, though any potential liability is well below the amount being claimed.

FIRST AMENDMENT TO COMMITMENT LETTER

THIS FIRST AMENDMENT TO THE COMMITMENT LETTER (this "**Amendment**") is dated December 19, 2017 and entered into by and between **GEMINI CORPORATION** (the "**Borrower**"), as borrower, and **ATB FINANCIAL** (the "**Lender**"), as lender, and is made with reference to that commitment letter dated as of May 25, 2017 (the "**Commitment Letter**") between, *inter alia*, the Borrower, as borrower, and the Lender (under its former name, Alberta Treasury Branches), as lender.

RECITALS

WHEREAS the Borrower and the Lender wish to amend the Commitment Letter in the manner and on the terms and conditions set forth below:

NOW THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

ARTICLE 1 DEFINED TERMS

1.1 **Defined Terms.** Capitalized terms used herein without definition shall have the same meanings herein as set forth in the Commitment Letter.

ARTICLE 2 AMENDMENT TO THE COMMITMENT LETTER

2.1 **Amendments to the Commitment Letter.** The Commitment Letter is hereby amended as follows:

- (a) Section 9(b) of the Commitment Letter is hereby deleted in its entirety and replaced with the following:
 - "(b) within 60 days following the end of each of its first 3 fiscal quarters (other than the fiscal quarter ending March 31, 2018, in which case, within 30 days following the end of such fiscal quarter) (provided that the requirement to deliver the following materials may be satisfied by Borrower posting such materials on www.SEDAR.com or on the website of Borrower, as applicable, within the time periods referred to and forthwith advising Lender that such materials have been so posted and the details of any website on which the same have been posted):
 - i) consolidated financial statements of Borrower on an internally prepared basis reconciled by management;
 - ii) internally prepared management discussion and analysis, including detailed variance to budget, backlog report historical performance and next quarter forecast;

- iii) a Compliance Certificate executed by a senior officer of Borrower in the form attached hereto as Schedule "A"; and
 - iv) detailed listed of aged accounts receivable and accounts payable, including holdbacks and Priority Payables;";
- (b) Section 9(d) of the Commitment Letter is hereby renumbered as Section 9(g) and the following are inserted as new Sections 9(d), (e), and (f):

"(d) by January 22, 2018, to provide to Lender a budget for the 2018 fiscal year, on a monthly and quarterly basis, including detailed explanations of underlying assumptions;

(e) within 20 days following the end of each calendar month, to provide to Lender:

- i) consolidated financial statements of Borrower with comparison to budget on an internally prepared basis and reconciled by management;
- ii) a Compliance Certificate executed by a senior officer of Borrower in the form attached hereto as Schedule "A"; and
- iii) a Borrowing Base Certificate certified by a senior officer of the Borrower in the form attached hereto as Schedule "D" as at the end of such month; and

(f) by the Monday of each week, to provide to Lender:

- i) a 13-week rolling cash flow forecast, showing the expected cash receipts and disbursements for each weekly period, including any forecasted draws under Facility #1; and
- ii) a backlog report update; and";

(c) Section 10 of the Commitment Letter is hereby deleted in its entirety and replaced with the following:

"Borrower will not at any time, without the prior written consent of Lender, breach the following restrictions:

- (a) permit the monthly EBITDA of the Borrower to be less than the amount that is 85% of the Borrower's forecasted EBITDA for such monthly period, calculated on a cumulative basis commencing October 31, 2017 to March 31, 2018, as shown below:

Minimum Cumulative EBITDA						
Month	Oct. 2017	Nov. 2017	Dec. 2017	Jan. 2018	Feb. 2018	Mar. 2018

Plan	(718)	(1,395)	(1,574)	(1,369)	(1,164)	(959)
Covenant	(826)	(1,604)	(1,811)	(1,575)	(1,339)	(1,103)

- (b) permit the Total Funded Debt to Tangible Net Worth ratio to exceed:
 - i) for the fiscal quarter ending December 31, 2017, no requirement;
 - ii) for the fiscal quarter ending March 31, 2018, no requirement;
 - iii) for the fiscal quarter ending June 30, 2018, 2.75:1.00; and
 - iv) for the fiscal quarter ending September 30, 2018 and thereafter, 2.50:1.00;
- (c) permit the Fixed Charge Coverage Ratio to be less than:
 - i) for the fiscal quarter ending December 31, 2017, no requirement;
 - ii) for the fiscal quarter ending March 31, 2018, no requirement; and
 - iii) for the fiscal quarter ending June 30, 2018 and thereafter, 1:15:1.00; and
- (d) permit the Working Capital Ratio to be less than:
 - i) for the fiscal quarter ending December 31, 2017, no requirement;
 - ii) for the fiscal quarter ending March 31, 2018, no requirement; and
 - iii) for the fiscal quarter ending June 30, 2018 and thereafter, 1.25:1.00.

Each of the above financial ratios shall be maintained at all times and tested (i) in the case of Section 10(a), at the end of each calendar month, and (ii) in the case of Sections 10(b), (c) and (d), at the end of each fiscal quarter of Borrower, and shall be detailed in the Compliance Certificates required to be delivered under this Agreement.”; and

- (d) The form of Compliance Certificate attached to the Commitment Letter as Schedule “A” is hereby deleted in its entirety and replaced with the form of Compliance Certificate attached hereto as Exhibit 1.

**ARTICLE 3
ACKNOWLEDGEMENTS AND CONFIRMATIONS BY BORROWER**

3.1 The Borrower hereby acknowledges, confirms and agrees that:

- (a) certain Defaults and Events of Default have occurred and are continuing, namely that the Borrower has failed to comply with the financial covenants under Section

10 of the Commitment Letter (collectively, the "**Existing Defaults**"), the particulars of which failure are as follows:

- (i) the Total Funded Debt to Tangible Net Worth ratio for the fiscal quarter ending September 30, 2017 was 80.89:1.00, whereas under Section 10(a)(i) of the Commitment Letter, the Borrower covenanted that it would not permit the Total Funded Debt to Tangible Net Worth to exceed 3.00:1.00;
 - (ii) the Fixed Charge Coverage Ratio for the fiscal quarter ending September 30, 2017 was (7.62):1.00, whereas under Section 10(b) of the Commitment Letter, the Borrower covenanted that it would not permit Fixed Charge Coverage Ratio to be less than 1.15:1.00; and
 - (iii) the Working Capital Ratio for the fiscal quarter ending September 30, 2017 was 0.98:1.00, whereas under Section 10(c) of the Commitment Letter, the Borrower covenanted that it would not permit the Fixed Charge Coverage Ratio to be less than 1.15:1.00;
- (b) other than the Existing Defaults, no other Default or Event of Default has occurred and is continuing; and
- (c) the Applicable Margin is acknowledged, agreed and confirmed by the parties to be increased by 1.00% from level 3 and such additional 1.00% payable shall apply from the Effective Date. Notwithstanding the foregoing, the Borrower acknowledges and agrees that upon the occurrence of any Default or Event of Default, other than the Existing Defaults (as defined below), the 2.00% default rate increase set forth in the Commitment Letter shall apply.

ARTICLE 4 RESERVATION OF RIGHTS

4.1 Notwithstanding the Existing Defaults referred to above and that the Lender is in a position to demand immediate repayment of the indebtedness of the Borrower under the Commitment Letter and to enforce the Security Documents, the Lender has elected not to exercise these remedies for the time being. Neither the continuation of either of the Credit Facilities by the Lender, nor the Lender's failure to take steps to immediately enforce the Security Documents will in any way constitute a waiver of the Existing Default or future Defaults or Events of Default which may occur after the date of this Amendment under the Commitment Letter or any defaults under any other agreements between any of the Borrower or the Guarantor and the Lender. The Lender expressly reserves all of its existing and future rights and remedies under the Commitment Letter, the Security Documents and at Applicable Law.

ARTICLE 5 CONDITIONS TO EFFECTIVENESS

5.1 This Amendment is conditional upon and shall become effective on the date (such date being the "**Effective Date**") of the satisfaction of the following conditions precedent:

- (a) this Amendment, including the Guarantor Acknowledgment and Confirmation attached hereto as Appendix "I", being executed and delivered by all applicable parties in a manner satisfactory to the Lender; and
- (b) there being no Defaults or Events of Defaults, other than the Existing Defaults.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.1 In order to induce the Lender to enter into this Amendment and to amend the Commitment Letter in the manner provided herein, the Borrower represents and warrants to the Lender as of the date hereof:

- (a) The Borrower has the full power and capacity to enter into this Amendment and to perform its obligations under the Commitment Letter, as amended by this Amendment (the "**Amended Commitment Letter**").
- (b) The execution and delivery by the Borrower of this Amendment and the performance by the Borrower of the Amended Commitment Letter have been duly authorized by all necessary action on the part of the Borrower.
- (c) The execution and delivery by the Borrower of this Amendment and the performance by the Borrower of the Amended Commitment Letter do not conflict with or contravene or constitute a default under: (i) the articles, by-laws or any resolutions of the Borrower; (ii) any agreement or instrument to which the Borrower is a party or by which it is bound; or (iii) any law, regulation, judgment, order, license or permit having application to the Borrower or any of its property or assets, except to the extent that any such conflict or default would not have a Material Adverse Effect.
- (d) This Amendment has been duly executed and delivered by the Borrower and the Amended Commitment Letter is a legally valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.
- (e) The representations and warranties contained in Section 6 of the Commitment Letter (other than those which are within the scope of paragraphs (a) to (d) above and Article 3 above) are and will be true, correct and complete in all material respects on and as of the date hereof to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case they were true, correct and complete in all material respects on and as of such earlier date.

ARTICLE 7 MISCELLANEOUS

7.1 Reference to the Commitment Letter and the other Loan Documents.

- (a) On and after the date hereof, each reference in the Commitment Letter to **"this Agreement"**, **"hereunder"**, **"hereof"**, **"herein"** or words of like import referring to the Commitment Letter and each reference in the other Loan Documents to the **"Commitment Letter"**, **"thereunder"**, **"thereof"** or words of like import referring to the Commitment Letter shall mean and be a reference to the Amended Commitment Letter.
- (b) Except as specifically amended by this Amendment, the Commitment Letter shall remain in full force and effect and is hereby ratified and confirmed.
- (c) The execution, delivery and performance of this Amendment shall not, except as expressly provided herein, constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of the Lender under, the Commitment Letter or any of the Security Documents.

7.2 **Fees and Expenses.** The Borrower acknowledges that all reasonable costs, fees and expenses as incurred by the Lender and the Lender's legal counsel with respect to this Amendment shall be for the account of the Borrower.

7.3 **Headings.** Section and subsection headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose or be given any substantive effect.

7.4 **Applicable Law.** This Amendment and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to conflict of laws principles.

7.5 **No Waiver.** Except as expressly stated herein, the execution and delivery of this Amendment shall not operate as a waiver of any right, power or remedy of the Lender under the Commitment Letter or any other Loan Document or any other agreements or instruments delivered in connection therewith or pursuant thereto, nor constitute a waiver of any provision of the Commitment Letter or any of the other Loan Documents or any other agreements or instruments delivered in connection therewith or pursuant thereto, and is without prejudice to any of the rights or remedies of the Lender under the Commitment Letter or any other Loan Document with respect thereto and shall not extend to any other matter, provision or breach of, or Default or Event of Default under, the Commitment Letter.

7.6 **Counterparts.** This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

--- SIGNATURE PAGE FOLLOWS ---

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

LENDER:

ATB FINANCIAL

Per:

Name:

Title:


Shawn Bunnin

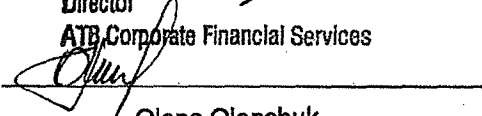
Director

ATB Corporate Financial Services

Per:

Name:

Title:


Olena Olenchuk

Associate Director

ATB Corporate Financial Services

BORROWER:

GEMINI CORPORATION

Per:



Name:

CHRIS PODOLSKY

Title:

CFO

Per:

Name:

Title:

APPENDIX "I"

GUARANTOR ACKNOWLEDGMENT AND CONFIRMATION

The provisions of this Amendment are acknowledged and agreed to by the undersigned Guarantor and the undersigned Guarantor hereby confirm to the Lender that:

1. The obligations of the Borrower to the Lender (whether present or future, direct or indirect, absolute or contingent (collectively, the "**Obligations**")) guaranteed by the Guarantor includes, without limitation, all indebtedness, liabilities and obligations of any kind whatsoever which the Borrower has incurred or may incur to Lender pursuant to or in connection with the Commitment Letter, as amended by this Amendment.
2. The Security Documents:
 - (a) have not been released, discharged or otherwise affected by the execution, delivery or performance of obligations under this Amendment;
 - (b) remain in full force and effect as legal, valid and binding obligations of the Guarantor; and
 - (c) continue to guarantee and secure, as applicable, the Obligations.

- signature page follows -

GUARANTOR:

GEMEC SERVICES LTD.

Per: 

Name: _____

Title: _____

LIDIA MEIBERT
DIRECTOR, H.R.

Per: _____

Name: _____

Title: _____

EXHIBIT 1

SCHEDULE "A"
CONTAINING FORM OF COMPLIANCE CERTIFICATE

To: ATB Financial
Corporate Financial Services
Suite 600, 585 – 8th Avenue SW
Calgary, AB T2P 1G1
Attention: Shawn Bunnin

Date: _____, 20__

I, _____ hereby certify as of the date of this certificate as follows:

- (a) I am the _____ *[insert title]* of Gemini Corporation ("Borrower") and I am authorized to provide this certificate to you for and on behalf of Borrower.
- (b) This certificate applies to the [calendar month / fiscal quarter / fiscal year] ending _____.
- (c) I am familiar with and have examined the provisions of the letter agreement (as amended, restated, replaced, renewed, extended, supplemented or otherwise modified from time to time, the "Agreement") dated May 25, 2017 between Borrower and ATB Financial (under its former name, Alberta Treasury Branches) ("Lender"), as lender, and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of Borrower and of any Guarantor. Terms defined in the Agreement have the same meanings when used in this certificate.
- (d) No event or circumstance has occurred which constitutes or which, with the giving of notice, lapse of time, or both, would constitute a breach of any covenant or other term or condition of the Agreement and there is no reason to believe that during the next fiscal quarter of Borrower, any such event or circumstance will occur.

OR

We are or anticipate being in Default of the following terms or conditions, and our proposed action to meet compliance is set out below:

Description of any breaches and proposed action to remedy:

- (e) Our financial ratios are as follows:

- i) The monthly EBITDA is _____, being not less than the required 85% forecasted EBITDA for such month of [(826) / (1,604) / (1,811) / (1,575) / (1,339) / (1,103)]; [NTD: **select applicable given timing**] [NTD: **only applicable for monthly compliance certificates**]
 - ii) the Total Funded Debt to Tangible Net Worth ratio is ____: 1:00, being not less than the required ratio of [**no requirement / 2.75 / 2.50**] [NTD: **select applicable given timing**]: 1.00]; [NTD: **only applicable for quarterly compliance certificates**]
 - iii) the Fixed Charge Coverage Ratio is ____:1:00, being not less than the required ratio of [**no requirement / 1.15 : 1:00**] [NTD: **select applicable given timing**]; and [NTD: **only applicable for quarterly compliance certificates**]
 - iv) the Working Capital Ratio is ____: 1:00, being not less than the required ratio of [**no requirement / 1.25:1.00**] [NTD: **select applicable given timing**]. [NTD: **only applicable for quarterly compliance certificates**]
- (f) The detailed calculations of the foregoing ratios and covenants are set forth in the addendum annexed hereto and are true and correct in all respects.

This certificate is given by the undersigned officer in his/her capacity as an officer of Borrower without any personal liability on the part of such officer.

This certificate is dated as of the date and year first above written.

GEMINI CORPORATION

Per: _____
 Name: _____
 Title: _____

APPENDIX

- (i) the monthly EBITDA is _____:
- (ii) the **Total Funded Debt to Tangible Net Worth** ratio is ____: 1:00, calculated as follows:

Total Funded Debt =

- money borrowed (including, without limitation, by way of overdraft and purchase money obligations) or indebtedness represented by notes payable and drafts accepted representing extensions of credit; plus \$ _____
- bankers' acceptances and similar instruments; plus \$ _____
- letters of credit and letters of guarantee (excluding those for which security has been provided to the Lender), and surety bonds for which security has been granted; plus \$ _____
- all obligations (whether or not with respect to the borrowing of money) that are evidenced by bonds, debentures, notes or other similar instruments, whether or not any such instruments are convertible into capital but including without limitation, any indebtedness or liabilities of such person that may be satisfied by the delivery of shares of such person to the holder thereof or to another person on behalf of the holder, or that are not so evidenced but that would be considered by GAAP to be indebtedness for borrowed money; plus \$ _____
- all obligations as lessee under sale and lease-back transactions and capital leases, but for greater certainty, not including any lease that would, in accordance with GAAP, be determined to be an operating or premise lease; plus \$ _____
- all obligations of such person in respect of the deferred purchase or acquisition price of property or services including, without limitation, obligations secured by any purchase money security interests; plus \$ _____
- all obligations of such person for or in respect of the purchase price from such person of any of its property, assets or undertaking, the purchase price in respect of which has been prepaid by the purchaser; plus \$ _____
- Subordinated Debt \$ _____

But excluding trade payables, deferred income taxes, deferred revenue and obligations owing between the Borrower and any - \$ _____

Guarantors or between any Guarantors

= \$ _____

Tangible Net Worth = shareholders' equity of Borrower, including share capital, retained earnings and postponed advances from affiliates/shareholders (if postponed)

\$ _____

Plus

- onerous lease liability

\$ _____

but excluding

- redemption amount of any preferred shares of Borrower which are redeemable at the option of the holder to the extent they are included in Total Funded Debt
- convertible debentures to the extent they are included in Total Funded Debt
- advances to affiliates/shareholders
- goodwill
- intangible assets

- \$ _____

- \$ _____

- \$ _____

- \$ _____

- \$ _____

= \$ _____

(iii) the **Working Capital Ratio** is ____: 1:00, calculated as follows:

Current Assets:

\$ _____

divided by:

Current Liabilities:

\$ _____

(iv) the **Fixed Charge Coverage Ratio** is ____: 1:00, calculated as follows:

EBITDA (unadjusted for Permitted Acquisitions or dispositions) =
net income on a consolidated bases

\$ _____

plus (to the extent deducted in determining net income)

- Interest Expense
- income taxes expensed
- depletion, depreciation, amortization, onerous lease provision, and future income tax liabilities

+ \$ _____

+ \$ _____

+ \$ _____

- minority equity losses, any non-cash impairment charges, and any other non-cash charges + \$ _____
- non-cash losses resulting from marking-to-market the outstanding swaps of the Loan Parties for such period + \$ _____
- share based compensation + \$ _____

minus (without duplication)

- earnings attributable to minority interests and extraordinary and non-recurring earnings and gains - \$ _____
- non-cash gains resulting from marking-to-market the outstanding swaps of the Loan Parties - \$ _____
- cash payments during such period relating to non-cash charges which were added back in determining EBITDA - \$ _____

minus

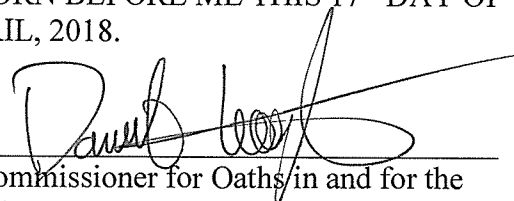
- Unfunded Capital Expenditures - \$ _____
 - Permitted Distributions - \$ _____
 - cash taxes - \$ _____
- = \$ _____

divided by:

- the trailing four quarter scheduled principal and interest payments required to be made by Borrower on account of Indebtedness \$ _____
- = \$ _____

THIS IS EXHIBIT "D" REFERRED TO IN
THE AFFIDAVIT OF **TRINA HOLLAND**.

SWORN BEFORE ME THIS 17th DAY OF
APRIL, 2018.

A handwritten signature in black ink, appearing to read "David LeGeyt", is written over a horizontal line.

A Commissioner for Oaths in and for the
Province of Alberta

David LeGeyt
Barrister & Solicitor

GENERAL SECURITY AGREEMENT

NON-CONSUMER

TO: Alberta Treasury Branches ("ATB")
Suite 600, 585 – 8th Avenue SW
Calgary, AB T2P 1G1

FROM: Gemini Corporation (the "Debtor")

1. DEFINITIONS

All capitalized terms used in this Agreement and in any schedules attached hereto (as such schedules may be amended or supplemented from time to time) shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* (the "PPSA") of the province or territory referred to in the "Governing Law" section of this Agreement (the "Province") and any regulations issued thereunder.

2. SECURITY INTEREST AND CHARGE

(a) As general and continuing collateral security for the payment and performance of all debts, liabilities and obligations of the Debtor to ATB howsoever arising, both present and future, absolute and contingent, direct and indirect, matured or not, and whether the Debtor be bound alone or jointly or severally with others (the "Indebtedness"), the Debtor hereby assigns and grants to and in favour of ATB:

- (i) security interest and pledge in the personal property of the Debtor selected and referred to in Schedule "A"; and
- (ii) if so selected on Schedule "A" a mortgage by way of a floating charge on any and all present and after-acquired lands, real property, immovable property, leasehold property and other property, assets and undertaking of the Debtor not subject to the PPSA, including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled;

and in all Proceeds and renewals thereof, Accessions thereto and substitutions therefor (herein collectively called the "Collateral").

(b) The assignments, mortgages, pledges, charges, security interests and floating charges (if applicable) granted hereunder are hereinafter collectively called the "Security Interests". The Debtor warrants and acknowledges to and in favour of ATB that:

- (i) the Debtor has rights in all existing Collateral and the parties intend the Security Interest hereby created in any of the Debtor's existing property which is subject to the PPSA to attach upon execution and delivery hereof;
- (ii) the parties intend the Security Interest created in any of the Debtor's after-acquired property which is subject to the PPSA to attach at the same time as it acquires rights in the after-acquired property; and
- (iii) value has been given.

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- (c) For greater certainty, where the Collateral includes all of the Debtor's present and after-acquired Personal Property, and any of such Collateral is or becomes located on lands or premises leased or subleased by the Debtor, the Collateral includes the Debtor's interest as tenant or lessee under any and all of such leases and subleases of the lands or premises.
- (d) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.
- (e) If the grant of the Security Interest in respect of any contract, lease, agreement to lease, license, permit, approval or intellectual property right would result in the termination or breach of such contract, lease, agreement to lease, license, permit, approval or intellectual property right, then the applicable contract, lease, agreement to lease, license, permit, approval or intellectual property right will not be subject to the Security Interest but will be held in trust by the Debtor for the benefit of ATB and, on exercise by ATB of any of its rights under this Agreement following Default, assigned by the Debtor as directed by ATB.

3. CONTINUOUS INTEREST

The Security Interest hereby created is a continuing charge, and shall secure all Indebtedness notwithstanding that the Indebtedness may be fluctuating and even may from time to time and at any time be reduced to a nil balance, and notwithstanding that monies advanced may be repaid and future advances may be made to or to the order of the Debtor or in respect of which the Debtor is liable. The Security Interest maintains priority for all Indebtedness secured hereby whether incurred or arising before or after the creation or registration of any Encumbrance (as hereinafter defined) and notwithstanding that at any time there may not be any Indebtedness then outstanding.

4. AUTHORIZED DEALING WITH COLLATERAL

Until Default (as hereinafter defined), or until ATB provides written notice to the contrary to the Debtor, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor shall not, without the prior written consent of ATB:

- (a) sell, exchange, lease, transfer or otherwise dispose of any of the Collateral other than inventory being sold, leased or disposed of for fair market value in the ordinary course of the Debtor's business as it is presently conducted and for the purpose of carrying on that business, or
- (b) create, incur or permit to exist any security interest, mortgage, lien, claim, charge or other encumbrance (herein collectively called the "Encumbrances" and individually, an "Encumbrance") upon any of the Collateral whether it would rank or purport to rank in priority to, equally with or behind the Security Interest granted under this Agreement.

Nothing in this Agreement or otherwise creates a postponement or subordination of any priority of ATB in any of the Collateral in favour of any present or future holder of an Encumbrance (including without limitation, a holder of a lease) in any of the Collateral.

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If the Collateral comprises any Investment Property, Chattel Paper, Instrument, Money or Document of Title, the Debtor will, forthwith upon request, deliver the same to ATB and will allow ATB to retain possession of the same. If the Collateral comprises any Investment Property that is a Certificated Security, the Debtor will, upon request, deliver to ATB all Security Certificates relating to such Certificated Security endorsed in blank. If the Collateral comprises any Investment Property that is an Uncertificated Security or a Security Entitlement, the Debtor, on request by ATB, will, or will cause the issuer of such Investment Property to, or will cause the Securities Intermediary that holds such Investment Property to, take all steps as are necessary to give exclusive control (as that term is used in the PPSA) over such Investment Property to ATB on terms and conditions satisfactory to ATB.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants to ATB that:

- (a) the Collateral is owned by the Debtor free of all Encumbrances, save for those Encumbrances agreed to in writing between ATB and the Debtor and those shown on Schedule "A" hereto;
- (b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "**Account Debtor**") and the amount represented by the Debtor to ATB from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor, except for normal cash discounts where applicable;
- (c) as at the date hereof, the description of the Collateral in Schedule "A" and/or Schedule "B" hereto is complete and accurate, and, if so requested by ATB, all serial numbers and vehicle identification numbers affixed to or ascribed to any of the Collateral have been provided to ATB;
- (d) the Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or impair its ability to perform its obligations hereunder, and has full power and authority to grant to ATB the Security Interest created under this Agreement and to execute, deliver and perform all of its obligations under this Agreement;
- (e) this Agreement has been duly executed and delivered by the Debtor and constitutes a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other similar laws of general application affecting creditors' rights generally and by rules of equity limiting enforceability by specific performance;
- (f) there is no provision in any agreement to which the Debtor is a party, nor is there any statute, rule or regulation, or to the knowledge of the Debtor any judgment, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;
- (g) there is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened, against or affecting the Debtor or the Collateral, the adverse determination of

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which might materially and adversely affect the Debtor's business, financial condition or operations or impair the Debtor's ability to perform its obligations hereunder or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;

- (h) the name of the Debtor is accurately and fully set out below, and the Debtor is not nor has it been known by any other name other than as set out below;
- (i) as at the date hereof, the Collateral is located in the Province and such other jurisdictions indicated on Schedule "A" hereto. With respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "A" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all buildings, fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations. For certainty, the Security Interests attach to all personal property Collateral, wherever located, whether or not in jurisdictions indicated on Schedule "A" hereto;
- (j) the Collateral does not consist of Consumer Goods;
- (k) the Collateral, except as previously communicated to ATB in writing, does not consist of Goods that are of a kind that are normally used in more than one jurisdiction; and
- (l) the Debtor's place of business, or if more than one place of business, the Debtor's chief executive office, is located in the Province (unless otherwise advised to ATB in writing).

6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with ATB that:

- (a) the Debtor owns and will maintain the Collateral free of Encumbrances, except those agreed to in writing between ATB and the Debtor and those described in Schedule "A" hereto, or hereafter approved in writing by ATB prior to their creation or assumption, and will defend its title to the Collateral for the benefit of ATB against the claims and demands of all persons;
- (b) the Debtor will maintain the Collateral in good condition and repair and will not allow the value of the Collateral to be materially impaired and will permit ATB or such person as ATB may from time to time appoint to enter into any premises during business hours and on reasonable prior notice (or at such other time as may be reasonably requested by ATB or such person) where the Collateral may be kept to view its condition;
- (c) the Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will furnish access to its books and records at all reasonable times, and will give to ATB any information which it may reasonably require relating to the Debtor's business;
- (d) the Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the Debtor and will punctually pay all debts and obligations to labourers, workers, employees, contractors, subcontractors, suppliers of materials and other creditors which, when unpaid, might under applicable federal,

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provincial, state or other laws have priority over the Security Interest granted by this Agreement;

- (e) the Debtor will punctually make all payments and perform all of its obligations under any contracts under which any material Collateral is held or to which it is subject;
- (f) the Debtor will immediately give notice to ATB of:
 - (i) any change in the location of the Collateral from that specified in Section 5(i) hereof;
 - (ii) the details of any material acquisition or disposition of Collateral (whether authorized by ATB or not), including any additions to or deletions from the listing of serial numbers and vehicle identification numbers specified in Schedule "A" hereto;
 - (iii) any material loss of or damage to Collateral;
 - (iv) the details of any claims or litigation that could adversely affect the Debtor or the Collateral in any material way;
 - (v) any change of its name or of any trade or business name used by it;
 - (vi) any change of its place of business, or if it has more than one place of business, of its chief executive office; and
 - (vii) any merger or amalgamation of the Debtor with any person;

and the Debtor agrees not to effect or permit any of the changes referred to in clauses (i), (ii), (v), (vi) or (vii) above unless all filings have been made and all other actions have been taken that are required or desirable (as determined by ATB) in order for ATB to continue to have a valid and perfected Security Interest in respect of the Collateral at all times following such change;

- (g) the Debtor will insure and keep insured the Collateral (or, in the case of any real property, the buildings located on and constituting part of the Collateral) against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail and other insurable hazards to the extent of its full insurable value, and will maintain all such other insurance as ATB may reasonably require. The loss under the policies of insurance will be made payable to ATB as its interest may appear and will be written by an insurance company approved by ATB on terms reasonably satisfactory to ATB, and the Debtor will provide ATB with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and will deliver to ATB proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proofs and will do all necessary acts to enable ATB to obtain payment of the insurance monies;
- (h) the Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or

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financial condition or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;

- (i) the Debtor will not remove any of the Collateral from any location specified in Section 5(i) hereof without the prior written consent of ATB;
- (j) ATB may pay or satisfy any Encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness;
- (k) ATB and the Debtor may from time to time agree in writing as to affirmative and negative covenants and restrictions to be performed and observed by the Debtor in respect of provision of financial information, payment of dividends, capital expenditures, incurring of additional obligations, reduction of capital, distribution of assets, amalgamation, repayment of loans, lending of money, sale and other disposition of assets and/or such other matters as ATB and the Debtor may think fit, and the Debtor agrees to perform and observe such affirmative and negative covenants and restrictions to the same extent and effect as if the same were fully set forth in this Agreement; and
- (l) the Debtor will not permit the Collateral constituting personal property to become affixed to real or other personal property (unless the Debtor owns such real or other personal property, and ATB has a Security Interest therein having the same priority as in respect of the Collateral becoming so affixed) without the prior consent of ATB in writing, and will obtain and deliver to ATB such waivers regarding the Collateral as ATB may reasonably request from any owner, landlord or mortgagee of the premises where the Collateral is or may be located.

7. DEFAULT

The happening of any of the following shall constitute default (a "Default") under this Agreement:

- (a) the Debtor fails to pay, when due, the Indebtedness or any part thereof;
- (b) the Debtor fails, when due, to perform any obligation (other than payment of the Indebtedness or any part thereof) to ATB, and such failure, if capable of being cured, is not cured within 5 days of the date the Debtor first knew or should have known of such failure;
- (c) the Debtor fails when due to perform any obligation to any other person, and such failure, if capable of being cured, is not cured within 7 days of the date the Debtor first knew or should have known of such failure;
- (d) any representation or warranty made in this Agreement or any other document or report furnished to ATB in respect of the Debtor or the Collateral is false or misleading in any material respect;
- (e) the Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or a substantial part of its assets;

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- (f) any of the licenses, permits or approvals granted by any government or any government authority and material to the business of the Debtor is withdrawn, cancelled or significantly altered;
- (g) an order is made or a resolution is passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor or any arrangement or composition of its debts;
- (h) the Debtor becomes insolvent or makes an assignment or proposal or files a notice of intention to make a proposal for the benefit of its creditors, or a bankruptcy petition or receiving order is filed or made against the Debtor, or a Receiver (as hereinafter defined), trustee, custodian or other similar official of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangements Act* (Canada) or any other act for the benefit of its creditors;
- (i) any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a secured party takes possession of any of the Debtor's property;
- (j) any material adverse change occurs in the financial position of the Debtor; or
- (k) ATB considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

8. REMEDIES

On Default:

- (a) ATB may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as ATB in its sole discretion may determine, and the proceeds of such sale less all costs and expenses of ATB (including costs as between a solicitor and its own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;
- (b) ATB may apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral;
- (c) ATB may enforce this Agreement by any method provided for in this Agreement, under the PPSA or under any other applicable statute or otherwise as permitted by law, and may dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment. ATB may use the Collateral in any manner as it in its sole discretion deems advisable; and
- (d) ATB may apply to a court for the appointment of a Receiver (as hereinafter defined), or may appoint by instrument any person or persons, to be a Receiver of any Collateral, and may remove any person so appointed and appoint another person in their stead.

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The term "**Receiver**" as used in this Agreement includes a receiver, a manager and a receiver-manager. Any Receiver will have the power:

- (i) to take possession of any or all of the Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;
- (ii) to carry on or concur in carrying on the business of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor;
- (iii) to sell or lease any Collateral;
- (iv) to make any arrangement or compromise which he may think expedient in the interest of ATB;
- (v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;
- (vi) to hold as additional security any increase or profits resulting from the Collateral;
- (vii) to exercise all rights that ATB has under this Agreement or otherwise at law;
- (viii) with the consent of ATB in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by ATB, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement;
- (ix) to enter into and to occupy any premises in which the Debtor has any interest; and
- (x) to exercise any of the powers and rights of an Entitlement Holder in respect of any Security Entitlement of the Debtor.

The Debtor hereby appoints each Receiver appointed by ATB to be its attorney to effect the sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under his seal pursuant hereto will have the same effect as if it were under the seal of the Debtor.

Any Receiver will be deemed (for purposes relating to responsibility for the Receiver's acts or omissions) to be the agent of the Debtor and not of ATB, and the Debtor will be solely responsible for his acts or defaults and for his remuneration and expenses, and ATB will not be in any way responsible for any misconduct or negligence on the part of any Receiver.

Neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities will be required to take any steps to preserve any rights against other parties pursuant to any Collateral, including without limitation, any Investment Property, Chattel Paper or Instrument constituting the Collateral or any part of it. Furthermore, ATB shall have no

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obligation to take any steps to preserve prior encumbrances on any Collateral whether or not in ATB's possession and shall not be liable or accountable for failure to do so.

Neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities is required to keep Collateral identifiable.

ATB may exercise any or all of the foregoing rights and remedies (or any other rights and remedies available to ATB) without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on the Debtor or any other person, and the Debtor by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable law. None of the rights and remedies contained herein or otherwise available to ATB will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time.

9. COLLECTION OF DEBTS

Before or after Default, ATB may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on any Collateral to ATB. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors after Default under this Agreement and whether before or after notification of this Security Interest to Account Debtors shall be received and held by the Debtor in trust for ATB and shall be turned over to ATB on request. The Debtor shall furnish ATB with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.

10. INVESTMENT PROPERTY

If the Collateral at any time includes Investment Property, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent to transfer the same or any part thereof into its own name or that of its nominee(s) so that ATB or its nominee(s) may appear on record as the sole owner thereof; provided that, until Default, ATB shall deliver promptly to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Investment Property. After Default, the Debtor waives all rights to receive any notices or communications received by ATB or its nominee(s) as such registered owner and agrees that no proxy issued by ATB to the Debtor or to its order as aforesaid shall thereafter be effective. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

11. COLLATERAL IN POSSESSION OF ATB

The Debtor agrees with ATB that, with respect to any Collateral held in the possession of ATB pursuant to this Agreement ("**Retained Collateral**"):

- (a) ATB's responsibility with regard to the Retained Collateral shall be limited to exercising the same degree of care which it gives to similar property held by ATB at the branch where the Retained Collateral is held. ATB shall not in any event be obligated to protect the Retained Collateral from depreciating or becoming worthless, or to present, protest, collect, enforce or realize on any of the Retained Collateral;

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- (b) ATB shall not be obliged to collect or see to the payment of revenue, income, interest or dividends upon any of the Retained Collateral, but all such revenue, income, interest or dividends, if any, when received by the Debtor, shall immediately be paid to ATB. ATB, in its sole discretion, may hold such monies as Collateral or appropriate it to any portion of the Indebtedness;
- (c) the Debtor irrevocably appoints ATB as its attorney and agent, with full powers of substitution, to sell, transfer, surrender, redeem, endorse or otherwise deal with any of the Retained Collateral as ATB, in its sole discretion, may see fit. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released; and
- (d) ATB shall have all rights and powers, but shall not be required to exercise any right or benefit which the holder or owner of the Retained Collateral may at any time have in connection with the Retained Collateral.

12. ACCELERATION

In the event of Default, ATB, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. The provisions of this section are not intended in any way to affect any rights of ATB with respect to any Indebtedness which may now or hereafter be payable on demand.

13. NOTICE

Any notice or demand required or permitted to be made or given by ATB to the Debtor may be validly served by delivering the same or by mailing the same prepaid registered mail, addressed to the Debtor at the last known address of the Debtor or of any officer or director thereof, as shown on the records of ATB, and in the case of mailing, such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

14. COSTS AND EXPENSES

The Debtor agrees to pay all reasonable costs, charges and expenses incurred by ATB or any Receiver appointed by it (including without restricting the generality of the foregoing, legal costs as between a solicitor and his own client on a full indemnity basis and also an allowance for the time, work and expenses of ATB or any agent, solicitor, or servant of ATB for any purpose herein provided at such rates as ATB may establish in its sole discretion from time to time) in preparing, registering or enforcing this Agreement, taking custody of, preserving, maintaining, repairing, processing, preparing for disposing of the Collateral and in enforcing or collecting the Indebtedness, and all such costs, charges and expenses shall be a first charge on the proceeds of realization, collection or disposition of the Collateral and shall be secured hereby.

15. REAL PROPERTY

- (a) For all purposes, including any application to register a crystallized floating charge under the *Land Title Act* (British Columbia) against any real property, the floating charge (if any) created by this Agreement against any lands, real property, immoveable property and

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leasehold property (collectively, "**Real Property**") shall be crystallized and become a fixed charge:

- (i) against any Real Property of the Debtor or in which the Debtor has an interest, upon the earlier of:
 - (A) a declaration by ATB pursuant to Section 12 or a demand for payment otherwise being made by ATB and in either case ATB electing to crystallize the floating charge; or
 - (B) ATB taking any action to appoint a Receiver or to enforce its Security Interest or to realize upon all or any part of the Collateral, whether under Section 8(a), (b), (c) or (d) hereof or otherwise; and
 - (ii) against certain specified Real Property of the Debtor or in which the Debtor has an interest, upon ATB taking any action to register the floating charge hereunder or any caveat, security notice or other instrument in respect thereof against such specified Real Property at any real property registry or other similar office.
- (b) In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.
 - (c) The crystallization of the floating charge (if any) created by this Agreement against any real property then owned or held by the Debtor or in which the Debtor then has an interest shall not operate so as to prevent the floating charge granted hereunder from attaching to any real property subsequently acquired by the Debtor or in which the Debtor subsequently acquires an interest and for greater certainty, the floating charge (if any) granted hereunder shall extend to such after-acquired real property, and on election by ATB, such floating charge shall thereupon crystallize.

16. REGISTRATION

The Debtor will ensure that this Agreement and all such supplementary and corrective instruments and any additional mortgage and security documents, and all documents, caveats, cautions, security notices and financing statements in respect thereof are, to the extent required by ATB, promptly filed and refiled, registered and re-registered and deposited and re-deposited, in such manner, in such offices and places, and at such times and as often as may be required by applicable law or as may be necessary or desirable to perfect and preserve the Security Interests as a first priority mortgage, charge and security interest and the rights conferred or intended to be conferred upon ATB by the Security Interests and will cause to be furnished promptly to ATB evidence satisfactory to ATB of such filing, registering and depositing.

17. MISCELLANEOUS

- (a) Without limiting any other right of ATB, whenever the debts and liabilities of the Debtor to ATB are immediately due and payable, or ATB has the right to declare the debts and liabilities to be immediately due and payable, whether or not it has so declared, ATB may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed to the Debtor by ATB in any capacity, whether due or not due, and ATB shall be deemed to have exercised such right of set-off immediately at the time of making its

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decision to do so even though any charge therefor is made or entered on ATB's records subsequent thereto.

- (b) ATB may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others and with Collateral and other security as ATB may see fit without prejudice to the liability of the Debtor or to ATB's right to hold and realize the Security Interest. ATB may demand, collect and sue on the Collateral in either the Debtor's or ATB's name, at ATB's option, and may endorse the Debtor's name on any and all cheques, commercial paper and any other instruments pertaining to or constituting Collateral and for this purpose, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent, with full power of substitution. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.
- (c) Upon the Debtor's failure to perform any of its obligations under this Agreement, ATB may, but shall not be required to, perform any such obligations, and the Debtor will pay to ATB, upon demand, an amount equal to the expense incurred by ATB in so doing with interest thereon from the date such expense is incurred at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness.
- (d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. The Debtor may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of ATB. In any action brought by an assignee of this Agreement or the Security Interest created hereunder or any part thereof, the Debtor shall not assert against the assignee any claim or defense which the Debtor now has or hereafter may have against ATB.
- (e) If more than one person executes this Agreement as the Debtor:
 - (i) the obligations of such persons hereunder shall be joint and several;
 - (ii) the Security Interests shall secure the Indebtedness of each Debtor, whether or not any other Debtor or any other person is also liable therefor; and
 - (iii) the Collateral shall include the interest of any Debtor in the property, assets and undertaking constituting Collateral owned or otherwise held by such Debtor, whether or not any other Debtor also has an interest therein.
- (f) The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the parties hereto that the term "**Debtor**" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interests granted hereby:
 - (i) shall extend and attach to "**Collateral**" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "**Collateral**" thereafter owned or acquired by the amalgamated corporation; and

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- (ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to ATB at the time of amalgamation and any "Indebtedness" of the amalgamated corporation to ATB thereafter arising.
- (g) This Agreement is in addition to and not in substitution for any other security or securities now or hereafter held by ATB and all such other securities shall remain in full force and effect. ATB will not be obliged to exhaust its recourse against the Debtor or any other person or against any other security it may hold in respect of the Indebtedness before realizing upon or otherwise dealing with the Collateral in such manner as ATB may consider desirable.
- (h) The Debtor further agrees to execute and deliver to ATB such further assurances and conveyances and supplemental deeds and instruments as may be necessary to properly carry out the intention of this Agreement, as determined by ATB, or as may be required by ATB from time to time, in each case acting reasonably.
- (i) After Default, ATB may from time to time apply and re-apply, notwithstanding any previous application, in any such manner as it, in its sole discretion, sees fit, any monies received by it from the Debtor or as a result of any enforcement or recovery proceedings, in or toward payment of any portion of the Indebtedness. The Debtor will remain liable for any Indebtedness that is outstanding following realization of all or any part of the Collateral and the application of the proceeds thereof.
- (j) In the event that the Debtor is a body corporate, it is hereby agreed that *The Limitation of Civil Rights Act* (Saskatchewan), or any provision thereof, shall have no application to this Agreement or any agreement or instrument renewing or extending or collateral to this Agreement. In the event that the Debtor is an agricultural corporation within the meaning of *The Saskatchewan Farm Security Act* (Saskatchewan), the Debtor agrees with ATB that all of Part IV (other than Section 46) of that Act shall not apply to the Debtor.
- (k) In the event that the Debtor is a body corporate, the Debtor further agrees that *The Land Contracts (Actions) Act* (Saskatchewan) shall have no application to an action, as defined in that Act, with respect to this Agreement.
- (l) For the purpose of assisting ATB in assessing the creditworthiness of the Debtor or the ownership or description of any of the Collateral, and for the purpose of collecting all or any portion of the Indebtedness owing by the Debtor to ATB, the Debtor consents to the disclosure and release to ATB of personal information, including without limitation, motor vehicle information from Alberta Registries (or any other provincial government department or state department in the United States of America having jurisdiction in that area). This consent is effective from the effective date of this Agreement and shall remain in effect until all Indebtedness is fully satisfied.

18. INTERPRETATION

- (a) If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it.

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(b) Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female or body corporate.

19. GOVERNING LAW

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

20. COPY OF AGREEMENT

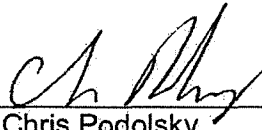
The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement, Financing Change Statement or Verification Statement relating to it.

THIS AGREEMENT may be executed electronically; this Agreement may be delivered by email, facsimile or other functionally equivalent electronic means.

IN WITNESS WHEREOF the Debtor has executed this Agreement on this 25 day of May, 2017

GEMINI CORPORATION

Per:


Name: Chris Podolsky
Title: Chief Financial Officer

Full Address of Debtor:

400, 839 -5th Avenue S.W. Calgary, Alberta T2P 3C8

Full List of all prior names by which Debtor has been known (whether by way of name change, amalgamation or otherwise):

- Gemini Corporation
- Gemini Engineering Limited
- Gemini Environmental Solutions Ltd.
- Gemini Field Solutions Ltd.
- Gemini Ventures Ltd.

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SCHEDULE A

1. Description of Collateral:

Select appropriate box or boxes. If no box is selected, the Debtor shall be deemed to have selected box (a).

- (a) All of the Debtor's present and after-acquired Personal Property, as well as a mortgage by way of a floating charge on all of the Debtor's lands, real property, immoveable property, leasehold property and other property, assets and undertaking not subject to the PPSA, including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled.
- (b) All of the Debtor's present and after-acquired Personal Property.
- (c) All of the Debtor's present and after-acquired personal property (including but not limited to Equipment, Inventory, Accounts, Chattel Paper, Documents of Title, Goods, Intangibles, Investment Property, Money and Fixtures) now or hereafter situate on, annexed to, used in connection with or arising from the business or affairs carried on at or about the lands and premises described on Schedule "B" hereto (or any other description by which such lands may be described) (the "Lands") and any proceeds thereof (including insurance proceeds), all present and future contracts for the supply of work or materials or provision of services relating to the construction, operation or maintenance of the Lands and the business or affairs carried on at or about the Lands, and all permits, licences and concessions relating to the ownership of the Lands or the operation of the business or affairs carried on at or about the Lands, as well as all documents, contracts, books of account and other books relating to or being records of or by which such are or may hereafter be secured, evidenced, acknowledged or made payable or relating to the Debtor's business, customers and clients.
- (d) All of the Debtor's present and after-acquired Personal Property except:
- (e) All of the Debtor's equipment of whatever kind and wherever situated including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatever nature.
- (f) All Accounts, Instruments, debts and Chattel Paper which are now due, owing or accruing due, or which may hereafter become due, owing or accruing due, to the Debtor, together with all records (whether in writing or not) and other documents of any kind which in any way evidence or relate to any or all of the Accounts, Instruments, debts or Chattel Paper.
- (g) All of the Debtor's present and after-acquired Inventory, wherever located.

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- (h) The following described Personal Property of the Debtor:

- (i) All harvested and unharvested crops whether growing or matured, and whether grain, roots, seeds, leaves or otherwise howsoever, and any interest of the Debtor therein, wherever located.
- (j) All of the Debtor's, male or female, born or unborn, branded or unbranded, of whatever age or stage of growth, wherever located.

2. Listing of Serial Numbers:

The registration mark (for aircraft only) and the serial numbers or vehicle identification numbers of any motor vehicles, trailers, mobile homes, manufactured homes, boats, outboard motors for boats, or aircraft (other than those held as Inventory for sale or lease by the Debtor) constituting Collateral are as follows:

Make	Model	Year of Manufacture	Serial Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. Locations of Personal Property Collateral:

The personal property Collateral is located at the following location(s):

- 400, 839 5th Avenue S.W. Calgary, Alberta, T2P 3C8
- 196, 11870 88th Avenue, Fort Saskatchewan, Alberta, T8L 0K1
- 11232, 87th Avenue, Fort Saskatchewan, AB T8L 2S4
- 4100, 67th Street Ponoka, Alberta T4J 1J8
- 10543, 100 Street, Fort St. John, BC V1J 3Z4

4. Permitted Encumbrances (if any):

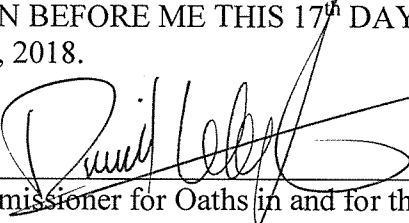
Permitted Encumbrances (as defined in the commitment letter dated as of May 25, 2017 issued by ATB, as lender, in favour of the Debtor, as borrower (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Commitment Letter"))

**SCHEDULE B
DESCRIPTION OF LANDS**

N/A.

THIS IS EXHIBIT "E" REFERRED TO IN
THE AFFIDAVIT OF **TRINA HOLLAND**.

SWORN BEFORE ME THIS 17th DAY OF
APRIL, 2018.



A Commissioner for Oaths in and for the
Province of Alberta

David LeGeyt
Barrister & Solicitor

SECURITIES PLEDGE AGREEMENT

This Securities Pledge Agreement is made as of May 25, 2017.

TO: Alberta Treasury Branches (the "Lender")
Address: Suite 600, 585 – 8th Avenue SW
Calgary, Alberta T2P 1G1
Attention: Shawn Bunnin, Senior Director, Diversified Industries
Email: sbunnin@atb.com

RECITALS:

- A. Gemini Corporation (the "Pledgor"), as borrower, and the Lender, as are parties to a commitment letter dated as of May 25, 2017 (as such commitment letter may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Commitment Letter").
- B. Pursuant to the terms of the Commitment Letter, the Pledgor has agreed to execute and deliver this Agreement to and in favour of the Lender pursuant to which the Pledgor is required to pledge its equity interests of the other Loan Parties held by the Pledgor from time to time as security for the payment and performance of the Secured Obligations (as defined herein).

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the Pledgor, the Pledgor agrees with and in favour of the Lender as follows:

1. Definitions.

In this Agreement, capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in the Commitment Letter, and the following terms have the following meanings:

- (a) "Agreement" means this securities pledge agreement, including the schedules and recitals to this agreement, as it or they may be amended, supplemented, restated or replaced from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement.
- (b) "Certificated Security", "Investment Property", "Proceeds", "Securities Account", "Securities Intermediary" "Security", "Security Certificate", "Security Entitlement", and "Uncertificated Security" have the meanings given to them in the PPSA.
- (c) "Charge" means the Security Interest created by the Pledgor in favour of the Lender under Section 2 of this Agreement.

- (d) **“Collateral”** means:
 - (i) the Pledged Property;
 - (ii) all certificates and instruments evidencing or representing the Pledged Property;
 - (iii) all interest, dividends and distributions (whether in cash, kind or stock) received or receivable upon or in respect of any of the Pledged Property and all moneys or other property payable or paid on account of any return or repayment of capital in respect of any of the Pledged Property or otherwise distributed in respect thereof or which will in any way be charged to, or payable or paid out of, the capital of any Pledged Issuer on account of any such Pledged Property;
 - (iv) all other property that may at any time be received or receivable by or otherwise distributed to the Pledgor in respect of, or in substitution for, or in exchange or replacement for, any of the foregoing; and
 - (v) all Proceeds of any of the foregoing.
- (e) **“Event of Default”** means an **“Event of Default”** as defined in the Commitment Letter.
- (f) **“Issuer”** has the meaning given to that term in the STA.
- (g) **“Commitment Letter”** has the meaning set out in the recitals hereto.
- (h) **“Organizational Documents”** means, with respect to any Person, such Person’s articles or other charter documents, by-laws, unanimous shareholder agreement, partnership agreement, limited partnership agreements or trust agreement, as applicable, and any and all other similar agreements, documents and instruments relative to such Person.
- (i) **“Pledged Certificated Securities”** means any and all Collateral that is a Certificated Security.
- (j) **“Pledged Property”** means all Pledged Securities and Pledged Securities Entitlements described in Schedule “A”.
- (k) **“Pledged Issuer”** means, at any time, any Person which is at such time an Issuer with respect to any Pledged Securities or Pledged Security Entitlements.
- (l) **“Pledged Issuer’s Jurisdiction”** means, with respect to any Pledged Issuer, its jurisdiction as determined under section 44 of the STA.
- (m) **“Pledged Securities”** means any and all Collateral that is a Security.

- (n) **“Pledged Securities Accounts”** means any and all Collateral that is a Securities Account.
- (o) **“Pledged Securities Intermediary”** means, at any time, any Person which is at such time is a Securities Intermediary at which a Pledged Securities Account is maintained.
- (p) **“Pledged Securities Intermediary’s Jurisdiction”** means, with respect to any Securities Intermediary, its jurisdiction as determined under section 45(2) of the STA.
- (q) **“Pledged Security Certificates”** means any and all Security Certificates representing the Pledged Certificated Securities.
- (r) **“Pledged Security Entitlements”** means any and all Collateral that is a Security Entitlement.
- (s) **“Pledged Uncertificated Securities”** means any and all Collateral that is an Uncertificated Security.
- (t) **“Pledgor”** has the meaning set out in the recitals hereto.
- (u) **“PPSA”** means the *Personal Property Security Act* (Alberta), as such legislation may be amended, renamed or replaced from time to time, and includes all regulations from time to time made under such legislation.
- (v) **“Release Date”** means the date on which all the Secured Obligations have been indefeasibly paid and discharged in full and the Lender has no further obligations to the Pledgor pursuant to which further Secured Obligations might arise and the Secured Obligations have been unconditionally and irrevocably repaid in full.
- (w) **“Secured Obligations”** means all present and future, direct or indirect, contingent or matured obligations, indebtedness and liabilities of the Pledgor to the Lender.
- (x) **“STA”** means the *Securities Transfer Act* (Alberta), as such legislation may be amended, renamed or replaced from time to time, and includes all regulations from time to time made under such legislation.
- (y) **“ULC”** means an unlimited company formed under the laws of Nova Scotia, an unlimited liability corporation formed under the laws of Alberta, an unlimited liability company formed under the laws of British Columbia, or any other body corporate whose share-holders or members, in that capacity, are or may become liable or responsible for any of the indebtedness, liabilities or obligations of the body corporate.
- (z) **“ULC notice”** is defined in Section 3(a).
- (aa) **“ULC shares”** means shares or any other equity interests in an ULC.

2. **Grant of Security Interests.**

As general and continuing collateral security for the due payment and performance of the Secured Obligations, the Pledgor pledges to the Lender and grants to the Lender a security interest in the Collateral (the "Security Interest").

3. **Unlimited Liability Company**

The following provisions apply to any present and after acquired ULC Shares and interests in ULCs which form part of the Collateral:

- (a) Nothing in this Agreement or any other agreement between the Pledgor and the Lender is intended to, or will, constitute the Lender or any Person other than the Pledgor, a shareholder or member of any ULC for the purposes of (to the extent applicable) the *Companies Act* (Nova Scotia), the *Business Corporations Act* (Alberta), the *Business Corporations Act* (British Columbia) or any other applicable statute which provides for ULCs, until the Lender in exercising its rights and remedies under Section 10 elects by notice in writing (the "ULC Notice") to the Pledgor and each relevant ULC that either it or any Person other than the Pledgor is entitled to require that the Secured Party or other Person be registered as the holder of the ULC Shares in the books, records and registers of that ULC, and to exercise the rights of a shareholder or member of that ULC. Until the ULC Notice is given the Pledgor will:
 - (i) be entitled to receive and retain for its own account any dividends, property or other distributions in respect of the ULC Shares; and
 - (ii) have the right to vote the ULC Shares and to control the direction, management and policies of the ULC which is the issuer of the ULC Shares to the same ex-ent as the Pledgor would be able to do if the ULC Shares were not subject to the Security Interest created by this Agreement;
- (b) To the extent that any provision of this Agreement would have the effect of constituting the Lender or any Person other than the Pledgor as a shareholder or member of a ULC prior to the giving of the ULC Notice, that provision will be severed from this Agreement and be ineffective without otherwise invalidating or rendering unenforceable:
 - (i) this Agreement; or
 - (ii) that provision to the extent that it relates to Collateral other than ULC Shares;
- (c) Without limiting the generality of Sections 3(a) and 3(b), no provision of this Agreement, or actions taken by the Lender under this Agreement, will cause or be deemed to cause the Lender or any Person other than the Pledgor to be, and the Lender and those other Persons will not be deemed or entitled to, and will not:

- (i) be registered as a holder of any ULC Shares or as a shareholder or member of any ULC;
- (ii) have a notation entered in favour of any of them in the share register or central securities register of that ULC in respect of the ULC Shares;
- (iii) be held out as a shareholder or member or other equity holder of that ULC;
- (iv) receive, directly or indirectly, any dividends, property or other distributions from that ULC by reason of the Secured Party holding a Security Interest in the ULC Shares; or
- (v) act as a shareholder or member of any ULC, or obtain, exercise or attempt to exercise any rights of a shareholder or member of any ULC, including the right to attend a meeting of, or to vote any ULC Shares of, any ULC,

until the Secured Party in exercising its rights and remedies under Section 10 has given the ULC Notice.

4. **Attachment; No Obligation to Advance**

The Pledgor confirms that value has been given by the Lender to the Pledgor, that the Pledgor has rights in the Collateral (other than after-acquired Collateral) and that the Pledgor and the Lender have not agreed to postpone the time for attachment of the Charge to any of the Collateral. The Charge will have effect and be deemed to be effective whether or not the Secured Obligations or any part thereof are owing or in existence before or after or upon the date of this Agreement. Neither the execution and delivery of this Agreement nor the provision of any financial accommodations by the Lender shall oblige the Lender to make any financial accommodation or further financial accommodation available to the Pledgor or any other Person.

5. **Representations and Warranties.**

The Pledgor represents and warrants to the Lender that, as of the date of this Agreement:

- (a) **Pledgor Information.** All of the information set out in Schedule "B" is accurate and complete.
- (b) **Consents.** Except for any consent that has been obtained and is in full force and effect, no consent of any Person is required, or is purported to be required, for the execution, delivery, performance and enforcement of this Agreement. For the purposes of complying with any transfer restrictions contained in the Organizational Documents of any Pledged Issuer, the Pledgor hereby irrevocably consents to any transfer of the Pledged Securities of such Pledged Issuer.
- (c) **Due Authorization.** The Pledged Securities constituting shares in a corporation have been duly authorized and validly issued and are fully paid and non-

assessable to the extent such concepts are applicable in the jurisdiction of organization of the respective issuer.

- (d) Warrants, Options, etc. There are no outstanding warrants, options or other rights to purchase, or other agreements outstanding with respect to, or property that is now or hereafter convertible into, or that requires the issuance or sale of, any Pledged Securities.
- (e) No Required Disposition. There is no existing agreement, option, right or privilege capable of becoming an agreement or option pursuant to which the Pledgor would be required to sell or otherwise dispose of any Pledged Securities or under which any Pledged Issuer thereof has any obligation to issue any Securities of such Pledged Issuer to any Person.

6. **Survival of Representations and Warranties.**

All representations and warranties made by the Pledgor in this Agreement: (a) are material; (b) will be considered to have been relied on by the Lender; and (c) will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Lender and any disposition or payment of the Secured Obligations until the Release Date.

7. **Covenants.**

The Pledgor covenants and agrees with the Lender that:

- (a) Further Documentation. The Pledgor will from time to time, at the expense of the Pledgor, promptly and duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Lender may request for the purpose of obtaining or preserving the full benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Charge). The Pledgor acknowledges that this Agreement has been prepared based on the Applicable Law in the Province of Alberta and that a change in such Applicable Law, or the Applicable Law of other jurisdictions, may require the execution and delivery of different forms of security documentation. Accordingly, the Pledgor agrees that the Lender will have the right to require that this Agreement be amended, supplemented, restated or replaced, and that the Pledgor will immediately on request by the Lender authorize, execute and deliver any such amendment, supplement, restatement or replacement: (i) to reflect any changes in such Applicable Law, whether arising as a result of statutory amendments, court decisions or otherwise; (ii) to facilitate the creation and registration of appropriate security in all appropriate jurisdictions; or (iii) if the Pledgor merges or amalgamates with any other Person or enters into any corporate reorganization, in each case in order to confer on the Lender Security Interests similar to, and having the same effect as, the Charge.

- (b) Pledged Certificated Securities. The Pledgor will deliver to the Lender any and all Pledged Security Certificates accompanied by a duly executed stock power of attorney and other materials as may be required from time to time to provide the Lender with control over all Pledged Certificated Securities in the manner provided under section 23 of the STA. At the request of the Lender at any time after the occurrence and during the continuance of an Event of Default, the Pledgor will cause all Pledged Security Certificates to be registered in the name of the Lender or its nominee.
- (c) Pledged Uncertificated Securities. The Pledgor will deliver to the Lender any and all such documents, agreements and other materials as may be required from time to time to provide the Lender with control over all Pledged Uncertificated Securities in the manner provided under section 24 of the STA.
- (d) Pledged Security Entitlements. The Pledgor will deliver to the Lender any and all such documents, agreements and other materials as may be required from time to time to provide the Lender with control over all Pledged Security Entitlements in the manner provided under section 25 or 26 of the STA.
- (e) Transfer Restrictions. If the constating documents of any Pledged Issuer restrict the transfer of the Securities of such Pledged Issuer, then the Pledgor will deliver to the Lender a certified copy of a resolution of the directors, shareholders, unitholders or partners of such Pledged Issuer, as applicable, consenting to the transfer(s) contemplated by this Agreement, including any prospective transfer of the Collateral by the Lender upon a realization on the Charge.
- (f) Notices. The Pledgor will advise the Lender promptly, in reasonable detail, of any:
 - (i) acquisition after the date of this Agreement of any right, title or interest in any Pledged Property, together with all applicable information set out in Schedule "B" with respect thereto;
 - (ii) change to a Pledged Securities Intermediary's Jurisdiction or Pledged Issuer's Jurisdiction;
 - (iii) change in the location of the jurisdiction of formation, chief executive office or domicile of the Pledgor;
 - (iv) change in the name of the Pledgor;
 - (v) any merger, consolidation or amalgamation of the Pledgor with any other Person;
 - (vi) Security Interests (other than Permitted Encumbrances) on, other claim asserted against, any of the Collateral; or

- (vii) occurrence of any event, claim or occurrence that could reasonably be expected to have a Material Adverse Effect on the value of the Collateral or on the Charge.

The Pledgor will not effect or permit any of the changes referred to in clauses (ii) through (vii) above unless all filings have been made and all other actions taken that are required in order for the Lender to continue at all times following any such change to have a valid and perfected first priority Security Interest in respect of all of the Collateral.

8. **Voting Rights.**

Unless an Event of Default has occurred and is continuing, the Pledgor will be entitled to exercise all voting power from time to time exercisable in respect of the Pledged Securities and Pledged Security Entitlements and give consents, waivers and ratifications, exercise all rights of conversion or other similar rights in respect thereof; provided, however, that no vote will be cast or consent, waiver or ratification given or action taken which would be, or would have a reasonably likelihood of being, prejudicial to the interests of the Lender or imposing any restriction on the transferability of any of the Collateral. Unless an Event of Default has occurred and is continuing the Lender shall, from time to time at the request and expense of the Pledgor, execute or cause to be executed, in respect of all Pledged Securities that are registered in the name of the Lender or its nominee, valid proxies appointing the Pledgor as its (or its nominee's) proxy to attend, vote and act for and on behalf of the Lender or such nominee, as the case may be, at any and all meetings of the applicable Pledged Issuer's shareholders or debt holders, all Pledged Securities that are registered in the name of the Lender or such nominee, as the case may be, and to execute and deliver, consent to or approve or disapprove of or withhold consent to any resolutions in writing of shareholders or debt holders of the applicable Pledged Issuer for and on behalf of the Lender or such nominee, as the case may be. Immediately upon the occurrence and during the continuance of an Event of Default, all such rights of the Pledgor to vote and give consents, waivers and ratifications will cease and the Lender or its nominee will be entitled to exercise all such voting rights and to give all such consents, waivers and ratifications.

9. **Dividends; Interest.**

Unless an Event of Default has occurred and is continuing, the Pledgor will be entitled to receive any and all cash dividends, partnership distributions interest, principal payments and other forms of distribution, cash or property, on the Pledged Securities or Pledged Security Entitlements which it is otherwise entitled to receive, but any and all stock and/or liquidating dividends, distributions of property (other than cash partnership distributions), returns of capital or other distributions made on or in respect of the Pledged Securities or Pledged Security Entitlements, whether resulting from a subdivision, combination or reclassification of the outstanding capital stock of any Pledged Issuer or received in exchange for the Pledged Securities, Pledged Security Entitlements or any part thereof or as a result of any amalgamation, merger, consolidation, acquisition or other exchange of property to which any Pledged Issuer may

be a party or otherwise, and any and all cash and other property received in exchange for any Pledged Securities or Pledged Security Entitlements will be and become part of the Collateral subject to the Charge and, if received by the Pledgor, will forthwith be delivered to the Lender or its nominee (accompanied, if appropriate, by proper instruments of assignment and/or stock powers of attorney executed by the Pledgor in accordance with the Lender's instructions) to be held subject to the terms of this Agreement; and if any of the Pledged Security Certificates have been registered in the name of the Lender or its nominee, the Lender will execute and deliver (or cause to be executed and delivered) to the Pledgor all such dividend orders and other instruments as the Pledgor may request for the purpose of enabling the Pledgor to receive the dividends, distributions or other payments which the Pledgor is authorized to receive and retain pursuant to this Section. If an Event of Default has occurred and is continuing, all rights of the Pledgor pursuant to this Section 9 will cease and the Lender will have the sole and exclusive right and authority to receive and retain the cash dividends, interest, principal payments and other forms of cash distribution which the Pledgor would otherwise be authorized to retain pursuant to this Section. Any money and other property paid over to or received by the Lender pursuant to the provisions of this Section will be retained by the Lender as additional Collateral hereunder and be applied in accordance with the provisions of this Agreement.

10. **Rights on Event of Default.**

If an Event of Default has occurred and is continuing, then and in every such case the Charge shall become enforceable and the Lender, in addition to any rights now or hereafter existing under Applicable Law may, personally or by agent, at such time or times as the Lender in its discretion may, subject to Applicable Law to the extent required thereby, determine, do any one or more of the following:

- (a) Rights under PPSA, etc. Exercise all of the rights and remedies granted to secured parties under the PPSA with respect to the Collateral and any other applicable statute, or otherwise available to the Lender by contract, at law or in equity.
- (b) Dispose of Collateral. Realize on any or all of the Collateral and sell, lease, assign, give options to purchase, or otherwise dispose of and deliver any or all of the Collateral (or contract to do any of the above), in one or more parcels at any public or private sale, at any exchange, broker's board or office of the Lender or elsewhere, with or without advertising or other formality, except as required by Applicable Law, on such terms and conditions as the Lender may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery.
- (c) Court-Approved Disposition of Collateral. Obtain from any court of competent jurisdiction an order for the sale or foreclosure of any or all of the Collateral.
- (d) Purchase by Secured Creditor. At any public sale, and to the extent permitted by Applicable Law on any private sale, bid for and purchase any or all of the Collateral offered for sale and, upon compliance with the terms of such sale, hold, retain, sell or otherwise dispose of such Collateral without any further

accountability to the Pledgor or any other Person with respect to such holding, retention, sale or other disposition, except as required by Applicable Law. In any such sale to a Secured Creditor, such Secured Creditor may, for the purpose of making payment for all or any part of the Collateral so purchased, use any claim for any or all of the Secured Obligations then due and payable to it as a credit against the purchase price.

- (e) Transfer of Collateral. Transfer any Collateral that is Investment Property into the name of the Lender or its nominee.
- (f) Voting. Vote any or all of the Pledged Securities (whether or not transferred to the Lender or its nominee) and Pledged Security Entitlements and give or withhold all consents, waivers and ratifications in respect thereof and otherwise act with respect thereto as though it were the outright owner thereof.
- (g) Exercise Other Rights. Exercise any and all rights, privileges, entitlements and options pertaining to any Collateral that is Investment Property as if the Lender were the absolute owner of such Investment Property.

The Lender may exercise any or all of the foregoing rights and remedies without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by Applicable Law) to or on the Pledgor or any other Person, and the Pledgor hereby waives each such demand, presentment, protest, advertisement and notice to the extent permitted by Applicable Law. None of the above rights or remedies will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time. The Pledgor acknowledges and agrees that any action taken by the Lender hereunder following the occurrence and during the continuance of an Event of Default shall not be rendered invalid or ineffective as a result of the curing of the Event of Default on which such action was based.

11. **Realization Standards.**

To the extent that Applicable Law imposes duties on the Lender to exercise remedies in a commercially reasonable manner and without prejudice to the ability of the Lender to dispose of the Collateral in any such manner, the Pledgor acknowledges and agrees that it is not commercially unreasonable for the Lender to (or not to): (a) to the extent deemed appropriate by the Lender, obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Lender in the collection or disposition of any of the Collateral; (b) dispose of Collateral in whole or in part; (c) dispose of Collateral to a customer of the Lender; and (d) establish an upset or reserve bid price in respect of Collateral.

12. **Securities Laws.**

The Lender is authorized, in connection with any offer or sale of any Pledged Securities or Pledged Security Entitlements, to comply with any limitation or restriction as it may be advised by counsel is necessary to comply with Applicable Law, including compliance

with procedures that may restrict the number of prospective bidders and purchasers, requiring that prospective bidders and purchasers have certain qualifications, and restricting prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account or investment and not with a view to the distribution or resale of such Securities. In addition to and without limiting Section 11, the Pledgor further agrees that compliance with any such limitation or restriction will not result in a sale being considered or deemed not to have been made in a commercially reasonable manner, and the Lender will not be liable or accountable to the Pledgor for any discount allowed by reason of the fact that such Pledged Securities or Pledged Security Entitlements are sold in compliance with any such limitation or restriction. If the Lender chooses to exercise its right to sell any or all Pledged Securities or Pledged Security Entitlements, upon written request, the Pledgor will cause each applicable Pledged Issuer to furnish to the Lender all such information as the Lender may request in order to determine the number of shares and other instruments included in the Collateral which may be sold by the Lender in exempt transactions under any Applicable Law governing securities, and the rules and regulations of any applicable securities regulatory body thereunder, as the same are from time to time in effect.

13. **Application of Proceeds.**

All Proceeds of Collateral received by the Lender may be applied to discharge or satisfy any expenses (including expenses of enforcing the Lender's rights under this Agreement), Security Interests on the Collateral in favour of Persons other than the Lender, borrowings, taxes and other outgoings affecting the Collateral or which are considered advisable by the Lender to protect, preserve, repair, process, maintain or enhance the Collateral or prepare it for sale or other disposition, or to keep in good standing any Security Interests on the Collateral ranking in priority to any of the Charge, or to sell or otherwise dispose of the Collateral. The balance of such Proceeds may, at the sole discretion of the Lender, be held as collateral security for the Secured Obligations or be applied to such of the Secured Obligations (whether or not the same are due and payable) in such manner and at such times as the Lender considers appropriate and thereafter will be accounted for as required by Applicable Law.

14. **Lender's Appointment as Attorney in Fact.**

Effective upon the occurrence and during the continuance of an Event of Default, the Pledgor constitutes and appoints the Lender and any officer or agent of the Lender, with full power of substitution, as the Pledgor's true and lawful attorney in fact and agent with full power and authority in the place of the Pledgor and in the name of the Pledgor or in its own name, from time to time in the Lender's discretion, to take any and all appropriate action and to execute any and all documents and instruments as, in the opinion of such attorney, may be necessary or desirable to accomplish the purposes of this Agreement. Without limiting the effect of this Section 14, the Pledgor grants the Lender an irrevocable proxy to vote the Pledged Securities and Pledged Security Entitlements and to exercise all other rights, powers, privileges and remedies to which a holder thereof would be entitled (including giving or withholding written consents of shareholders, calling special meetings of shareholders and voting at such meetings), which proxy shall be

effective, automatically and without the necessity of any action (including any transfer of any Pledged Securities or Pledged Security Entitlements on the books and records of a Pledged Issuer or Pledged Securities Intermediary, as applicable, upon the occurrence and continuance of an Event of Default. These powers are coupled with an interest in favour of the Lender and are irrevocable until the Release Date. Nothing in this Section affects the right of the Lender as secured party or any other Person on the Lender's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification statements and other documents relating to the Collateral and this Agreement as the Lender or such other Person considers appropriate. The Pledgor hereby ratifies and confirms, and agrees to ratify and confirm, whatever lawful acts the Lender or any of the Lender's sub-agents, nominees or attorneys do or purport to do in exercise of the power of attorney granted to the Lender pursuant to this Section 14.

15. **Performance by Lender of Pledgor's Obligations.**

If the Pledgor fails to perform or comply with any of the obligations of the Pledgor under this Agreement, the Lender may, but need not, perform or otherwise cause the performance or compliance of such obligation, provided that such performance or compliance will not constitute a waiver, remedy or satisfaction of such failure. The expenses of the Lender incurred in connection with any such performance or compliance will be payable by the Pledgor to the Lender immediately on demand, and until paid, any such expenses will form part of the Secured Obligations and will be secured by the Charge.

16. **Severability.**

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

17. **Rights of Lender; Limitations on Lender's Obligations.**

- (a) **Limitations on Lender's Liability.** The Lender will not be liable to the Pledgor or any other Person for any failure or delay in exercising any of the rights of the Pledgor under this Agreement (including any failure to take possession of, collect, sell or otherwise dispose of any Collateral, or to preserve rights against prior parties). Neither the Lender nor any agent of the Lender (including any sheriff) is required to take, or will have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Collateral in its possession. Neither the Lender nor any agent of the Lender will be liable for any, and the Pledgor will bear the full risk of all, loss or damage to any and all of the Collateral (including any Collateral in the possession of the Lender or any agent thereof) caused for any reason other than the gross negligence or willful misconduct of the Lender or such agent of the Lender.

- (b) Use of Agents. The Lender may perform any of its rights or duties under this Agreement by or through agents and is entitled to retain counsel and to act in reliance on the advice of such counsel concerning all matters pertaining to its rights and duties under this Agreement.

18. **Dealings by Lender.**

The Lender will not be obliged to exhaust its recourse against the Pledgor or any other Person or against any other security it may hold in respect of the Secured Obligations or any part thereof before realizing upon or otherwise dealing with the Collateral in such manner as the Lender may consider desirable. The Lender may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Pledgor and any other Person, and with any or all of the Collateral, and with other security and sureties, as the Lender may see fit, all without prejudice to the Secured Obligations or to the rights and remedies of the Lender under this Agreement. The powers conferred on the Lender under this Agreement are solely to protect the interests of the Lender in the Collateral and will not impose any duty upon the Lender to exercise any such powers.

19. **Communication.**

Any notice or other communication required or permitted to be given under this Agreement will be made in accordance with the terms of the Commitment Letter.

20. **Release of Information.**

The Pledgor authorizes the Lender to provide a copy of this Agreement and such other information as may be requested of the Lender: (a) to the extent necessary to enforce the Lender's rights, remedies and entitlements under this Agreement; (b) to any assignee or prospective assignee of all or any part of the Secured Obligations; and (c) as required by Applicable Law.

21. **Expenses; Indemnity; Waiver.**

- (a) The Pledgor shall pay: (i) all reasonable out-of-pocket expenses incurred by the Lender, including the reasonable fees, charges and disbursements of counsel for the Lender and all applicable taxes, in connection with the preparation and administration of this Agreement; (ii) all reasonable out-of-pocket expenses incurred by the Lender, including the reasonable fees, charges and disbursements of counsel for the Lender and applicable taxes, in connection with any amendments, modifications or waivers of the provisions hereof; and (iii) all reasonable out-of-pocket expenses incurred by the Lender, including the fees, charges and disbursements of any counsel for the Lender and all applicable taxes, in connection with the assessment, enforcement or protection of their rights in connection with this Agreement, including its rights under this Section, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Secured Obligations.

- (b) The Pledgor shall indemnify the Lender against, and hold the Lender harmless from, any and all losses, claims, cost recovery actions, damages, expenses and liabilities of whatsoever nature or kind and all reasonable out-of-pocket expenses and all applicable taxes to which the Lender may become subject arising out of or in connection with: (i) the execution or delivery of this Agreement and the performance by the Pledgor of its obligations hereunder; (ii) any actual or prospective claim, litigation, investigation or proceeding relating to this Agreement or the Secured Obligations, whether based on contract, tort or any other theory and regardless of whether the Lender is a party thereto; (iii) any other aspect of this Agreement; or (iv) the enforcement of the Lender's rights hereunder and any related investigation, defence, preparation of defence, litigation and enquiries; provided that such indemnity shall not, as to the Lender, be available to the extent that such losses, claims, actions, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence (it being acknowledged that ordinary negligence does not necessarily constitute gross negligence) or willful misconduct of or material breach of this Agreement by the Lender.
- (c) The Pledgor shall not assert, and hereby waives (to the fullest extent permitted by Applicable Law): (i) any claim against the Lender (or any director, officer or employee thereof), on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement; and (ii) all of the rights, benefits and protections given by any present or future statute that imposes limitations on the rights, powers or remedies of a secured party or on the methods of, or procedures for, realization of security, including any "seize or sue" or "anti-deficiency" statute or any similar provision of any other statute.
- (d) All amounts due under this Section shall be payable not later than three (3) Business Days after written demand therefor.
- (e) The indemnifications set out in this Section will survive the Release Date and the release or extinguishment of the Charge.

22. **Release of Pledgor.**

On the Release Date, the Lender shall at the expense of the Pledgor, release the Pledgor and the Collateral from the Charge. Upon such release, and at the written request and expense of the Pledgor, the Lender shall execute and deliver to the Pledgor such releases and discharges as the Pledgor may reasonably request. The Lender may, at its discretion and at any time, release from the Charge any of the Collateral or any other security or surety for the Secured Obligations either with or without sufficient consideration for that Collateral without releasing any other part of the Collateral or the Pledgor from this Agreement.

23. **Additional Security.**

This Agreement is in addition to, and not in substitution of, any and all other security previously or concurrently delivered by the Pledgor or any other Person to the Lender, all of which other security shall remain in full force and effect.

24. **Alteration or Waiver.**

None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Lender. The Lender will not, by any act or delay, be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Lender of any right or remedy hereunder on any one occasion will not be construed as a bar to any right or remedy which the Lender would otherwise have on any future occasion. Neither the taking of any judgment nor the exercise of any power of seizure or sale will extinguish the liability of the Pledgor to pay the Secured Obligations, nor will the same operate as a merger of any covenant contained in this Agreement or of any other liability, nor will the acceptance of any payment or other security constitute or create any novation.

25. **Governing Law; Attornment.**

This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta. Without prejudice to the ability of the Lender to enforce this Agreement in any other proper jurisdiction, the Pledgor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of such province. To the extent permitted by Applicable Law, the Pledgor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province.

26. **Interpretation.**

The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". The word "or" is disjunctive; the word "and" is conjunctive. The word "shall" is mandatory; the word "may" is permissive. Unless the context requires otherwise: (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set out herein); (b) any reference herein to

any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time; (c) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns; (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof; and (e) all references herein to Sections and Schedules shall be construed to refer to Sections and Schedules to, this Agreement, Section headings are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement. Any reference in this Agreement to a Permitted Encumbrance is not intended to subordinate or postpone, and shall not be interpreted as subordinating or postponing, or as any agreement to subordinate or postpone, any Security Interest to any Permitted Encumbrance.

27. **Successors and Assigns.**

This Agreement will enure to the benefit of, and be binding on, the Pledgor and its successors and permitted assigns, and will enure to the benefit of, and be binding on, the Lender and its successors and assigns. The Pledgor may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the Lender. The Lender may assign this Agreement and any of its rights and obligations hereunder to any Person.

28. **Acknowledgment of Receipt/Waiver.**

The Pledgor acknowledges receipt of an executed copy of this Agreement and, to the extent permitted by Applicable Law, waives the right to receive a copy of any financing statement or financing change statement registered in connection with this Agreement or any verification statement issued in respect of any such financing statement or financing change statement.

29. **Paramountcy.**

If a conflict or inconsistency exists in or between a provision of this Agreement and a provision of the Commitment Letter or any part thereof, the provisions of the Commitment Letter shall prevail to the extent necessary to resolve such conflict or inconsistency.

30. **Electronic Signature.**


Delivery of an executed signature page to this Agreement by the Pledgor by facsimile, pdf or other electronic form of transmission shall be as effective as delivery by the Pledgor of a manually executed copy of this Agreement by the Pledgor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the undersigned has caused this Agreement to be duly executed as of the date first written above.

GEMINI CORPORATION

Per:



Name: Chris Podolsky
Title: Chief Financial Officer

Schedule "A"

PLEDGED PROPERTY

- A.** The Securities Accounts described in Schedule "B" and all Securities Entitlements carried therein from time to time.

- B.** All Securities and Security Entitlements of Gemec Services Ltd. (or any of its successors, including, for certainty, by way of amalgamation) in which the Pledgor now or in the future has any right, title or interest whatsoever.

Schedule "B"

PLEDGOR & PLEDGED PROPERTY INFORMATION

Full legal name: Gemini Corporation

Jurisdiction of incorporation or organization: Alberta

Address of chief executive office: 400, 839 -5th Avenue S.W. Calgary, Alberta, T2P 3C8

Pledged Uncertificated Securities: Nil

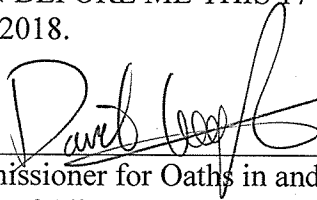
Pledged Securities Accounts: Nil

Pledged Certificated Securities: See below.

Pledged Issuer	Securities Owned	% of issued and outstanding Securities of Pledged Issuer as of the date hereof	Security Certificate Numbers	Security Certificate Location
Gemec Services Ltd.	200 Class "A" Common Shares	100%	#1A, #2A	400, 839 -5 th Avenue S.W. Calgary, Alberta, T2P 3C8

THIS IS EXHIBIT "F" REFERRED TO IN
THE AFFIDAVIT OF **TRINA HOLLAND**.

SWORN BEFORE ME THIS 17th DAY OF
APRIL, 2018.

A handwritten signature in black ink, appearing to read "David LeGeyt", written over a horizontal line.

A Commissioner for Oaths in and for the
Province of Alberta

David LeGeyt
Barrister & Solicitor

LAND TITLES ACT

MORTGAGE (of leasehold interest)

WHEREAS:

- A. **GEMINI CORPORATION**, having an address at 400, 839 – 5th Avenue SW, Calgary, Alberta, T2P 3C8 (the “**Mortgagor**”) is or is entitled to become, the registered owner of a leasehold interest, subject, however, to such encumbrances, liens and interests as are notified on the certificate of title therefore, in the Lands (as defined below);
- B. The leasehold estate exists pursuant to the Lease (as defined in Schedule “A”), which has been registered at the Land Titles Office for the South Alberta Land Registration District as Instrument Number 152 313 134 by way of caveat.
- C. The Mortgagor is or is about to become indebted to **ALBERTA TREASURY BRANCHES** (the “**Mortgagee**”), having an office at Suite 600, 585 – 8th Avenue SW, Calgary, Alberta T2P 1G1;
- D. Pursuant to the terms of a commitment letter dated as of May 25, 2017 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Commitment Letter**”), between the Mortgagor, as borrower, and the Mortgagee, as lender, the Mortgagor has agreed to mortgage the Lands hereinafter described to the Mortgagee as continuing security for the fulfilment of all liabilities and obligations of the Mortgagor to the Mortgagee, present or future, direct or indirect, absolute or contingent, matured or not and whether incurred or arising before, during or after the time that the Mortgagor is the owner of the Lands, and whether arising within or outside Canada (all such liabilities and obligations are collectively called the “**Liabilities**”), arising from the Commitment Letter.

IN CONSIDERATION of the premises and in consideration of the payment of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration now extended by the Mortgagee to the Mortgagor (the receipt and sufficiency of which the Mortgagor acknowledges) the Mortgagor hereby grants and mortgages to the Mortgagee, its successors and assigns, all its leasehold interest in a portion of the land situate in the Province of Alberta described on Schedule “A” (which portion, with the buildings, structures, fixtures, facilities and improvements situated thereon and which may be hereafter erected, are herein collectively called the “**Lands**”), and:

1. As additional continuing security for the payment of the Liabilities and for the due performance of the obligations and the covenants of the Mortgagor to the Mortgagee now or at any time outstanding during the existence of this Mortgage, whether contained herein or in any collateral securities held by the Mortgagee, the Mortgagor covenants and agrees with the Mortgagee that:
 - (a) The Lands are hereby charged with payment of the Liabilities; and
 - (b) The amount of money to be secured by this Mortgage shall be **NINETEEN MILLION FOUR HUNDRED FIFTY THOUSAND (\$19,450,000) DOLLARS** (the “**Principal**”) plus costs, charges and interest.

The Mortgagor shall pay to the Mortgagee, as may be required by the Mortgagee upon the occurrence of any event of default herein or under any the Commitment Letter, or upon demand of the Mortgagee, at the address herein described or at such other place as the Mortgagee may

from time to time designate in writing, in lawful money of Canada, the Principal together with interest and such other charges and costs as are herein provided for.

2. The Mortgagor shall, for purposes of priority, agree to pay to the Mortgagee interest on the Principal, both before and after demand, default, judgment, and maturity at a rate per annum equal to five percent above the rate published by the Mortgagee from time to time as the Mortgagee's prime lending rate to be calculated and payable monthly, not in advance. A statement signed by any officer of the Mortgagee confirming the Mortgagee's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes. All interest on becoming overdue shall be forthwith treated (as to payment of interest thereon) as principal and shall bear compound interest at the same rate after as well as before demand, default, judgement and maturity, and all such interest and compound interest shall be a charge on the Lands. In the event of non-payment of any of the monies hereby secured, the Mortgagor shall, so long as any part thereof remains unpaid, pay interest on the monies at the said rate.

3. The Mortgagor warrants, represents and covenants, as the case may be, with the Mortgagee that, except for such encumbrances as are disclosed in the certificate of title to the Lands as at the date of the execution of this Mortgage:
 - (a) the Mortgagor has good title to the Lands;
 - (b) the Mortgagor has the right to mortgage and sublease the Lands;
 - (c) upon the security constituted hereby becoming enforceable, the Mortgagee shall have quiet possession of the Lands free from all encumbrances, other than permitted encumbrances;
 - (d) the Mortgagor will execute such further assurances in respect of the Lands as may be required by the Mortgagee (acting reasonably) for the purpose of giving effect to this Mortgage; and
 - (e) the Mortgagor has done no act to encumber the Lands except for those encumbrances which the Mortgagee agrees are permitted encumbrances against the Lands.

4. The Mortgagor represents, warrants and covenants to the Mortgagee that:
 - (a) The Mortgagor is or is entitled to become the lawful tenant or lessee of the Lands and has or is entitled to a good leasehold title to the Lands, free of all liens, encumbrances and interests except any permitted encumbrances, and any other liens, encumbrances or interest which the Mortgagor has previously reported to the Mortgagee in writing and which have subsequently been accepted by the Mortgagee in writing;
 - (b) The Lands are leased pursuant to the Ground Lease, as defined in Schedule "A", which is a good, valid and subsisting lease (a complete copy of which, including all amendments, renewals and modifications, the Mortgagor has given to the Mortgagee);
 - (c) All rents and other moneys payable under the Ground Lease have been paid and the lessee thereunder is not in default of any of its other obligations set out in the Ground Lease, in both cases up to the date the Mortgagor signed this Mortgage;

- (d) The Mortgagor has obtained the consent of the landlord or lessor under the Ground Lease and all other parties, be they regulatory or otherwise, as the case may be, to charge and sublet its leasehold interest in the Lands to the Mortgagee in the manner provided in this Mortgage;
 - (e) The Mortgagor will not cause nor allow the Ground Lease to be surrendered or cause or allow it to be terminated or forfeited;
 - (f) The Mortgagor will not cause or allow any amendment to the Ground Lease except as permitted in the Commitment Letter, without first obtaining the Mortgagee's written consent;
 - (g) The Mortgagor will stand possessed of the Lands for the last day of the term(s) or of any renewal term(s) granted under the Ground Lease in trust for the Mortgagee, and will assign and sell the same as the Mortgagee may direct, but subject to the Mortgagor's rights under this Mortgage;
 - (h) If the Mortgagor refuses or neglects to cause the Ground Lease to be renewed, the Mortgagee may (but is not required to) from time to time make any such renewal in its own name or otherwise; and
 - (i) Where, at any time before the full performance of all obligations of the Mortgagor under this Mortgage, the Mortgagor from time to time acquires a leasehold estate in lands adjacent to the Lands or acquires a fee simple estate to all or any part of the Lands, the Mortgagor hereby agrees and undertakes to, and shall promptly mortgage that leasehold estate or fee simple estate, as the case may be, to the Mortgagee.
5. The Mortgagor further covenants with the Mortgagee that the Mortgagor shall:
- (a) fulfil or comply with such additional terms, conditions and covenants, if any, as are contained in the Commitment Letter, as may be amended or replaced from time to time; and
 - (b) provide to the Mortgagee upon request, from time to time, evidence that the annual property taxes in respect of the Lands have been paid and are current.
6. The Mortgagor shall not, without the prior written consent of the Mortgagee, sell, remove, encumber or otherwise dispose of any part of the Lands or:
- (a) machinery, equipment and chattels situated on the Lands, other than in the ordinary course of business; nor
 - (b) fixtures forming part of the Lands.
7. Unless permitted under the Commitment Letter, there shall be no right or privilege to the Mortgagor to prepay any amount of the Principal secured hereunder without the prior written consent of the Mortgagee.
8. The Mortgagor shall pay, as they fall due, all rents, utilities, taxes, rates, liens, charges, encumbrances, claims, contributions, damages and assessments which are now or may hereafter be imposed, charged or levied upon the Mortgagor, or on the Lands, or on the Ground Lease, or

on this Mortgage, or on the Mortgagee in respect to this Mortgage; and upon the request of the Mortgagee from time to time, the Mortgagor shall produce (following a written request of the Mortgagee therefor (acting reasonably)) and for the Mortgagee's inspection, receipted bills with regard to the said payments, or such other proof as the Mortgagee may require, at the Mortgagor's expense, that all such payments have been made in full.

9. All erections, buildings, improvements and chattels, fixed or otherwise, now or hereafter placed upon the Lands (including and without limiting the generality of the foregoing, all fences, aerials, heating, lighting, ventilating and air conditioning apparatus, elevators and machinery, whether moveable or stationary with the proper usual and necessary gear, connections and appliances, gas pipes, wiring and all gas, plumbing and electrical fixtures and fittings, cooling and refrigeration equipment, radiators, and covers, fixed mirrors, window blinds, fitted blinds, storm doors, storm windows, window screens, shutters, awnings, all wall to wall floor covering, all growing vegetation, all farm machinery, and irrigation systems, fixed or otherwise) are and shall, in addition to the other fixtures thereon, be and become or be considered to be fixtures, and form part of or be deemed to form part of the Lands and of the security taken hereunder.
10. Upon the occurrence of any event of default that is continuing and that has not been either cured or waived in accordance with the provisions of the Commitment Letter any or all security granted hereby will, at the option of the Mortgagee but following the giving of any notice to the Mortgagor of the Mortgagee's intention to exercise any such rights which may be required by law, become immediately enforceable, and in addition to any right or remedy provided by law, the Mortgagee will have the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently or both:
 - (a) Notwithstanding any other provision hereof, the whole of the amounts secured under this Mortgage shall, at the option of the Mortgagee, become due and payable.
 - (b) The Mortgagee, at its sole option, may on behalf of the Mortgagor and at the sole cost and expense of the Mortgagor and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed, any of such covenants, agreements, provisos or stipulations with respect to which default has occurred and for such purpose to make such payments as are contemplated herein, and all monies expended by the Mortgagee for any such purpose shall be payable on demand by the Mortgagor to the Mortgagee, and if not demanded or if not paid forthwith on demand, shall attract interest at the highest rate then payable by the Mortgagor to the Mortgagee under the Commitment Letter, and shall be a charge upon the Lands prior to all claims thereon subsequent to this Mortgage; provided however that nothing herein contained shall be deemed to hold the Mortgagee responsible for and the Mortgagee shall not be responsible for any loss arising out of its observance or performance of its agents' or employees' observance of any such covenants, agreements, provisos or stipulations.
 - (c) The Mortgagee shall be entitled (in addition and without prejudice to all its other rights and privileges) forthwith to apply for and obtain the appointment of a receiver or manager, or receiver and manager, (hereinafter referred to as "Receiver") of the Lands and of the rents, issues and profits thereof without the necessity of first exercising its right to enter into possession and every such Receiver shall be deemed the agent of the Mortgagor. The Mortgagor shall be solely responsible for the acts or defaults of the Receiver and the Receiver shall have power to demand, recover and receive all the income of the property of which he may be appointed Receiver by action, distress or otherwise, either in the name of the Mortgagor or the Mortgagee, and give receipts

therefor. Every such Receiver may by writing at the discretion of the Mortgagee be vested with any or all of the powers and discretion of the Mortgagee herein contained and such Receiver may complete or carry on the business of the Mortgagor relating to the Lands or any part thereof and may exercise all the powers conferred upon the Mortgagee hereby. If the Receiver is removed, dies or refuses to act or becomes incapable of acting, a new Receiver may be appointed from time to time by the Mortgagee in writing under the hand of any authorized solicitor or agent as aforesaid. The Mortgagee may from time to time fix the remuneration of every such Receiver and may recompense every such Receiver for all disbursements properly incurred by him in carrying out his duties and fees and such payments shall be a charge upon the Lands, payable on demand and shall bear interest at the highest rate then payable by the Mortgagor to the Mortgagee under the Commitment Letter, but the Mortgagee shall not be deemed to be a mortgagee in possession and shall not be accountable except for the monies actually received by it and the person paying money to or in any way dealing with the Receiver shall not be concerned to inquire whether any event has happened to authorize the Receiver to act. Subject to the retention of his remuneration and disbursements as aforesaid, the Receiver shall apply all monies received by him in such order or priority as the Mortgagee may from time to time at its option direct in writing.

- (d) The Mortgagor does hereby grant full power, right and license to the Mortgagee to enter, seize and distress upon the Lands or any part thereof, and by distress warrant to recover by way of rent, as in the case of demise of the Lands, as much of the outstanding balance secured under this Mortgage as shall from time to time be and remain in arrears or unpaid, together with all costs, charges or expenditures attending such levy or distress.
- (e) The Mortgagee may sell or dispose of the Lands with or without entering into possession of the same, without any notice whatsoever, unless the giving of notice shall be required by law, in which event, notice shall be given to such persons and in such manner and form and within such time as required by law. All the rights, powers and privileges granted to or conferred upon the Mortgagee under and by virtue of any statute, or by this Mortgage, may be exercised. The Mortgagee may sell, transfer and convey any part of the Lands on such terms of credit or part cash and part credit, secured by contract or agreement for sale or mortgage or otherwise, as shall to the Mortgagee appear to be most advantageous, and for such prices as can reasonably be obtained therefor. In the event of a sale on credit or for part cash and part credit, whether by way of contract for sale or by conveyance or transfer and mortgage, the Mortgagee is not to be accountable for or charged with any monies until the same shall be actually received by it in cash, and sales may be made from time to time of parts of the Lands to satisfy interest or parts of the Liabilities overdue, as the Mortgagee deems appropriate, leaving the Liabilities or part thereof to run with interest payable as aforesaid. The Mortgagee may make stipulations as to title or evidences of title, or otherwise, as the Mortgagee shall deem proper, and that the Mortgagee may vary or rescind any contract or sale made by virtue of these presents and may buy in and resell the Lands or any part thereof, either by private sale or public auction, without being responsible for any loss or deficiency on resale or expense occasioned thereby, and may sell on such terms as to cash or credit or otherwise as to it shall seem appropriate and for any such purposes the Mortgagee may make and execute all agreements and assurances that the Mortgagee shall deem advisable or necessary.
- (f) Without limiting any other remedy which the Mortgagee may have under this Mortgage, in the event that the Mortgagor is in default in the observance or performance of any of the terms or conditions of the Ground Lease, and if the default is susceptible of being

cured by the Mortgagee, the Mortgagee may at its option (but it shall not be obligated to) cure such default and otherwise perform the covenants and obligations on behalf of the Mortgagor and all costs and expenses incurred by the Mortgagee in such curing or performance, together with interest at the aforesaid rate shall be immediately due and payable by the Mortgagor and until paid shall be secured by this Mortgage. For the purpose of curing any default as aforesaid, the Mortgagee shall have the right at any time to enter upon and occupy the Lands and any improvements erected thereon. No such right of payment or performance by the Mortgagee shall prevent it from exercising any right it may have hereunder. Furthermore, nothing herein shall prevent or in any way interfere with any right the Mortgagee or its nominee may have to attorn to the lessor under the Ground Lease directly or otherwise become lessee of the Lands by agreement or arrangement with the lessor or with any right or charge of the Mortgagee in or upon the lessor's remainder interest in the Lands.

- (g) The Mortgagee may assign the Ground Lease and sell the last day of the term(s) granted by the Ground Lease and/or remove the Mortgagor or any other persons from being a trustee of the last day of the term of the Ground Lease and appoint a new trustee or trustees in its place. The Mortgagor will (i) at the Mortgagee's request and at the Mortgagor's cost, sell and assign to the Mortgagee (or any person appointed by the Mortgagee) the last day of the term of the Ground Lease or any renewal term, and (ii) in the event of any sale by the Mortgagee as contemplated under this Mortgage, hold such last day in trust for the purchaser (as well as the purchaser's heirs, executors, administrators, successors and assigns).
11. The Mortgagee may, at any time or times after default, waive such default, but the waiver of one or more defaults, under this Mortgage shall not be construed as a waiver of any subsequent or other default. No extension of time or consent to alteration in interest rate or principal repayments, or monthly instalments given by the Mortgagee to the Mortgagor or its assigns, or anyone claiming under them, or other dealing by the Mortgagee with the owner of the equity of redemption in the Lands, shall prejudice or affect the rights of the Mortgagee herein or in any other document reserved.
12. The Mortgagor hereby attorns to and becomes tenant of the Mortgagee for the Lands at a yearly rental equivalent to the annual interest payable and secured herewith, to be paid in the manner and on the days and times appointed for the payment of the said interest as set out in the Commitment Letter. On payment thereof, the same shall be taken to be, and shall be in satisfaction of the said interest. Nothing done under this clause shall make the Mortgagee chargeable or accountable as Mortgagee in possession. The Mortgagee may at any time after the security constituted hereby becoming enforceable in payment or performance of any covenant or condition hereunder enter into and upon the Lands, or any part thereof, and determine the tenancy thereby created, without giving any notice to quit.
13. The Mortgagee may in its discretion release the Mortgagor or anyone claiming under it or any other person or persons liable for any outstanding balance secured under this Mortgage, or surrender, release, or abandon or omit to perfect or enforce any securities, remedies or proceedings which the Mortgagee may now or hereafter hold, take or acquire, and the Mortgagee may release any part or parts of the Lands either with or without thereby releasing any other part of the Lands or any other security held by the Mortgagee or any person from this Mortgage and from any of the covenants herein contained or contained in any other security.

14. Neither execution nor registration nor acceptance of this Mortgage, nor the advance of part of the monies hereby secured, nor anything else shall bind the Mortgagee to advance the entire sum of any unadvanced portion thereof, but nevertheless, this Mortgage shall take effect forthwith upon the execution hereof, and if all monies or any part thereof shall not be advanced at the date hereof, or is advanced at any future date or dates, that amount of such advance when so made shall be secured hereby and repayable with interest as provided herein.
15. Except as permitted in the Commitment Letter, the Mortgagor shall not cause, suffer or allow any encumbrances or instruments to be charged against the Lands of which notice thereon does not presently appear, nor the Ground Lease and with respect to any and all existing encumbrances and instruments, provided that monies may be advanced by the Mortgagee under the security hereof, in the payment of any claim, charge or encumbrance against the Lands, and in which event, the Mortgagee may, at its option, be subrogated to all the rights of and stand in the position of and be entitled to all of the rights of the person or persons entitled to such charge, encumbrance or instrument, and the decision of the Mortgagee as to the validity or amount of any advance or disbursements made under this Mortgage and of any claim so paid off shall be final and binding upon the Mortgagor.
16. The Mortgagor shall not be entitled to a full or partial discharge of this Mortgage unless and until the Mortgagor has kept and performed all of the covenants, provisos, agreements and stipulations herein contained, whether the Mortgagee has taken legal proceedings thereon and recovered judgement or otherwise. The Mortgagee shall have a reasonable time after payment of the amount secured hereunder within which to prepare or have prepared an executed discharge of this Mortgage, and the interest aforesaid shall continue to run and accrue until actual payment in full has been received by the Mortgagee. All legal and other expenses for the preparation and execution of such discharge shall be borne by the Mortgagor.
17. This Mortgage may be renewed or an extension of time for the payment of the outstanding balance secured under this Mortgage granted, at the option of the Mortgagee, on such terms and conditions as the Mortgagee may, in its sole discretion, deem appropriate. Any agreement for the renewal of this Mortgage or for the extension of time for payment of the outstanding balance secured under this Mortgage, or any part thereof, and any increase in interest rate or other burden on the part of the Mortgagor to be observed or performed hereunder as part of such agreement, need not be registered in the applicable Land Titles Office in the Province of Alberta, but shall be effective and binding upon the Mortgagor and upon all persons claiming through or under the Mortgagor or persons claiming any interest in the Lands or any part thereof when deposited in or held in the offices of the Mortgagee, either in the Province of Alberta, or elsewhere.
18. The Mortgagee shall not be deemed a Mortgagee in possession by reason of the granting of this Mortgage or the exercise by the Mortgagee of any of the rights or remedies herein granted or reserved.
19. All reasonable fees, charges, costs and expenses levied or charged by any solicitors (on a solicitor and own client, full indemnity, basis) or inspectors retained by or on behalf of the Mortgagee for the preparation, taking, registration, maintenance, amendment, protection or enforcement of this Mortgage and any other securities that may be taken by the Mortgagee in addition to, by way of renewal, or in substitution for any present or future bill of exchange, promissory note, obligation or security evidencing the indebtedness hereby secured or any part thereof and any matters or proceedings preliminary to or relating to expropriation of part or all of the Lands, and all the Mortgagee's administrative costs that arise as a result of default hereunder shall be payable by the Mortgagor to the Mortgagee on demand, and if not demanded or if not paid forthwith on demand

shall be added to the amount secured hereunder and be forthwith paid by the Mortgagor to the Mortgagee, with interest at the highest rate then payable by the Mortgagor to the Mortgagee under the Commitment Letter and shall be a charge upon the Lands.

20. The Mortgagor covenants with the Mortgagee that the Mortgagor shall observe and perform each and every one of the covenants and provisions required to be observed and performed under or pursuant to the terms of this Mortgage. Should any one or more of the provisions of this Mortgage be determined to be illegal or unenforceable or otherwise invalid, at the option of the Mortgagee, the same shall be severed but all other provisions shall nevertheless remain effective. The taking of a judgement or judgements on any of the covenants or agreements herein contained shall not operate as a merger of such covenants or agreements or affect the Mortgagee's right to interest at the rate and times aforesaid, and any such judgement shall provide that interest thereon shall be computed at the same rate and in the same manner as herein provided until the said judgement has been fully paid and satisfied. Neither the granting of this Mortgage nor any proceedings taken hereunder or with respect hereto or under any securities or evidences of securities taken by the Mortgagee, nor any judgment obtained in such proceeding, shall operate as a merger of the Liabilities or of any simple contract debt or in any way suspend payment of, affect or prejudice the rights, remedies or powers, legal or equitable, which the Mortgagee may hold in connection with the Liabilities and any securities which may be taken by the Mortgagee in addition to, by way of renewal of, or in substitution for any present or future bill, promissory note, obligation or security evidencing the Liabilities or a part thereof, or be deemed a payment or satisfaction of the Liabilities or any part thereof or merger therein and any right reserved to the Mortgagee under any document may be exercised by the Mortgagee concurrently or consecutively with or to any other rights reserved to it.
21. Except as otherwise permitted hereby, all monies hereby secured with interest accrued thereon shall forthwith, at the Mortgagee's option, become due and payable if the Mortgagor sells, conveys or transfers or otherwise disposes of any part of the Lands hereby mortgaged, or enters into any agreement to sell, convey, transfer or otherwise dispose of or lose title thereto and such actions on the part of the Mortgagor shall constitute default herein.
22. The Mortgagor agrees with the Mortgagee that, if the Mortgagor defaults in the payment of the Liabilities or any interest under any charge, instrument or encumbrance having priority over this Mortgage or default in the observance or performance of any of the covenants, terms provisos or conditions therein contained, the Principal hereby secured shall, at the option of the Mortgagee, forthwith become due and payable, and the Mortgagee may exercise all the rights and powers of the Mortgagee as if the Mortgagor has defaulted under this Mortgage. The Mortgagor acknowledges and agrees to extend the limitation period provided in the Limitations Act, as amended, such that the Mortgagee may bring an action arising out of this Mortgage, regardless of form, at any time prior to the expiration of six years after the cause of action has arisen.
23. Wherever the singular number or masculine gender is used in this instrument, the same shall be construed as including the plural and feminine and neuter respectively, where the fact or context so requires. The covenants, agreements and stipulations and provisos herein stated shall be in addition to those granted or implied by statute. The covenants, agreements and stipulations and provisos herein stated shall be in addition to those granted or implied by statute. The Mortgagee may assign, in whole or in part, the debt secured hereunder, this Mortgage and any security collateral hereto.

24. The recitals and schedules hereto are included in and form an integral part of this Mortgage. This Mortgage together with the Commitment Letter constitutes the whole agreement between the Mortgagor and Mortgagee relating to the subject matter contained herein.
25. Default by the Mortgagor under this Mortgage shall constitute a default under every other present and future mortgage or agreement granted by the Mortgagor to the Mortgagee and default under any other present or future mortgage or agreement granted by the Mortgagor to the Mortgagee shall constitute a default hereunder. No remedy herein conferred on or reserved to the Mortgagee is intended to be exclusive of any other remedy or remedies hereunder or under any security collateral hereto, and each and every such remedy shall be in addition to every other remedy given hereunder or under any security collateral hereto or now or hereafter existing at law or in equity or by statute. Every power and remedy given by this Mortgage to the Mortgagee may be exercised from time to time as often as may be deemed expedient by the Mortgagee.
26. The face amount of this Mortgage shall be deemed to be owing hereunder and the lien and charge hereby created shall take effect forthwith upon the execution hereof and shall be a continuous lien and charge for the full amount of the Principal, interest and other charges as herein set forth, notwithstanding that the actual balance owing may be fluctuating and even may, from time to time and at any time, be or have been reduced to a nil balance and notwithstanding that monies advanced may have been repaid and that further advances may have been made to or to the order of the Mortgagor or in respect of which the Mortgagor is liable. This Mortgage may be held by the Mortgagee as general and collateral security for any and all debts and obligations of the Mortgagor to the Mortgagee from time to time, whether to secure a current or running account or a revolving line of credit pursuant to section 104 of the *Land Titles Act* of Alberta, as amended, and whether such debt and obligation is direct or indirect, absolute or contingent, matured or not, whether the Mortgagor is or becomes indebted or obligated to the Mortgagee as principal or surety.
27. The Mortgagor irrevocably assigns to the Mortgagee all present and future leases, subleases and licenses of occupation and all offers for leases, sublease and licenses of occupation the Mortgagor may grant to others, including all renewals, amendments or replacements therefore of every kind (in this paragraph, individually called a "Lease" and collectively called the "Leases") in respect of the Lands and all rents, deposits and other monies (the "Rents") now due and payable or to become due and payable under every Lease, with (upon the security constituted hereby becoming enforceable) full power and authority to, among other things, demand, sue for, receive and give receipts for the same and to enforce payment and performance of all the Leases in the name of, and as agent for, the Mortgagor; and the Mortgagor acknowledges that:
- (a) although this is a present assignment of Leases and Rents, the Mortgagee shall not exercise its rights in respect thereto until the security constituted hereby has become enforceable and, at the Mortgagee's option, decides to exercise such against the Leases and Rents; and
 - (b) the Mortgagee is not responsible for collecting any Rents or performing any terms under any Lease and shall only be liable to account for monies which actually come into its hands by virtue of the assignment of Rents contained herein, after deduction of all costs and charges (including legal fees as between a solicitor and his own client on a full indemnity basis) to which the Mortgagee may be put in respect of the assignment of Rents and all monies received by the Mortgagee shall be applied on account of any part of the Liabilities.

28. The indebtedness hereby secured shall be paid and be assignable free from any equities between the Mortgagor and the Mortgagee or any set-off or counterclaim. The receipt by the Mortgagee for the payment of such monies will be a good discharge to the Mortgagor for the same.
29. Upon the security constituted hereby becoming enforceable, the Mortgagor hereby irrevocably appoints the Mortgagee to be the lawful attorney of the Mortgagor in the name and on behalf of the Mortgagor to execute and do any and all deeds, transfers, conveyances, assignments, assurances and things which the Mortgagor ought to execute and do under the covenants and provisions herein contained and generally to use the name of the Mortgagor in the exercise of any or all the powers hereby conferred upon the Mortgagee. The Mortgagor irrevocably appoints each officer of the Mortgagee (with power of substitution) to be the Mortgagor's attorney so long as this Mortgage is effective to permit the Mortgagee, upon the security constituted hereby becoming enforceable, to execute any document or do any act or thing relating to the Ground Lease that the Mortgagee is permitted or the Mortgagor is required to execute or do under the Mortgage.
30. The Mortgagee, in its discretion and with or without notice to or the consent of the Mortgagor, may enter into an agreement with anyone who has assumed this Mortgage to grant an extension of time, to change the rate of interest, to alter, in any way, the terms of payment of this Mortgage or take any additional security and such agreement need not be registered against the title to the Lands. The agreement shall be binding upon and take priority as against the Mortgagor, its assignees, and all subsequent mortgagees, encumbrancers or other parties claiming an interest in or charge against the Lands. The Mortgagee may waive the performance of any covenants herein and may compound with or release the Mortgagor or anyone claiming under the Mortgagor or any other person or persons liable hereunder or surrender, release or abandon or omit to perfect or enforce any security, remedies or proceedings which the Mortgagor may now or hereafter hold or have and may take, acquire or discharge, either with or without penalty, part or all of the Lands and may apply all monies received from the Mortgagor or others or from any security on such part of the monies hereby secured as the Mortgagee may think best, without prejudice to or in any way limiting or lessening the liability of the Mortgagor, any surety, guarantor or any other person liable for payment. The Mortgagee shall incur no liability to any person by reason of anything aforesaid, and any agreement or liability aforesaid shall continue in full force as long as any Liabilities remain unpaid, but the Mortgagee shall not be bound to exhaust its recourse against the Mortgagor or other parties, or the security it may hold, before being entitled to payment from any surety or guarantor of the amount secured hereby.
31. All notices, requests, demand, pleadings, judicial documentation and any other communications required to be served or given by the terms of this Mortgage or by the *Rules of Court* of Alberta, the *Judicature Act* of Alberta or any successor legislation, as a result of a default by the Mortgagor, including but not restricted to any statement of claim issued by the Mortgagee or a Mortgagee's notice of motion requesting enforcement of its rights hereunder (in this paragraph called the "Notice"), shall be sufficiently served either personally or by prepaid registered mail addressed to the party to whom the Notice is to be given at the address herein set forth. The Notice shall be conclusively deemed to have been received by the addressee three (3) business days after mailing thereof as aforesaid, provided that, in the case of any real or reasonably apprehended interruption of the mails, service may be by facsimile or other operative form of electronic written communication (in which case, the addressee shall be conclusively deemed to have received the same on the day upon which, in the ordinary course of such telecommunication, the same would have been received). Notice may be duly served on the Mortgagor by leaving the same at the Mortgagor's address. The address for the parties for the purposes hereof shall be firstly, if to the Mortgagor, the address identified for notice with respect to the Lands in the

records of the applicable Land Titles Office in the Province of Alberta and secondly, if to the Mortgagee, the address stated on the first page hereof, or at such other address as either party may previously have specified by written notice. No want of notice or publication when required by this Mortgage or by any statute nor any impropriety nor irregularity shall invalidate any sale made or proceedings taken or purported to be made or taken pursuant to this Mortgage.

32. This Mortgage shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of each and every party hereto. This Mortgage shall be governed by and construed in accordance with the laws of the province of Alberta and the laws of Canada applicable therein. The Mortgagor hereby irrevocably and unconditionally attorns to the exclusive jurisdiction of the courts of the Province of Alberta and all courts competent to hear appeals therefrom.
33. If the Commitment Letter ceases to be of effect, but Liabilities continue to remain owing, this Mortgage shall continue in full force and effect without regard to the Commitment Letter. In the event of any conflict between the provisions of this Mortgage and the provisions of the Commitment Letter, the Mortgagee may elect which provision shall prevail.
34. The Mortgagor consents to the Mortgagee, being a credit granting corporation, conducting a name search pursuant to section 17 of the *Land Titles Act*, as amended.
35. The principle of deemed reinvestment shall not be applicable to or apply to any interest calculations pursuant hereto or in connection herewith.
36. Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein which are not otherwise defined shall have the meaning provided in the Commitment Letter.
37. The Mortgagor confirms that it is mortgaging and subleasing the Lands to the Mortgagee for and during the unexpired residue of the Ground Lease, as the case may be, (except the last day of the Ground Lease) and every other estate, term, right of renewal and other interest of the Mortgagor in the Ground Lease. The Mortgagor confirms that it is also mortgaging its interest in all present and future licenses of occupation in any way related to the Lands.
38. To better secure the Mortgagee with respect to the repayment (in the manner aforesaid) of the outstanding balance secured (including principal and interest) under this Mortgage, the Mortgagor hereby mortgages to the Mortgagee all of the Mortgagor's estate and interest in the Lands.

IN WITNESS WHEREOF the Mortgagor has executed this Mortgage this 25 day of May, 2017.

GEMINI CORPORATION

Per:  c/s

Name: Chris Podolsky
Title: Chief Financial Officer

Per: _____

Name:
Title:

SCHEDULE "A"

THE LANDS

1. A leasehold estate granted by 1735465 Alberta Ltd., as lessor, for a term of 1 year and 10 months under and by virtue of a lease in writing dated the 27th day of February, 2017, as may be amended, in respect of those lands and premises as more particularly referred to therein, which lands and premises form a part of the lands legally described as:

PLAN 1524241
BLOCK 1
LOT 9
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 3.92 HECTARES (9.69 ACRES) MORE OR LESS

2. A leasehold estate granted by 1735465 Alberta Ltd., as lessor, for a term of 7 years and 9 months under and by virtue of a lease in writing dated the 3rd day of September, 2015, as may be amended, in respect of those lands and premises as more particularly referred to therein, which lands and premises form a part of the lands legally described as:

PLAN 9723019
LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 2.84 HECTARES (7.02 ACRES) MORE OR LESS

- and -

PLAN 9721618
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 2.43 HECTARES (6 ACRES) MORE OR LESS

3. A leasehold estate granted by 1735465 Alberta Ltd., as lessor, for a term of 10 years and 13 days under and by virtue of a lease in writing dated the 18th day of June, 2013, as amended, and as may be further amended, in respect of those lands and premises as more particularly referred to therein, which lands and premises form a part of the lands legally described as:

PLAN 1524241
BLOCK 1
LOT 11
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 2.97 HECTARES (7.34 ACRES) MORE OR LESS

- and -

PLAN 1524241
BLOCK 1
LOT 10
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 9.47 HECTARES (23.4 ACRES) MORE OR LESS

The aforementioned leases as well as any lease(s) that may be entered into in replacement or renewal of such lease(s), and as the same may be amended, modified, substituted, renewed or replaced from time to time, are collectively called the "Lease".

AFFIDAVIT OF EXECUTION

I, _____ of _____, in the Province of Alberta MAKE OATH AND SAY:

1. That I was personally present and did see _____ who is known to me be the person named in the within (or annexed) instrument, duly sign the instrument;

or

I was personally present and did see _____ who, on the basis of the identification provided to me, I believe to be the person named in the within (or annexed) instrument, duly sign the instrument;

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

3. That I know the said _____, and he/she is in my belief of the full age of eighteen years.

SWORN before me at the _____)
of _____ in the Province of Alberta)
this ___ day of _____, 2017)

A Commissioner for Oaths in and for
the Province of Alberta

AFFIDAVIT OF EXECUTION

I, _____ of _____, in the Province of Alberta MAKE OATH AND SAY:

1. That I was personally present and did see _____ who is known to me be the person named in the within (or annexed) instrument, duly sign the instrument;

or

I was personally present and did see _____ who, on the basis of the identification provided to me, I believe to be the person named in the within (or annexed) instrument, duly sign the instrument;

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

3. That I know the said _____, and he/she is in my belief of the full age of eighteen years.

SWORN before me at the _____)
of _____ in the Province of Alberta)
this ___ day of _____, 2017)

A Commissioner for Oaths in and for
the Province of Alberta

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, _____ of _____ in the Province of Alberta, MAKE OATH AND SAY:

1. I am an officer or director of Gemini Corporation named in the within or annexed instrument.
2. I am authorized by Gemini Corporation to execute the instrument without affixing a corporate seal.

SWORN before me at the _____)
of _____ in the Province of Alberta)
this ___ day of _____, 2017)

A Commissioner for Oaths in and for
the Province of Alberta

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, _____ of _____ in the Province of Alberta, MAKE OATH AND SAY:

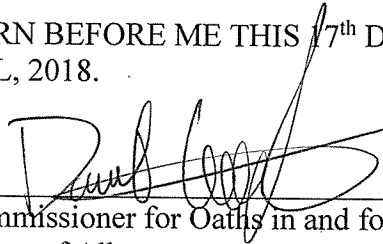
1. I am an officer or director of Gemini Corporation named in the within or annexed instrument.
2. I am authorized by Gemini Corporation to execute the instrument without affixing a corporate seal.

SWORN before me at the _____)
of _____ in the Province of Alberta)
this ___ day of _____, 2017) _____

A Commissioner for Oaths in and for
the Province of Alberta

THIS IS EXHIBIT "G" REFERRED TO IN
THE AFFIDAVIT OF **TRINA HOLLAND**.

SWORN BEFORE ME THIS 17th DAY OF
APRIL, 2018.

A handwritten signature in black ink, appearing to read "David LeGeyt", written over a horizontal line.

A Commissioner for Oaths in and for the
Province of Alberta

David LeGeyt
Barrister & Solicitor

Search ID#: Z10100426

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

29 10015 103 AVENUE
EDMONTON, AB T5J 0H1

Party Code: 50073881
Phone #: 780 429 5969
Reference #:

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Business Debtor Search For:

GEMINI CORPORATION

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#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 12102204184

Registration Type: SECURITY AGREEMENT

Registration Date: 2012-Oct-22

Registration Status: Current

Expiry Date: 2022-Oct-22 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

17091130115

Renewal

2017-Sep-11

Debtor(s)

Block

Status

1 GEMINI CORPORATION
400, 839 - 5TH AVENUE S.W.
CALGARY, AB T2P3C8

Current

Secured Party / Parties

Block

Status

1 EMKAY CANADA LEASING CORP.
212 MERIDIAN RD. NE
CALGARY, AB T2A 2N6

Current

Block

Status

2 EMKAY CANADA LEASING CORP.
3109 BLOOR STREET. W.
TORONTO, ON M8X 1E2

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	3D6WU7CL6BG593742	2011	DODGE RAM 5500 CREW	MV - Motor Vehicle	Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 12102204209

Registration Type: SECURITY AGREEMENT

Registration Date: 2012-Oct-22

Registration Status: Current

Expiry Date: 2022-Oct-22 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

17091129986

Renewal

2017-Sep-11

Debtor(s)

<u>Block</u>		<u>Status</u>
1	GEMINI CORPORATION 400, 839 - 5TH AVENUE S.W. CALGARY, AB T2P3C8	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	EMKAY CANADA LEASING CORP. 212 MERIDIAN RD. NE CALGARY, AB T2A 2N6	Current

<u>Block</u>		<u>Status</u>
2	EMKAY CANADA LEASING CORP. 3109 BLOOR STREET. W. TORONTO, ON M8X 1E2	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	3D6WU7CL7BG597511	2011	DODGE 5500 REG CAB	MV - Motor Vehicle	Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 13032831262

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Mar-28

Registration Status: Current

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

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 GEMINI CORPORATION
400-839 5TH AVE SW
CALGARY, AB T2P1C8

Current

Secured Party / Parties

Block

Status

1 ROYNAT INC.
SUITE 1500, 4710 KINGSWAY ST.
BURNABY, BC V5H 4M2

Current

Collateral: General

Block

Description

Status

1 COPIER(S) 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 AND A RIGHT TO AN INSURANCE
PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS
OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 13032832597

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Mar-28

Registration Status: Current

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

Exact Match on: Debtor

No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	GEMINI CORPORATION 400-839 5TH AVE SW CALGARY, AB T2P3C8	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	ROYNAT INC. SUITE 1500, 4710 KINGSWAY ST. BURNABY, BC V5H 4M2	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COPIER(S) 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 AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL	Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 13041823146

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-18

Registration Status: Current

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

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	GEMINI CORPORATION 400, 839 - 5TH AVENUE S.W. CALGARY, AB T2P3C8	Current
---	--	---------

Secured Party / Parties

Block

Status

1	EMKAY CANADA LEASING CORP. 212 MERIDIAN RD. NE CALGARY, AB T2A 2N6	Current
---	--	---------

Block

Status

2	EMKAY CANADA LEASING CORP. 3109 BLOOR STREET. W. TORONTO, ON M8X 1E2	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	1GC1KXCG0DF207281	2013	CHEVROLET 2500HD CREW CAB	MV - Motor Vehicle	Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 13041823173

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-18

Registration Status: Current

Expiry Date: 2023-Apr-18 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

18032724363

Renewal

2018-Mar-27

Debtor(s)

<u>Block</u>		<u>Status</u>
1	GEMINI CORPORATION 400, 839 - 5TH AVENUE S.W. CALGARY, AB T2P3C8	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	EMKAY CANADA LEASING CORP. 212 MERIDIAN RD. NE CALGARY, AB T2A 2N6	Current

<u>Block</u>		<u>Status</u>
2	EMKAY CANADA LEASING CORP. 3109 BLOOR STREET. W. TORONTO, ON M8X 1E2	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	1GC1KXCG7DF205429	2013	CHEVROLET 2500HD CREW CAB	MV - Motor Vehicle	Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 13041823193

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-18

Registration Status: Current

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

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	GEMINI CORPORATION 400, 839 - 5TH AVENUE S.W. CALGARY, AB T2P3C8	Current
---	--	---------

Secured Party / Parties

Block

Status

1	EMKAY CANADA LEASING CORP. 212 MERIDIAN RD. NE CALGARY, AB T2A 2N6	Current
---	--	---------

Block

Status

2	EMKAY CANADA LEASING CORP. 3109 BLOOR STREET. W. TORONTO, ON M8X 1E2	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	1GC1KXCG2DF203832	2013	CHEVROLET 2500HD CREW CAB	MV - Motor Vehicle	Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 13041823257

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-18

Registration Status: Current

Expiry Date: 2023-Apr-18 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

18032724308

Renewal

2018-Mar-27

Debtor(s)

<u>Block</u>		<u>Status</u>
1	GEMINI CORPORATION 400, 839 - 5TH AVENUE S.W. CALGARY, AB T2P3C8	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	EMKAY CANADA LEASING CORP. 212 MERIDIAN RD. NE CALGARY, AB T2A 2N6	Current

<u>Block</u>		<u>Status</u>
2	EMKAY CANADA LEASING CORP. 3109 BLOOR STREET. W. TORONTO, ON M8X 1E2	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	1GC1KXCG1DF206026	2013	CHEVROLET 2500HD CREW CAB	MV - Motor Vehicle	Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 13041823261

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-18

Registration Status: Current

Expiry Date: 2023-Apr-18 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

18032724215

Renewal

2018-Mar-27

Debtor(s)

Block

Status

1 GEMINI CORPORATION
400, 839 - 5TH AVENUE S.W.
CALGARY, AB T2P3C8

Current

Secured Party / Parties

Block

Status

1 EMKAY CANADA LEASING CORP.
212 MERIDIAN RD. NE
CALGARY, AB T2A 2N6

Current

Block

Status

2 EMKAY CANADA LEASING CORP.
3109 BLOOR STREET. W.
TORONTO, ON M8X 1E2

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	3GTP2WE71DG323475	2013	CHEVROLET 1500 CREW CAB	MV - Motor Vehicle	Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 13062835027

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Jun-28

Registration Status: Current

Expiry Date: 2019-Jun-28 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	GEMINI CORPORATION 400, 839 5 AVENUE SW CALGARY, AB T2Z 0G4	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	CANADIAN WESTERN BANK LEASING INC. 300, 5222-130 AVE SE CALGARY, AB T2Z 0G4 Phone #: 403 257 8235 Fax #: 403 257 3974	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	C1319129	2013	PYTHONX SYSTEM	TR - Trailer	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	All present and after acquired personal property that results from the sale, disposition, or other dealings with the collateral described in the schedule attached to the Master Lease Agreement dated JUNE 27, 2013 or the proceeds therefrom including all additions, substitutions, replacements and amounts owing thereunder.	Current
2	All proceeds pursuant to the terms and conditions of the schedule no.321774-1 dated JUNE 27, 2013 to the Master Lease Agreement dated JUNE 27, 2013	Current

Search ID#: Z10100426

3 ONE (1) 2013 PYTHONX STRUCTURAL FABRICATION SYSTEM SN: C1319-129
INCLUDING ALL ADDITIONS AND ATTACHMENTS AS PER BURLINGTON
AUTOMATION QUOTE #Q-3315-R1 DATED MARCH 20/13

Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 13093020763

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Sep-30

Registration Status: Current

Expiry Date: 2018-Sep-30 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	GEMINI CORPORATION 400, 839 - 5TH AVENUE SW CALGARY, AB T2P3C8	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	ROYNAT INC. SUITE 1500, 4710 KINGSWAY ST. BURNABY, BC V5H4M2	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	DIGITAL SYSTEM(S), COPIER(S), FAX(ES), PRINTER(S), SCANNER(S) 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 AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL	Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 13102930046

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Oct-29

Registration Status: Current

Expiry Date: 2018-Oct-29 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	GEMINI CORPORATION 400 839 - 5TH AVENUE S.W. CALGARY, AB T2P3C8	Current
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Secured Party / Parties

Block

Status

1	EMKAY CANADA LEASING CORP. 909 - 17TH AVENUE S.W. SUITE 320 CALGARY, AB T2T 0A4	Current
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Block

Status

2	EMKAY CANADA LEASING CORP. 109 ATLANTIC AVE. SUITE 300 TORONTO, ON M6K 1X4	Current
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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	2GNFLGEK1E6131318	2014	CHEVROLET EQUINOX LT AWD	MV - Motor Vehicle	Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 13121121493

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Dec-11

Registration Status: Current

Expiry Date: 2018-Dec-11 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	GEMINI CORPORATION 400 839 - 5TH AVENUE S.W. CALGARY, AB T2P3C8	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	EMKAY CANADA LEASING CORP. 909 - 17TH AVENUE S.W. SUITE 320 CALGARY, AB T2T 0A4	Current

<u>Block</u>		<u>Status</u>
2	EMKAY CANADA LEASING CORP. 109 ATLANTIC AVE. SUITE 300 TORONTO, ON M6K 1X4	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	3C7WRNBL9EG119546	2014	DODGE 5500 REG CHASS	MV - Motor Vehicle	Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 14032716898

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Mar-27

Registration Status: Current

Expiry Date: 2019-Mar-27 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	GEMINI CORPORATION 400 839 - 5TH AVENUE S.W. CALGARY, AB T2P3C8	Current
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Secured Party / Parties

Block

Status

1	EMKAY CANADA LEASING CORP. 909 - 17TH AVENUE S.W. SUITE 320 CALGARY, AB T2T 0A4	Current
---	---	---------

Block

Status

2	EMKAY CANADA LEASING CORP. 109 ATLANTIC AVE. SUITE 300 TORONTO, ON M6K 1X4	Current
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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	1GC4K0CGXEF153302	2014	CHEVROLET 3500 CREWCAB	MV - Motor Vehicle	Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 14041020477

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Apr-10

Registration Status: Current

Expiry Date: 2019-Apr-10 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	GEMINI CORPORATION 400, 839 - 5TH AVENUE SW CALGARY, AB T2P3C8	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	ROYNAT INC. SUITE 1500, 4710 KINGSWAY ST. BURNABY, BC V5H4M2	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	DIGITAL SYSTEM(S), COPIER(S), FAX(ES), PRINTER(S), SCANNER(S) 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 AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL	Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 14072933079

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Jul-29

Registration Status: Current

Expiry Date: 2019-Jul-29 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	GEMINI CORPORATION 400, 839 - 5TH AVENUE SW CALGARY, AB T2P3C8	Current
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Secured Party / Parties

Block

Status

1	ROYNAT INC. SUITE 1500, 4710 KINGSWAY ST. BURNABY, BC V5H4M2	Current
---	--	---------

Collateral: General

Block

Description

Status

1	DIGITAL SYSTEM(S), COPIER(S), FAX(ES), PRINTER(S), SCANNER(S) 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 AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL	Current
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Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 14101615929

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Oct-16

Registration Status: Current

Expiry Date: 2019-Oct-16 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	GEMINI CORPORATION 100, 839 - 5TH AVENUE SW CALGARY, AB T2P3C8	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	ROYNAT INC. SUITE 1500, 4710 KINGSWAY ST. BURNABY, BC V5H4M2	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	DIGITAL SYSTEM(S), COPIER(S), FAX(ES), PRINTER(S), SCANNER(S) 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 AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL	Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 14102312894

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Oct-23

Registration Status: Current

Expiry Date: 2019-Oct-23 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	GEMINI CORPORATION 180 839 - 5TH AVENUE S.W. CALGARY, AB T2P3C8	Current
---	---	---------

Secured Party / Parties

Block

Status

1	EMKAY CANADA LEASING CORP. 909 - 17TH AVENUE S.W. SUITE 320 CALGARY, AB T2T 0A4	Current
---	---	---------

Block

Status

2	EMKAY CANADA LEASING CORP. 109 ATLANTIC AVE. SUITE 300 TORONTO, ON M6K 1X4	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	1GC1KVEG7FF507954	2015	CHEVROLET SILVERADO 2500	MV - Motor Vehicle	Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 14102312908

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Oct-23

Registration Status: Current

Expiry Date: 2019-Oct-23 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	GEMINI CORPORATION 180 839 - 5TH AVENUE S.W. CALGARY, AB T2P3C8	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	EMKAY CANADA LEASING CORP. 909 - 17TH AVENUE S.W. SUITE 320 CALGARY, AB T2T 0A4	Current

<u>Block</u>		<u>Status</u>
2	EMKAY CANADA LEASING CORP. 109 ATLANTIC AVE. SUITE 300 TORONTO, ON M6K 1X4	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	1GC1KVEG3FF508728	2015	CHEVROLET SILVERADO 2500	MV - Motor Vehicle	Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 14102312999

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Oct-23

Registration Status: Current

Expiry Date: 2019-Oct-23 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	GEMINI CORPORATION 180 839 - 5TH AVENUE S.W. CALGARY, AB T2P3C8	Current
---	---	---------

Secured Party / Parties

Block

Status

1	EMKAY CANADA LEASING CORP. 909 - 17TH AVENUE S.W. SUITE 320 CALGARY, AB T2T 0A4	Current
---	---	---------

Block

Status

2	EMKAY CANADA LEASING CORP. 109 ATLANTIC AVE. SUITE 300 TORONTO, ON M6K 1X4	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	1GC1KVEG9FF507521	2015	CHEVROLET SILVERADO 2500	MV - Motor Vehicle	Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 14102313097

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Oct-23

Registration Status: Current

Expiry Date: 2019-Oct-23 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	GEMINI CORPORATION 180 839 - 5TH AVENUE S.W. CALGARY, AB T2P3C8	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	EMKAY CANADA LEASING CORP. 909 - 17TH AVENUE S.W. SUITE 320 CALGARY, AB T2T 0A4	Current

<u>Block</u>		<u>Status</u>
2	EMKAY CANADA LEASING CORP. 109 ATLANTIC AVE. SUITE 300 TORONTO, ON M6K 1X4	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	3GCUKREC9EG349664	2014	CHEVROLET 1500 CREW 4WD	MV - Motor Vehicle	Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 14102313176

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Oct-23

Registration Status: Current

Expiry Date: 2019-Oct-23 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	GEMINI CORPORATION 180 839 - 5TH AVENUE S.W. CALGARY, AB T2P3C8	Current
---	---	---------

Secured Party / Parties

Block

Status

1	EMKAY CANADA LEASING CORP. 909 - 17TH AVENUE S.W. SUITE 320 CALGARY, AB T2T 0A4	Current
---	---	---------

Block

Status

2	EMKAY CANADA LEASING CORP. 109 ATLANTIC AVE. SUITE 300 TORONTO, ON M6K 1X4	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	3GCUKREC8EG349669	2014	CHEVROLET 1500 CREW 4WD	MV - Motor Vehicle	Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 15031126091

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Mar-11

Registration Status: Current

Expiry Date: 2020-Mar-11 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	GEMINI CORPORATION 180 839 - 5TH AVENUE S.W. CALGARY, AB T2P 3C8	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	EMKAY CANADA LEASING CORP. 909 - 17TH AVENUE S.W. SUITE 320 CALGARY, AB T2T 0A4	Current

<u>Block</u>		<u>Status</u>
2	EMKAY CANADA LEASING CORP. 109 ATLANTIC AVE. SUITE 300 TORONTO, ON M6K 1X4	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	1C6RR7PM0FS572592	2015	DODGE RAM K1500 CREW	MV - Motor Vehicle	Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 16030209078

Registration Type: SECURITY AGREEMENT

Registration Date: 2016-Mar-02

Registration Status: Current

Expiry Date: 2021-Mar-02 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	GEMINI CORPORATION 180 839 - 5TH AVENUE S.W. CALGARY, AB T2P3C8	Current
---	---	---------

Secured Party / Parties

Block

Status

1	EMKAY CANADA LEASING CORPORATION 909 - 17TH AVENUE S.W. SUITE 320 CALGARY, AB T2T 0A4	Current
---	---	---------

Block

Status

2	EMKAY CANADA LEASING CORPORATION 109 ATLANTIC AVE. SUITE 300 TORONTO, ON M6K 1X4	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	JTEBU5JR5G5309043	2016	TOYOTA 4RUNNER SR5	MV - Motor Vehicle	Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 17032240166

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Mar-22

Registration Status: Current

Expiry Date: 2022-Mar-22 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	GEMINI CORPORATION 180 839 - 5TH AVENUE S.W. CALGARY, AB T2P3C8	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	EMKAY CANADA LEASING CORPORATION 909 - 17TH AVENUE S.W. SUITE 320 CALGARY, AB T2T 0A4	Current

<u>Block</u>		<u>Status</u>
2	EMKAY CANADA LEASING CORPORATION 109 ATLANTIC AVE. SUITE 300 TORONTO, ON M6K 1X4	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	1GTHK43KX9F130458	2009	GMC 2500HD CREW CAB	MV - Motor Vehicle	Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 17032240174

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Mar-22

Registration Status: Current

Expiry Date: 2022-Mar-22 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	GEMINI CORPORATION 180 839 - 5TH AVENUE S.W. CALGARY, AB T2P3C8	Current
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Secured Party / Parties

Block

Status

1	EMKAY CANADA LEASING CORPORATION 909 - 17TH AVENUE S.W. SUITE 320 CALGARY, AB T2T 0A4	Current
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Block

Status

2	EMKAY CANADA LEASING CORPORATION 109 ATLANTIC AVE. SUITE 300 TORONTO, ON M6K 1X4	Current
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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	1FMHK8D81CGA22124	2012	FORD EXPLORER XLT	MV - Motor Vehicle	Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 17052322477

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-May-23

Registration Status: Current

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

Exact Match on: Debtor

No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	GEMINI CORPORATION 400, 839 - 5TH AVENUE SW CALGARY, AB T2P 3C8	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	ALBERTA TREASURY BRANCHES SUITE 600, 585 8TH AVENUE SW CALGARY, AB T2P 1G1	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	All present and after-acquired personal property of the Debtor.	Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 17052322509

Registration Type: LAND CHARGE

Registration Date: 2017-May-23

Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 GEMINI CORPORATION
400, 839 - 5TH AVENUE SW
CALGARY, AB T2P 3C8

Current

Secured Party / Parties

Block

Status

1 ALBERTA TREASURY BRANCHES
SUITE 600, 585 8TH AVENUE SW
CALGARY, AB T2P 1G1

Current

Search ID#: Z10100426

Business Debtor Search For:

GEMINI CORPORATION

Search ID #: Z10100426

Date of Search: 2018-Mar-28

Time of Search: 10:24:39

Registration Number: 18030527806

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Mar-05

Registration Status: Current

Expiry Date: 2022-Mar-05 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	GEMINI CORP. 400, 839 -5 AVE SW CALGARY, AB T2P 3C8	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	MERIDIAN ONECAP CREDIT CORP. SUITE 1500, 4710 KINGSWAY BURNABY, BC V5H 4M2	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	DIGITAL SYSTEM(S), SCANNER(S), COPIER(S), FAX(ES), PRINTER(S) 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 AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL	Current

Search ID#: Z10100426

Note:

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

Debtor Name / Address	Reg. #
GEMINI ENGINEERING INC. 700, 5940 MACLEOD TRAIL SW CALGARY, AB T2H 2G4	99121619433
SECURITY AGREEMENT	

Debtor Name / Address	Reg. #
GEMINI ENGINEERING INC. 700, 5940 MACLEOD TRAIL S.W. CALGARY, AB T2H 2G4	99121619714
SECURITY AGREEMENT	

Debtor Name / Address	Reg. #
GEMINI GROUP INC 583 EVERBROOK WAY SW CALGARY, AB T2Y 0E7	15022522539
SECURITY AGREEMENT	

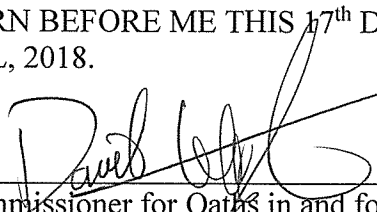
Debtor Name / Address	Reg. #
GO MINI'S P.O. BOX 3231 SHERWOOD PARK, AB T8H2T2	14052623532
SECURITY AGREEMENT	

Debtor Name / Address	Reg. #
GO MINI'S 9704-90TH AVE. MORINVILLE, AB T8R 1K7	14081228691
SECURITY AGREEMENT	

Result Complete

THIS IS EXHIBIT "H" REFERRED TO IN
THE AFFIDAVIT OF **TRINA HOLLAND**.

SWORN BEFORE ME THIS 17th DAY OF
APRIL, 2018.

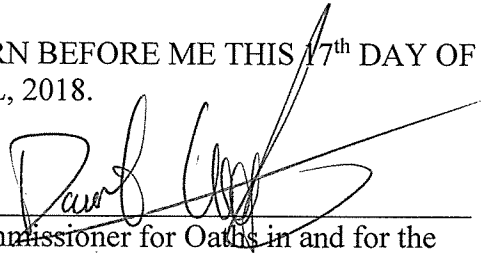


A Commissioner for Oaths in and for the
Province of Alberta

David LeGeyt
Barrister & Solicitor

THIS IS EXHIBIT "I" REFERRED TO IN
THE AFFIDAVIT OF **TRINA HOLLAND**.

SWORN BEFORE ME THIS 17th DAY OF
APRIL, 2018.

A handwritten signature in black ink, appearing to read "David LeGeyt", is written over a horizontal line.

A Commissioner for Oaths in and for the
Province of Alberta

David LeGeyt
Barrister & Solicitor

**Continuing Guarantee
(Including Postponement and Assignment of Claims)**

TO: ALBERTA TREASURY BRANCHES
IN CARE OF:
Suite 600, 585 – 8th Avenue SW
Calgary, Alberta T2P 1G1

IN CONSIDERATION of Alberta Treasury Branches (hereafter sometimes called "ATB " or "you") extending credit to or otherwise dealing or continuing to deal with

GEMINI CORPORATION (hereafter called the "Customer"), the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB, whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or otherwise deal or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you of any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no change, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.
2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action or exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.
3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta) the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).

4. When this guarantee is delivered to a lending officer of ATB, it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement, representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.
5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.
8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.
9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.
10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.
11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitations Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.
12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect

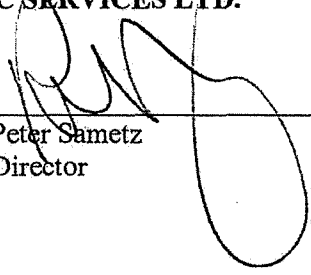
thereto, all of the same being hereby assigned and transferred to you. The undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.
14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.
15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.
16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyers' fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.
17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.
18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of a corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.
19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.
20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.

21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representatives, successors and assigns.
22. **POSTPONEMENT AND ASSIGNMENT OF CLAIMS:** All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefor is hereby assigned to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed this guarantee under seal, this 25 day of May, 2017.

GEMEC SERVICES LTD.

Per:  _____ c/s

Name: Peter Sametz
Title: Director

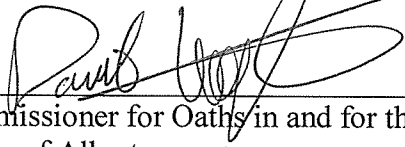


Per: _____
Name:
Title:



THIS IS EXHIBIT "J" REFERRED TO IN
THE AFFIDAVIT OF **TRINA HOLLAND**.

SWORN BEFORE ME THIS 17th DAY OF
APRIL, 2018.

A handwritten signature in black ink, appearing to read "David LeGeyt", written over a horizontal line.

A Commissioner for Oaths in and for the
Province of Alberta

David LeGeyt
Barrister & Solicitor

GENERAL SECURITY AGREEMENT

NON-CONSUMER

TO: Alberta Treasury Branches ("ATB")
Suite 600, 585 – 8th Avenue SW
Calgary, AB T2P 1G1

FROM: Gemec Services Ltd. (the "Debtor")

1. DEFINITIONS

All capitalized terms used in this Agreement and in any schedules attached hereto (as such schedules may be amended or supplemented from time to time) shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* (the "PPSA") of the province or territory referred to in the "Governing Law" section of this Agreement (the "Province") and any regulations issued thereunder.

2. SECURITY INTEREST AND CHARGE

(a) As general and continuing collateral security for the payment and performance of all debts, liabilities and obligations of the Debtor to ATB howsoever arising, both present and future, absolute and contingent, direct and indirect, matured or not, and whether the Debtor be bound alone or jointly or severally with others (the "Indebtedness"), the Debtor hereby assigns and grants to and in favour of ATB:

- (i) security interest and pledge in the personal property of the Debtor selected and referred to in Schedule "A"; and
- (ii) if so selected on Schedule "A" a mortgage by way of a floating charge on any and all present and after-acquired lands, real property, immoveable property, leasehold property and other property, assets and undertaking of the Debtor not subject to the PPSA, including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled;

and in all Proceeds and renewals thereof, Accessions thereto and substitutions therefor (herein collectively called the "Collateral").

(b) The assignments, mortgages, pledges, charges, security interests and floating charges (if applicable) granted hereunder are hereinafter collectively called the "Security Interests". The Debtor warrants and acknowledges to and in favour of ATB that:

- (i) the Debtor has rights in all existing Collateral and the parties intend the Security Interest hereby created in any of the Debtor's existing property which is subject to the PPSA to attach upon execution and delivery hereof;
- (ii) the parties intend the Security Interest created in any of the Debtor's after-acquired property which is subject to the PPSA to attach at the same time as it acquires rights in the after-acquired property; and
- (iii) value has been given.

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- (c) For greater certainty, where the Collateral includes all of the Debtor's present and after-acquired Personal Property, and any of such Collateral is or becomes located on lands or premises leased or subleased by the Debtor, the Collateral includes the Debtor's interest as tenant or lessee under any and all of such leases and subleases of the lands or premises.
- (d) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.
- (e) If the grant of the Security Interest in respect of any contract, lease, agreement to lease, license, permit, approval or intellectual property right would result in the termination or breach of such contract, lease, agreement to lease, license, permit, approval or intellectual property right, then the applicable contract, lease, agreement to lease, license, permit, approval or intellectual property right will not be subject to the Security Interest but will be held in trust by the Debtor for the benefit of ATB and, on exercise by ATB of any of its rights under this Agreement following Default, assigned by the Debtor as directed by ATB.

3. CONTINUOUS INTEREST

The Security Interest hereby created is a continuing charge, and shall secure all Indebtedness notwithstanding that the Indebtedness may be fluctuating and even may from time to time and at any time be reduced to a nil balance, and notwithstanding that monies advanced may be repaid and future advances may be made to or to the order of the Debtor or in respect of which the Debtor is liable. The Security Interest maintains priority for all Indebtedness secured hereby whether incurred or arising before or after the creation or registration of any Encumbrance (as hereinafter defined) and notwithstanding that at any time there may not be any Indebtedness then outstanding.

4. AUTHORIZED DEALING WITH COLLATERAL

Until Default (as hereinafter defined), or until ATB provides written notice to the contrary to the Debtor, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor shall not, without the prior written consent of ATB:

- (a) sell, exchange, lease, transfer or otherwise dispose of any of the Collateral other than inventory being sold, leased or disposed of for fair market value in the ordinary course of the Debtor's business as it is presently conducted and for the purpose of carrying on that business, or
- (b) create, incur or permit to exist any security interest, mortgage, lien, claim, charge or other encumbrance (herein collectively called the "Encumbrances" and individually, an "Encumbrance") upon any of the Collateral whether it would rank or purport to rank in priority to, equally with or behind the Security Interest granted under this Agreement.

Nothing in this Agreement or otherwise creates a postponement or subordination of any priority of ATB in any of the Collateral in favour of any present or future holder of an Encumbrance (including without limitation, a holder of a lease) in any of the Collateral.

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If the Collateral comprises any Investment Property, Chattel Paper, Instrument, Money or Document of Title, the Debtor will, forthwith upon request, deliver the same to ATB and will allow ATB to retain possession of the same. If the Collateral comprises any Investment Property that is a Certificated Security, the Debtor will, upon request, deliver to ATB all Security Certificates relating to such Certificated Security endorsed in blank. If the Collateral comprises any Investment Property that is an Uncertificated Security or a Security Entitlement, the Debtor, on request by ATB, will, or will cause the issuer of such Investment Property to, or will cause the Securities Intermediary that holds such Investment Property to, take all steps as are necessary to give exclusive control (as that term is used in the PPSA) over such Investment Property to ATB on terms and conditions satisfactory to ATB.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants to ATB that:

- (a) the Collateral is owned by the Debtor free of all Encumbrances, save for those Encumbrances agreed to in writing between ATB and the Debtor and those shown on Schedule "A" hereto;
- (b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "**Account Debtor**") and the amount represented by the Debtor to ATB from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor, except for normal cash discounts where applicable;
- (c) as at the date hereof, the description of the Collateral in Schedule "A" and/or Schedule "B" hereto is complete and accurate, and, if so requested by ATB, all serial numbers and vehicle identification numbers affixed to or ascribed to any of the Collateral have been provided to ATB;
- (d) the Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or impair its ability to perform its obligations hereunder, and has full power and authority to grant to ATB the Security Interest created under this Agreement and to execute, deliver and perform all of its obligations under this Agreement;
- (e) this Agreement has been duly executed and delivered by the Debtor and constitutes a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other similar laws of general application affecting creditors' rights generally and by rules of equity limiting enforceability by specific performance;
- (f) there is no provision in any agreement to which the Debtor is a party, nor is there any statute, rule or regulation, or to the knowledge of the Debtor any judgment, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;
- (g) there is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened, against or affecting the Debtor or the Collateral, the adverse determination of

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which might materially and adversely affect the Debtor's business, financial condition or operations or impair the Debtor's ability to perform its obligations hereunder or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;

- (h) the name of the Debtor is accurately and fully set out below, and the Debtor is not nor has it been known by any other name other than as set out below;
- (i) as at the date hereof, the Collateral is located in the Province and such other jurisdictions indicated on Schedule "A" hereto. With respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "A" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all buildings, fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations. For certainty, the Security Interests attach to all personal property Collateral, wherever located, whether or not in jurisdictions indicated on Schedule "A" hereto;
- (j) the Collateral does not consist of Consumer Goods;
- (k) the Collateral, except as previously communicated to ATB in writing, does not consist of Goods that are of a kind that are normally used in more than one jurisdiction; and
- (l) the Debtor's place of business, or if more than one place of business, the Debtor's chief executive office, is located in the Province (unless otherwise advised to ATB in writing).

6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with ATB that:

- (a) the Debtor owns and will maintain the Collateral free of Encumbrances, except those agreed to in writing between ATB and the Debtor and those described in Schedule "A" hereto, or hereafter approved in writing by ATB prior to their creation or assumption, and will defend its title to the Collateral for the benefit of ATB against the claims and demands of all persons;
- (b) the Debtor will maintain the Collateral in good condition and repair and will not allow the value of the Collateral to be materially impaired and will permit ATB or such person as ATB may from time to time appoint to enter into any premises during business hours and on reasonable prior notice (or at such other time as may be reasonably requested by ATB or such person) where the Collateral may be kept to view its condition;
- (c) the Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will furnish access to its books and records at all reasonable times, and will give to ATB any information which it may reasonably require relating to the Debtor's business;
- (d) the Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the Debtor and will punctually pay all debts and obligations to labourers, workers, employees, contractors, subcontractors, suppliers of materials and other creditors which, when unpaid, might under applicable federal,

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provincial, state or other laws have priority over the Security Interest granted by this Agreement;

- (e) the Debtor will punctually make all payments and perform all of its obligations under any contracts under which any material Collateral is held or to which it is subject;
- (f) the Debtor will immediately give notice to ATB of:
 - (i) any change in the location of the Collateral from that specified in Section 5(i) hereof;
 - (ii) the details of any material acquisition or disposition of Collateral (whether authorized by ATB or not), including any additions to or deletions from the listing of serial numbers and vehicle identification numbers specified in Schedule "A" hereto;
 - (iii) any material loss of or damage to Collateral;
 - (iv) the details of any claims or litigation that could adversely affect the Debtor or the Collateral in any material way;
 - (v) any change of its name or of any trade or business name used by it;
 - (vi) any change of its place of business, or if it has more than one place of business, of its chief executive office; and
 - (vii) any merger or amalgamation of the Debtor with any person;

and the Debtor agrees not to effect or permit any of the changes referred to in clauses (i), (ii), (v), (vi) or (vii) above unless all filings have been made and all other actions have been taken that are required or desirable (as determined by ATB) in order for ATB to continue to have a valid and perfected Security Interest in respect of the Collateral at all times following such change;

- (g) the Debtor will insure and keep insured the Collateral (or, in the case of any real property, the buildings located on and constituting part of the Collateral) against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail and other insurable hazards to the extent of its full insurable value, and will maintain all such other insurance as ATB may reasonably require. The loss under the policies of insurance will be made payable to ATB as its interest may appear and will be written by an insurance company approved by ATB on terms reasonably satisfactory to ATB, and the Debtor will provide ATB with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and will deliver to ATB proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proofs and will do all necessary acts to enable ATB to obtain payment of the insurance monies;
- (h) the Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or

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- financial condition or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;
- (i) the Debtor will not remove any of the Collateral from any location specified in Section 5(i) hereof without the prior written consent of ATB;
 - (j) ATB may pay or satisfy any Encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness;
 - (k) ATB and the Debtor may from time to time agree in writing as to affirmative and negative covenants and restrictions to be performed and observed by the Debtor in respect of provision of financial information, payment of dividends, capital expenditures, incurring of additional obligations, reduction of capital, distribution of assets, amalgamation, repayment of loans, lending of money, sale and other disposition of assets and/or such other matters as ATB and the Debtor may think fit, and the Debtor agrees to perform and observe such affirmative and negative covenants and restrictions to the same extent and effect as if the same were fully set forth in this Agreement; and
 - (l) the Debtor will not permit the Collateral constituting personal property to become affixed to real or other personal property (unless the Debtor owns such real or other personal property, and ATB has a Security Interest therein having the same priority as in respect of the Collateral becoming so affixed) without the prior consent of ATB in writing, and will obtain and deliver to ATB such waivers regarding the Collateral as ATB may reasonably request from any owner, landlord or mortgagee of the premises where the Collateral is or may be located.

7. DEFAULT

The happening of any of the following shall constitute default (a "Default") under this Agreement:

- (a) the Debtor fails to pay, when due, the Indebtedness or any part thereof;
- (b) the Debtor fails, when due, to perform any obligation (other than payment of the Indebtedness or any part thereof) to ATB, and such failure, if capable of being cured, is not cured within 5 days of the date the Debtor first knew or should have known of such failure;
- (c) the Debtor fails when due to perform any obligation to any other person, and such failure, if capable of being cured, is not cured within 7 days of the date the Debtor first knew or should have known of such failure;
- (d) any representation or warranty made in this Agreement or any other document or report furnished to ATB in respect of the Debtor or the Collateral is false or misleading in any material respect;
- (e) the Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or a substantial part of its assets;

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- (f) any of the licenses, permits or approvals granted by any government or any government authority and material to the business of the Debtor is withdrawn, cancelled or significantly altered;
- (g) an order is made or a resolution is passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor or any arrangement or composition of its debts;
- (h) the Debtor becomes insolvent or makes an assignment or proposal or files a notice of intention to make a proposal for the benefit of its creditors, or a bankruptcy petition or receiving order is filed or made against the Debtor, or a Receiver (as hereinafter defined), trustee, custodian or other similar official of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the *Bankruptcy and Insolvency Act (Canada)*, the *Companies' Creditors Arrangements Act (Canada)* or any other act for the benefit of its creditors;
- (i) any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a secured party takes possession of any of the Debtor's property;
- (j) any material adverse change occurs in the financial position of the Debtor; or
- (k) ATB considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

8. REMEDIES

On Default:

- (a) ATB may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as ATB in its sole discretion may determine, and the proceeds of such sale less all costs and expenses of ATB (including costs as between a solicitor and its own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;
- (b) ATB may apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral;
- (c) ATB may enforce this Agreement by any method provided for in this Agreement, under the PPSA or under any other applicable statute or otherwise as permitted by law, and may dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment. ATB may use the Collateral in any manner as it in its sole discretion deems advisable; and
- (d) ATB may apply to a court for the appointment of a Receiver (as hereinafter defined), or may appoint by instrument any person or persons, to be a Receiver of any Collateral, and may remove any person so appointed and appoint another person in their stead.

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The term "**Receiver**" as used in this Agreement includes a receiver, a manager and a receiver-manager. Any Receiver will have the power:

- (i) to take possession of any or all of the Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;
- (ii) to carry on or concur in carrying on the business of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor;
- (iii) to sell or lease any Collateral;
- (iv) to make any arrangement or compromise which he may think expedient in the interest of ATB;
- (v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;
- (vi) to hold as additional security any increase or profits resulting from the Collateral;
- (vii) to exercise all rights that ATB has under this Agreement or otherwise at law;
- (viii) with the consent of ATB in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by ATB, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement;
- (ix) to enter into and to occupy any premises in which the Debtor has any interest; and
- (x) to exercise any of the powers and rights of an Entitlement Holder in respect of any Security Entitlement of the Debtor.

The Debtor hereby appoints each Receiver appointed by ATB to be its attorney to effect the sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under his seal pursuant hereto will have the same effect as if it were under the seal of the Debtor.

Any Receiver will be deemed (for purposes relating to responsibility for the Receiver's acts or omissions) to be the agent of the Debtor and not of ATB, and the Debtor will be solely responsible for his acts or defaults and for his remuneration and expenses, and ATB will not be in any way responsible for any misconduct or negligence on the part of any Receiver.

Neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities will be required to take any steps to preserve any rights against other parties pursuant to any Collateral, including without limitation, any Investment Property, Chattel Paper or Instrument constituting the Collateral or any part of it. Furthermore, ATB shall have no

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obligation to take any steps to preserve prior encumbrances on any Collateral whether or not in ATB's possession and shall not be liable or accountable for failure to do so.

Neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities is required to keep Collateral identifiable.

ATB may exercise any or all of the foregoing rights and remedies (or any other rights and remedies available to ATB) without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on the Debtor or any other person, and the Debtor by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable law. None of the rights and remedies contained herein or otherwise available to ATB will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time.

9. COLLECTION OF DEBTS

Before or after Default, ATB may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on any Collateral to ATB. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors after Default under this Agreement and whether before or after notification of this Security Interest to Account Debtors shall be received and held by the Debtor in trust for ATB and shall be turned over to ATB on request. The Debtor shall furnish ATB with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.

10. INVESTMENT PROPERTY

If the Collateral at any time includes Investment Property, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent to transfer the same or any part thereof into its own name or that of its nominee(s) so that ATB or its nominee(s) may appear on record as the sole owner thereof; provided that, until Default, ATB shall deliver promptly to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Investment Property. After Default, the Debtor waives all rights to receive any notices or communications received by ATB or its nominee(s) as such registered owner and agrees that no proxy issued by ATB to the Debtor or to its order as aforesaid shall thereafter be effective. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

11. COLLATERAL IN POSSESSION OF ATB

The Debtor agrees with ATB that, with respect to any Collateral held in the possession of ATB pursuant to this Agreement ("**Retained Collateral**"):

- (a) ATB's responsibility with regard to the Retained Collateral shall be limited to exercising the same degree of care which it gives to similar property held by ATB at the branch where the Retained Collateral is held. ATB shall not in any event be obligated to protect the Retained Collateral from depreciating or becoming worthless, or to present, protest, collect, enforce or realize on any of the Retained Collateral;

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- (b) ATB shall not be obliged to collect or see to the payment of revenue, income, interest or dividends upon any of the Retained Collateral, but all such revenue, income, interest or dividends, if any, when received by the Debtor, shall immediately be paid to ATB. ATB, in its sole discretion, may hold such monies as Collateral or appropriate it to any portion of the Indebtedness;
- (c) the Debtor irrevocably appoints ATB as its attorney and agent, with full powers of substitution, to sell, transfer, surrender, redeem, endorse or otherwise deal with any of the Retained Collateral as ATB, in its sole discretion, may see fit. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released; and
- (d) ATB shall have all rights and powers, but shall not be required to exercise any right or benefit which the holder or owner of the Retained Collateral may at any time have in connection with the Retained Collateral.

12. ACCELERATION

In the event of Default, ATB, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. The provisions of this section are not intended in any way to affect any rights of ATB with respect to any Indebtedness which may now or hereafter be payable on demand.

13. NOTICE

Any notice or demand required or permitted to be made or given by ATB to the Debtor may be validly served by delivering the same or by mailing the same prepaid registered mail, addressed to the Debtor at the last known address of the Debtor or of any officer or director thereof, as shown on the records of ATB, and in the case of mailing, such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

14. COSTS AND EXPENSES

The Debtor agrees to pay all reasonable costs, charges and expenses incurred by ATB or any Receiver appointed by it (including without restricting the generality of the foregoing, legal costs as between a solicitor and his own client on a full indemnity basis and also an allowance for the time, work and expenses of ATB or any agent, solicitor, or servant of ATB for any purpose herein provided at such rates as ATB may establish in its sole discretion from time to time) in preparing, registering or enforcing this Agreement, taking custody of, preserving, maintaining, repairing, processing, preparing for disposing of the Collateral and in enforcing or collecting the Indebtedness, and all such costs, charges and expenses shall be a first charge on the proceeds of realization, collection or disposition of the Collateral and shall be secured hereby.

15. REAL PROPERTY

- (a) For all purposes, including any application to register a crystallized floating charge under the *Land Title Act* (British Columbia) against any real property, the floating charge (if any) created by this Agreement against any lands, real property, immoveable property and

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leasehold property (collectively, "**Real Property**") shall be crystallized and become a fixed charge:

- (i) against any Real Property of the Debtor or in which the Debtor has an interest, upon the earlier of:
 - (A) a declaration by ATB pursuant to Section 12 or a demand for payment otherwise being made by ATB and in either case ATB electing to crystallize the floating charge; or
 - (B) ATB taking any action to appoint a Receiver or to enforce its Security Interest or to realize upon all or any part of the Collateral, whether under Section 8(a), (b), (c) or (d) hereof or otherwise; and
 - (ii) against certain specified Real Property of the Debtor or in which the Debtor has an interest, upon ATB taking any action to register the floating charge hereunder or any caveat, security notice or other instrument in respect thereof against such specified Real Property at any real property registry or other similar office.
- (b) In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.
 - (c) The crystallization of the floating charge (if any) created by this Agreement against any real property then owned or held by the Debtor or in which the Debtor then has an interest shall not operate so as to prevent the floating charge granted hereunder from attaching to any real property subsequently acquired by the Debtor or in which the Debtor subsequently acquires an interest and for greater certainty, the floating charge (if any) granted hereunder shall extend to such after-acquired real property, and on election by ATB, such floating charge shall thereupon crystallize.

16. REGISTRATION

The Debtor will ensure that this Agreement and all such supplementary and corrective instruments and any additional mortgage and security documents, and all documents, caveats, cautions, security notices and financing statements in respect thereof are, to the extent required by ATB, promptly filed and refiled, registered and re-registered and deposited and re-deposited, in such manner, in such offices and places, and at such times and as often as may be required by applicable law or as may be necessary or desirable to perfect and preserve the Security Interests as a first priority mortgage, charge and security interest and the rights conferred or intended to be conferred upon ATB by the Security Interests and will cause to be furnished promptly to ATB evidence satisfactory to ATB of such filing, registering and depositing.

17. MISCELLANEOUS

- (a) Without limiting any other right of ATB, whenever the debts and liabilities of the Debtor to ATB are immediately due and payable, or ATB has the right to declare the debts and liabilities to be immediately due and payable, whether or not it has so declared, ATB may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed to the Debtor by ATB in any capacity, whether due or not due, and ATB shall be deemed to have exercised such right of set-off immediately at the time of making its

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decision to do so even though any charge therefor is made or entered on ATB's records subsequent thereto.

- (b) ATB may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others and with Collateral and other security as ATB may see fit without prejudice to the liability of the Debtor or to ATB's right to hold and realize the Security Interest. ATB may demand, collect and sue on the Collateral in either the Debtor's or ATB's name, at ATB's option, and may endorse the Debtor's name on any and all cheques, commercial paper and any other instruments pertaining to or constituting Collateral and for this purpose, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent, with full power of substitution. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.
- (c) Upon the Debtor's failure to perform any of its obligations under this Agreement, ATB may, but shall not be required to, perform any such obligations, and the Debtor will pay to ATB, upon demand, an amount equal to the expense incurred by ATB in so doing with interest thereon from the date such expense is incurred at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness.
- (d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. The Debtor may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of ATB. In any action brought by an assignee of this Agreement or the Security Interest created hereunder or any part thereof, the Debtor shall not assert against the assignee any claim or defense which the Debtor now has or hereafter may have against ATB.
- (e) If more than one person executes this Agreement as the Debtor:
 - (i) the obligations of such persons hereunder shall be joint and several;
 - (ii) the Security Interests shall secure the Indebtedness of each Debtor, whether or not any other Debtor or any other person is also liable therefor; and
 - (iii) the Collateral shall include the interest of any Debtor in the property, assets and undertaking constituting Collateral owned or otherwise held by such Debtor, whether or not any other Debtor also has an interest therein.
- (f) The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the parties hereto that the term "**Debtor**" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interests granted hereby:
 - (i) shall extend and attach to "**Collateral**" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "**Collateral**" thereafter owned or acquired by the amalgamated corporation; and

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- (ii) shall secure the “**Indebtedness**” (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to ATB at the time of amalgamation and any “**Indebtedness**” of the amalgamated corporation to ATB thereafter arising.
- (g) This Agreement is in addition to and not in substitution for any other security or securities now or hereafter held by ATB and all such other securities shall remain in full force and effect. ATB will not be obliged to exhaust its recourse against the Debtor or any other person or against any other security it may hold in respect of the Indebtedness before realizing upon or otherwise dealing with the Collateral in such manner as ATB may consider desirable.
- (h) The Debtor further agrees to execute and deliver to ATB such further assurances and conveyances and supplemental deeds and instruments as may be necessary to properly carry out the intention of this Agreement, as determined by ATB, or as may be required by ATB from time to time, in each case acting reasonably.
- (i) After Default, ATB may from time to time apply and re-apply, notwithstanding any previous application, in any such manner as it, in its sole discretion, sees fit, any monies received by it from the Debtor or as a result of any enforcement or recovery proceedings, in or toward payment of any portion of the Indebtedness. The Debtor will remain liable for any Indebtedness that is outstanding following realization of all or any part of the Collateral and the application of the proceeds thereof.
- (j) In the event that the Debtor is a body corporate, it is hereby agreed that *The Limitation of Civil Rights Act* (Saskatchewan), or any provision thereof, shall have no application to this Agreement or any agreement or instrument renewing or extending or collateral to this Agreement. In the event that the Debtor is an agricultural corporation within the meaning of *The Saskatchewan Farm Security Act* (Saskatchewan), the Debtor agrees with ATB that all of Part IV (other than Section 46) of that Act shall not apply to the Debtor.
- (k) In the event that the Debtor is a body corporate, the Debtor further agrees that *The Land Contracts (Actions) Act* (Saskatchewan) shall have no application to an action, as defined in that Act, with respect to this Agreement.
- (l) For the purpose of assisting ATB in assessing the creditworthiness of the Debtor or the ownership or description of any of the Collateral, and for the purpose of collecting all or any portion of the Indebtedness owing by the Debtor to ATB, the Debtor consents to the disclosure and release to ATB of personal information, including without limitation, motor vehicle information from Alberta Registries (or any other provincial government department or state department in the United States of America having jurisdiction in that area). This consent is effective from the effective date of this Agreement and shall remain in effect until all Indebtedness is fully satisfied.

18. INTERPRETATION

- (a) If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it.

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(b) Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female or body corporate.

19. GOVERNING LAW

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

20. COPY OF AGREEMENT

The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement, Financing Change Statement or Verification Statement relating to it.

THIS AGREEMENT may be executed electronically; this Agreement may be delivered by email, facsimile or other functionally equivalent electronic means.

IN WITNESS WHEREOF the Debtor has executed this Agreement on this 25 day of May, 2017

GEMEC SERVICES LTD.

Per: _____

Name: Peter Sametz
Title: Director

Full Address of Debtor:

400, 839 -5th Avenue S.W. Calgary, Alberta T2P 3C8

Full List of all prior names by which Debtor has been known (whether by way of name change, amalgamation or otherwise):

None.

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SCHEDULE A

1. Description of Collateral:

Select appropriate box or boxes. If no box is selected, the Debtor shall be deemed to have selected box (a).

- (a) All of the Debtor's present and after-acquired Personal Property, as well as a mortgage by way of a floating charge on all of the Debtor's lands, real property, immoveable property, leasehold property and other property, assets and undertaking not subject to the PPSA, including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled.
- (b) All of the Debtor's present and after-acquired Personal Property.
- (c) All of the Debtor's present and after-acquired personal property (including but not limited to Equipment, Inventory, Accounts, Chattel Paper, Documents of Title, Goods, Intangibles, Investment Property, Money and Fixtures) now or hereafter situate on, annexed to, used in connection with or arising from the business or affairs carried on at or about the lands and premises described on Schedule "B" hereto (or any other description by which such lands may be described) (the "Lands") and any proceeds thereof (including insurance proceeds), all present and future contracts for the supply of work or materials or provision of services relating to the construction, operation or maintenance of the Lands and the business or affairs carried on at or about the Lands; and all permits, licences and concessions relating to the ownership of the Lands or the operation of the business or affairs carried on at or about the Lands, as well as all documents, contracts, books of account and other books relating to or being records of or by which such are or may hereafter be secured, evidenced, acknowledged or made payable or relating to the Debtor's business, customers and clients.
- (d) All of the Debtor's present and after-acquired Personal Property except:
- (e) All of the Debtor's equipment of whatever kind and wherever situated including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatever nature.
- (f) All Accounts, Instruments, debts and Chattel Paper which are now due, owing or accruing due, or which may hereafter become due, owing or accruing due, to the Debtor, together with all records (whether in writing or not) and other documents of any kind which in any way evidence or relate to any or all of the Accounts, Instruments, debts or Chattel Paper.
- (g) All of the Debtor's present and after-acquired Inventory, wherever located.

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- (h) The following described Personal Property of the Debtor:

- (i) All harvested and unharvested crops whether growing or matured, and whether grain, roots, seeds, leaves or otherwise howsoever, and any interest of the Debtor therein, wherever located.
- (j) All of the Debtor's, male or female, born or unborn, branded or unbranded, of whatever age or stage of growth, wherever located.

2. Listing of Serial Numbers:

The registration mark (for aircraft only) and the serial numbers or vehicle identification numbers of any motor vehicles, trailers, mobile homes, manufactured homes, boats, outboard motors for boats, or aircraft (other than those held as Inventory for sale or lease by the Debtor) constituting Collateral are as follows:

Make	Model	Year of Manufacture	Serial Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. Locations of Personal Property Collateral:

The personal property Collateral is located at the following location(s):
400, 839 -5th Avenue S.W. Calgary, Alberta T2P 3C8

4. Permitted Encumbrances (if any):

Permitted Encumbrances (as defined in the commitment letter dated as of May 25, 2017 issued by ATB, as lender, in favour of Gemini Corporation, as borrower (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Commitment Letter"))



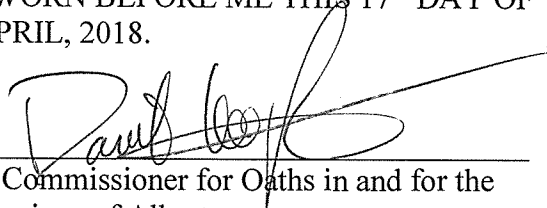
**SCHEDULE B
DESCRIPTION OF LANDS**

N/A.

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THIS IS EXHIBIT "K" REFERRED TO IN
THE AFFIDAVIT OF **TRINA HOLLAND**.

SWORN BEFORE ME THIS 17th DAY OF
APRIL, 2018.

A handwritten signature in black ink, appearing to read "David LeGeyt", is written over a horizontal line.

A Commissioner for Oaths in and for the
Province of Alberta

David LeGeyt
Barrister & Solicitor

Burnet,
Duckworth
& Palmer LLP
Law Firm

Reply to: David LeGeyt
Direct Phone: (403) 260-0210
Direct Fax: (403) 260-0332
dlegeyt@bdplaw.com

Assistant: Laura Head
Direct Phone: (403) 806-7854
Our File: 38795-2787

VIA EMAIL

April 14, 2018

Gemini Corporation
c/o DLA Piper (Canada) LLP
Suite 1000, Livingston Place West
250-2nd Street SW
Calgary, AB T2P 0C1

Attention: Carole Hunter

Dear Carole:

Re: ATB Financial re: Gemini Corporation ("Gemini")

We are counsel to ATB Financial ("ATB") in connection with a Commitment Letter dated May 25, 2017 between ATB and Gemini, as amended from time to time (the "**Loan Agreement**"). Reference is also made to a General Security Agreement, Securities Pledge Agreement and Mortgage (of Leasehold Interest), all dated May 25, 2017 between ATB and Gemini (the "**Security**").

Gemini is in default of the Loan Agreement and the Security, and all amounts owing to ATB under the Loan Agreement and Security are immediately due and payable. The defaults of Gemini include (i) failing to achieve the EBITDA covenant contained in the Loan Agreement, (ii) Gemini is insolvent and unable to meet its obligations as they become due, (iii) there has been a material adverse change to Gemini's financial position, (iv) ATB considers itself insecure, and (v) the ability of Gemini to repay the indebtedness owing to ATB is, or is about to be, impaired.

On behalf of ATB, we hereby demand repayment of all amounts due and owing by Gemini to ATB under the Loan Agreement and Security, namely the amount of \$12,853,334.36 as of April 12, 2018, plus all accrued and accruing interest and legal costs on a solicitor and own client fully indemnity basis (the "**Indebtedness**").

Please note that the Indebtedness will continue to accrue interest at the rates agreed to, and costs and expenses will continue to be incurred by ATB for which Gemini will be responsible, until payment of all amounts owing is received by either certified cheque or bank draft at the following address:

ATB Financial
c/o Burnet, Duckworth & Palmer LLP
2400, 525-8th Avenue SW
Calgary, AB T2P 1G1

Attention: David LeGeyt

If full payment, as set forth above, is not received by close of business on April 24, 2018, ATB will take whatever steps it deems appropriate to seek repayment of the said amount. To this end we enclose for service 8977156.1



upon you a Notice of Intention to Enforce Security ("NOI") in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada). If you are prepared to waive the ten day notice period, please endorse the Consent and Waiver located on page 3 of the NOI and return to the undersigned.

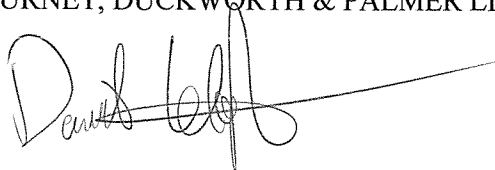
For your information, demands will be issued on the guarantors in respect of Gemini's indebtedness.

Please note that ATB reserves the right to proceed against Gemini: (i) prior to the time stipulated above in the event that it determines that its position has been further jeopardized; and (ii) anytime, or from time to time after any dates stipulated above have passed, and in either case without the necessity of serving a new demand for payment.

If you have any questions, please contact the undersigned.

Yours truly,

BURNET, DUCKWORTH & PALMER LLP

A handwritten signature in black ink, appearing to read 'David LeGeyt', with a long horizontal line extending to the right.

David LeGeyt

DLG/amc

Encl.

cc: Trina Holland

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY

(Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

To: Gemini Corporation, an insolvent person (the "**Debtor**")

TAKE NOTICE THAT:

1. ATB Financial ("**ATB**"), a secured creditor of the Debtor, intends to enforce its security on the property of the Debtor as set out below:
 - (a) all present and after acquired real and personal property of the Debtor; and
 - (b) all proceeds of the foregoing collateral,
2. The security that is to be enforced is in the form of a General Security, Securities Pledge Agreement and Mortgage (of Leasehold Interest), all dated May 25, 2017 (the "**Security**").
3. The total amount of indebtedness secured by the Security is, as of April 12, 2018, the sum of \$12,853,334.36, plus all accrued and accruing interest and legal costs.

ATB will not have the right to enforce its Security until after the expiry of the 10-day period following the sending of this notice, unless the Debtor consents to an earlier enforcement.

DATED at the City of Calgary, in the Province of Alberta, this 14th day of April, 2018.

BURNET, DUCKWORTH & PALMER LLP,
solicitors and agents for ATB Financial

Per: 

David LeGeyt

CONSENT AND WAIVER

THE UNDERSIGNED hereby:

Acknowledges receipt of the Notice of Intention to Enforce Security;

Waives the ten days of notice required under section 244 of the *Bankruptcy and Insolvency Act* (Canada); and

Consents to the immediate enforcement by ATB of the Security referred to herein.

DATED this _____ day of _____, 2018.

GEMINI CORPORATION

Per: _____

Name:

Title:

THIS IS EXHIBIT "L" REFERRED TO IN
THE AFFIDAVIT OF **TRINA HOLLAND**.

SWORN BEFORE ME THIS 17th DAY OF
APRIL, 2018.



A Commissioner for Oaths in and for the
Province of Alberta

Burnet,
Duckworth
& Palmer LLP
Law Firm

Reply to: David LeGeyt
Direct Phone: (403) 260-0210
Direct Fax: (403) 260-0332
diegeyt@bdplaw.com

Assistant: Laura Head
Direct Phone: (403) 806-7854
Our File: 38795-2787

VIA EMAIL

April 14, 2018

Gemec Services Ltd.
c/o DLA Piper (Canada) LLP
Suite 1000, Livingston Place West
250-2nd Street SW
Calgary, AB T2P 0C1

Attention: Carole Hunter

Dear Carole:

Re: ATB Financial - Obligations of Gemec Services Ltd.

We are counsel to ATB Financial ("ATB") in connection with the credit facilities provided by our client to Gemini Corporation, and the obligations outstanding between Gemec and ATB, including pursuant to a Continuing Guarantee (including Postponement and Assignment of Claims) of the obligations of Gemini Corporation to ATB, dated May 25, 2017, and a General Security Agreement between ATB and Gemec dated May 25, 2017.

Gemini is in default of its obligations to ATB and ATB has today demanded repayment from Gemini Corporation in the amount of \$12,853,334.36 as of April 12, 2018 plus all accrued and accruing interest and legal costs on a full indemnity basis (the "**Indebtedness**"). Gemec has guaranteed repayment of the Indebtedness. Accordingly, ATB hereby demands repayment of these amounts from Gemec in the amount of \$12,853,334.16 as of April 12, 2018.

The Indebtedness will continue to accrue interest at the rates agreed to and costs until payment of all amounts owing is received. Payment may be made by way of certified cheque or bank draft to the following address:

ATB Financial
c/o Burnet, Duckworth & Palmer LLP
2400, 525-8th Avenue SW
Calgary, AB T2P 1G1

Attention: David LeGeyt

If full payment, as set forth above, is not received by close of business on April 24, 2018, our client will take whatever steps it deems appropriate to seek repayment of such amounts. To this end we enclose for service upon you a Notice of Intention to Enforce Security ("**NOI**") in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada).

Please note that ATB reserves the right to proceed against Gemec: (i) prior to the time stipulated above in the event that it determines that its position has been further jeopardized; and (ii) anytime, or from time to time

8977132.1



after any dates stipulated above have passed, and in either case without the necessity of serving a new demand for payment.

If you have any questions, please contact the undersigned.

Yours truly,

BURNET, DUCKWORTH & PALMER LLP

A handwritten signature in black ink, appearing to read "David LeGeyt", with a long horizontal stroke extending to the right.

David LeGeyt

DLG/amc

Encl.

cc: Trina Holland

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY

(Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

To: Gemec Services Ltd., an insolvent person (the "**Debtor**")

TAKE NOTICE THAT:

1. ATB Financial ("**ATB**"), a secured creditor of the Debtor, intends to enforce its security on the property of the Debtor as set out below:
 - (a) all present and after acquired real and personal property of the Debtor; and
 - (b) all proceeds of the foregoing collateral,
2. The security that is to be enforced is in the form of a General Security Agreement dated May 25, 2017 (the "**Security**").
3. The total amount of indebtedness secured by the Security is, as of April 12, 2018, the sum of \$12,853,334.36, plus all accrued and accruing interest and legal costs.

ATB will not have the right to enforce its Security until after the expiry of the 10-day period following the sending of this notice, unless the Debtor consents to an earlier enforcement.

DATED at the City of Calgary, in the Province of Alberta, this 14th day of April, 2018.

BURNET, DUCKWORTH & PALMER LLP,
solicitors and agents for ATB Financial

Per:



David LeGeyt

CONSENT AND WAIVER

THE UNDERSIGNED hereby:

Acknowledges receipt of the Notice of Intention to Enforce Security;

Waives the ten days of notice required under section 244 of the *Bankruptcy and Insolvency Act* (Canada);
and

Consents to the immediate enforcement by ATB of the Security referred to herein.

DATED this _____ day of _____, 2018.

GEMEC SERVICES LTD.

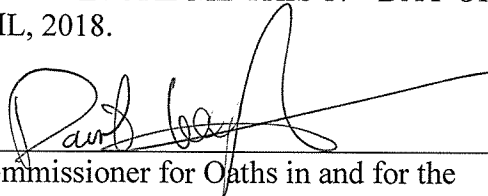
Per: _____

Name:

Title:

THIS IS EXHIBIT "M" REFERRED TO IN
THE AFFIDAVIT OF **TRINA HOLLAND**.

SWORN BEFORE ME THIS 17th DAY OF
APRIL, 2018.

A handwritten signature in black ink, appearing to read "David LeGeyt", written over a horizontal line.

A Commissioner for Oaths in and for the
Province of Alberta

David LeGeyt
Barrister & Solicitor

Clerk's Stamp:

COURT FILE NUMBER 1801 -
COURT COURT OF QUEEN'S BENCH OF ALBERTA
IN BANKRUPTCY AND INSOLVENCY
JUDICIAL CENTRE CALGARY
PLAINTIFF ATB FINANCIAL
DEFENDANT GEMINI CORPORATION AND GEMEC SERVICES LTD.
DOCUMENT CONSENT TO ACT

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Burnet, Duckworth & Palmer LLP
2400, 525 – 8 Avenue SW
Calgary, Alberta T2P 1G1
Lawyer: David LeGeyt / Roger Baker, Student at law
Phone Number: (403) 260-0210 / (403) 260-0121
Fax Number: (403) 260-0332
Email Address: dl@bdplaw.com / rjb@bdplaw.com
File No. 38795-2787

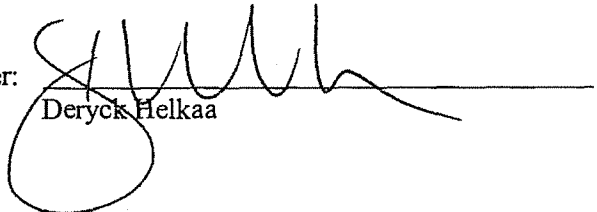
CONSENT TO ACT

FTI Consulting Canada Inc. hereby consents to act as receiver and manager in these proceedings if so appointed by this Honourable Court.

DATED at Calgary, Alberta this ___ day of April, 2018.

FTI Consulting Canada Inc.

Per:


Deryck Helkaa