

COURT FILE NUMBER

COURT

COURT OF KING'S BENCH OF ALBERTA
IN BANKRUPTCY AND INSOLVENCY

PROCEEDINGS:

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY*
ACT, R.S.C. 1985, C. B-3, AS AMENDED

AND IN THE MATTER OF THE BANKRUPTCY OF NOMODIC
MODULAR STRUCTURES INC., AITHRA PROJECTS INC.
AND NOMODIC MODULAR STRUCTURES (ONTARIO) LTD.

APPLICANT

ATB FINANCIAL

RESPONDENT

NOMODIC MODULAR STRUCTURES INC., AITHRA
PROJECTS INC. AND NOMODIC MODULAR STRUCTURES
(ONTARIO) LTD.

JUDICIAL CENTRE

CALGARY

DOCUMENT

AFFIDAVIT OF TRUTH

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT

McCarthy Tétrault LLP
4000, 421 – 7th Avenue SW
Calgary, AB T2P 4K9
Attention: Pantelis Kyriakakis / Nathan Stewart
Tel: 403-260-3536 / 403-260-3534
Fax: 403-260-3501
Email: pkyriakakis@mccarthy.ca / nstewart@mccarthy.ca

AFFIDAVIT OF MUHAMMAD ASHRAF
Sworn on October 6, 2023

I, Muhammad Ashraf, of the City of Calgary, in the Province of Alberta, SWEAR AND SAY
THAT:

1. I am a Director, Risk Advisory & Management, with ATB Financial ("**ATB**"). I have been directly involved with the accounts of Nomodic Modular Structures Inc. ("**Nomodic**"), Aithra Projects Inc. ("**Aithra**"), and Nomodic Modular Structures (Ontario) Ltd. ("**Nomodic Ontario**", Nomodic Ontario, Aithra, and Nomodic are collectively referred to as, the "**Debtors**") and am responsible for managing the secured credit facilities (the "**Credit Facilities**") on behalf of ATB. Additionally, I have reviewed the books and records maintained by and in the possession of ATB, in the ordinary course of business, which relate to the Debtors' accounts. Based on the

aforementioned and upon such review, I have personal knowledge of the matters and facts hereinafter sworn to.

2. I am authorized by ATB to swear this Affidavit in support of an application seeking Bankruptcy Order(s) against the Debtors.

3. Unless otherwise specified, all monetary amounts referred to herein are in Canadian dollars.

Background

4. Nomodic is a corporation incorporated pursuant to the provisions of the *Business Corporations Act* (Canada) with a registered office located in the City of Calgary in the Province of Alberta. Nomodic builds custom-designed modular structures and carried on business in Alberta. Attached hereto and marked as **Exhibit "A"**, to this my affidavit, is a true copy of the federal corporate search of Nomodic, dated November 28, 2022.

5. Aithra is a body corporate, is a corporation incorporated pursuant to the provisions of the *Business Corporations Act* (Alberta) with a registered office located in the City of Calgary in the Province of Alberta. Aithra carried on business in Alberta. Nomodic is the sole voting shareholder of Aithra. Attached hereto and marked as **Exhibit "B"**, to this my affidavit, is a true copy of the Alberta corporate search of Aithra, dated November 28, 2022.

6. Nomodic Ontario, is a corporation incorporated pursuant to the provisions of the *Business Corporations Act* (Canada) with a registered office located in the City of Calgary in the Province of Alberta. Nomodic Ontario carried on business in the Provinces of Alberta and Ontario. Attached hereto and marked as **Exhibit "C"**, to this my affidavit, is a true copy of the federal corporate search of Nomodic Ontario, dated October 5, 2023.

Credit Facilities

7. ATB advanced credit to Nomodic pursuant to:

- (a) an Amended and Restated Commitment Letter, dated March 17, 2023 (the "**Original Commitment Letter**"), between ATB, as lender, Nomodic, as borrower, and Aithra and Nomodic Ontario, as guarantors; and,

(b) a First Commitment Letter Amending Agreement, dated July 28, 2023 (the “**First Amending Agreement**”), between ATB, as lender, Nomodic, as borrower, and Aithra and Nomodic Ontario, as guarantors,

(collectively, the “**Commitment Letter**”). Attached hereto and marked as **Exhibits “D”** and “**E**”, respectively, are true copies of the Original Commitment Letter and the First Amending Agreement.

8. Pursuant to the Commitment Letter, ATB made available, to Nomodic: (i) a revolving operating loan facility, in the maximum amount of \$7,000,000 (the “**Line of Credit Facility**”); (ii) letters of credit, in the maximum amount of \$1,000,000 (as a sub-facility of the Line of Credit Facility); and, (iii) a corporate MasterCard, in the maximum amount of \$150,000 (as a sub-facility of the Line of Credit Facility) (collectively, the “**Credit Facilities**”).

9. All borrowings under the Credit Facilities are repayable, in full, upon ATB's demand.

Guarantees

10. In connection with the obligations owed by Nomodic to ATB, under the Commitment Letter, all debts, liabilities, obligations, and indebtedness due and owing by Nomodic to ATB, are guaranteed pursuant to:

- (a) Unlimited Continuing Guarantee, dated December 16, 2020, granted by Aithra, to and in favour of ATB; and,
- (b) Unlimited Continuing Guarantee, dated March 17, 2023, granted by Nomodic Ontario, to and in favour of ATB;

(collectively, the “**Guarantees**”). Attached hereto and marked as **Exhibits “F”** and “**G**” are true copies of the Guarantees.

11. Pursuant to each of the Guarantees, Aithra and Nomodic Ontario unconditionally guaranteed payment, to ATB, of all existing and future debts and liabilities of Nomodic, to ATB.

Security

12. As continuing security for Nomodic's obligations to ATB, the Debtors executed the following security agreements:

- (a) General Security Agreement, dated May 6, 2013, granted by Nomodic, to and in favour of ATB;
- (b) Security Agreement, dated March 29, 2017, granted by Nomodic, to and in favour of ATB;
- (c) Security Agreement, dated December 16, 2020, granted by Aithra, to and in favour of ATB;
- (d) Security Agreement, dated March 17, 2023, granted by Nomodic, to and in favour of ATB; and,
- (e) Security Agreement, dated March 17, 2023, granted by Nomodic Ontario, to and in favour of ATB,

(collectively, the "GSAs"). Attached hereto and marked as **Exhibits "H", "I", "J", "K", and "L"** are true copies of the GSAs.

13. Pursuant to the GSAs, each of the Debtors, among other security interests, assigned, transferred and set over to ATB and granted ATB a security interest in, all of their respective present and after-acquired personal property, and charged, in favour of ATB, as and by way of a floating charge, their respective undertaking and all present and after-acquired property and assets, real and personal moveable or immoveable, of whatever nature and kind, all as general and continuing security for the payment and performance of all indebtedness, liabilities, and obligations owed to ATB (collectively, the "**Debtor Security**").

14. ATB perfected its security interests by registering financing statements, against the Debtors, with the Personal Property Registries of, among other provinces, British Columbia Alberta, Manitoba, and Ontario. Attached hereto and collectively marked as **Exhibit "M"** are true copies of the:

- (a) Alberta Personal Property Registry search results, with respect to the Debtors, as at October 5, 2023;

- (b) British Columbia Personal Property Registry search results, with respect to (i) Nomodic, as at February 2, 2023; (ii) Nomodic Ontario, as at March 17, 2023; and, (iii) Aithra, as at November 28, 2022;
- (c) Manitoba Personal Property Registry search results, with respect to: (i) Nomodic, as at February 2, 2023; (ii) Nomodic Ontario, as at March 20, 2023; and, (iii) Aithra, as at February 2, 2023; and,
- (d) Ontario Personal Property Registry search results, with respect to (i) Nomodic, as at February 1, 2023; (ii) Nomodic Ontario, as at March 19, 2023; and, (iii) Aithra, as at November 28, 2022.

15. ATB's rights and remedies under the GSAs are enforceable, *inter alia*, upon the applicable Debtors' default, which includes, among other things, failing to repay the Indebtedness when due and owing to ATB.

Indebtedness

16. As of October 6, 2023, the Debtors are indebted to ATB in the amount of \$3,073,408.50, plus interest, costs, fees and expenses including, without limitation, solicitor and own client costs on a full indemnity basis (collectively, the "**Indebtedness**").

17. The Indebtedness owed by the Debtors, to ATB, is secured by the GSAs. ATB's estimate of the value of the Debtor Security, as at October 5, 2023 and after accounting for certain priority claims as described below, is approximately \$2,777,163.98 (the "**Estimated Security Value**"), calculated as follows:

- (a) the Debtors' material assets consist of cash in certain bank accounts and negotiable instruments. ATB was advised that, as at September 29, 2023:
 - (i) the Debtors hold an account with Royal Bank of Canada ("**RBC**"), with funds totaling approximately \$1,216,153.98 (the "**RBC Funds**"), with an account number ending with 8432;
 - (ii) the Debtors advised that they hold another account with RBC, with funds totaling approximately \$1,103,284.82, with an account number ending with 7884 (the "**Joint RBC Account**"), but which account is jointly held with an unrelated party. The Debtors further advised that they do not have sole

signing authority with respect to the Joint RBC Account and are unable to access the funds. In addition, the Debtors have advised that the City of Sudbury has requested that RBC return a cheque, in the amount of approximately \$1.05 million, from the Joint RBC Account. As a result, the portion, if any, of the funds payable from the Joint RBC Account to the Debtors is currently unknown; and,

- (iii) it is my understanding that one of the Debtors also holds a guaranteed investment certificate, in the amount of \$500,000, in a separate RBC account, but such investment certificate is fully encumbered by a security interest in favour of RBC and is held as cash collateral for certain obligations owed to RBC. As a result, ATB believes that the realizable value of this investment certificate is \$0.

- (b) Nomodic has advised ATB that the face amount of the Additional Cheque (as defined below) is \$1,639,000.00. ATB has been advised that this amount may be subject to other claims but the Debtors have not provided any specifics or supporting documents regarding these potential claims. On the assumption that the Additional Cheque may be cashed, its face value has been included in the Estimated Security Value;

- (c) the Debtors have little to no physical assets or other property. As a result, ATB believes that the realizable value of the Debtors' physical assets is likely to be \$0;

- (d) ATB is also aware that the Debtors have certain outstanding accounts receivable in connection with their various ongoing projects (collectively, the "**Accounts Receivable**"). However, in discussions with Mr. Byron Lambert, the previous Chief Financial Officer of Nomodic, ATB was advised that it is doubtful that any such Accounts Receivable are collectible now that operations have ceased. Specifically, the Accounts Receivable primarily relate to unfinished projects and as a result are subject to set-off claims, or, in some cases, milestone requirements which cannot be completed as the Debtors are no longer operating and have no employees. Mr. Lambert later indicated that some of the Accounts Receivable may be collectible, but for practical reasons, now that operations have ceased and there is no further progress on ongoing projects, ATB remains of the view that this is

unlikely in the circumstances. Accordingly, on the basis of the available information, ATB believes that the realizable value of such Accounts Receivable is approximately \$120,000; and,

- (e) the Debtors hold certain equity interests, one in a private company the value of which is unknown and the other in an illiquid public investment in penny stock, the current estimated value is nominal.

18. Additionally, ATB has been advised that the assets comprising the Estimated Security Value are subject to various claims, including a priority claim of approximately \$197,000 due to Canada Revenue Agency in respect of source deductions. To date, the Debtors have failed to provide the corresponding agreements associated with such claims or sufficient details for the validity and priority of such claims to be determined.

19. For clarity, the Estimated Security Value is based upon the facts known to ATB, as at October 5, 2023, and it may be necessary to revise such Estimated Security Value if additional assets of the Debtors are disclosed or located in the future (as was the case recently with the Additional Cheque, as discussed below). However, I verily believe, based upon my review of the financial information provided to ATB by the Debtors to date, that the Estimated Security Value is a reasonable estimate of the value of the Debtor Security and is accurate to the best of ATB's knowledge. Accordingly, after accounting for the Estimated Security Value (being approximately \$2,975,153.98, *minus* the Canada Revenue Agency claim in the amount of approximately \$197,000, for a total of approximately \$2,777,153.98), the remaining portion of the Indebtedness, which will constitute an unsecured claim against the Debtors' bankruptcy estates, is in the amount of approximately \$295,254.52.

20. To the best of ATB's knowledge, the only material asset of Nomodic Ontario is its interest in the RBC accounts, which are held in the City of Calgary, in the Province of Alberta.

Initial Defaults, Demand, and 244 Notices

21. On June 14, 2023, ATB sent correspondence (the "**Initial Default Notice**"): (i) informing the Debtors that Nomodic defaulted in the observance and performance of Nomodic's covenants under Section 7(n) of the Original Commitment Letter by failing to raise and obtain, in cash, a further \$500,000 in equity injections (the "**Initial Default Event**"); and, (ii) reserving all of ATB's rights and remedies, as and against the Debtors, including those associated with the Initial Default

Event. Attached hereto and marked as **Exhibit "N"**, to this my affidavit, is a true copy of the Initial Default Notice.

22. On July 4, 2023, ATB sent further correspondence (the "**Second Reservation of Rights Letter**"): (i) informing the Debtors that: (a) the Initial Default Event had not been remedied and was continuing; and, (b) in accordance with Nomodic's reporting and Compliance Certificates (as defined in the Commitment Letter), Nomodic's actual EBITDA (as defined in the Commitment Letter) for the trailing 4 months ending May 31, 2023, was \$166 and, as a result, the Debtors had failed to ensure that Nomodic's monthly EBITDA did not fall below the minimum requirement of \$855,000 for the trailing 4 months ending May 31, 2023 (the "**EBITDA Default**", the EBITDA Default and the Initial Default Event are collectively referred to as, the "**Default Events**"); and, (ii) reserving all of ATB's rights and remedies as and against the Debtors, including those associated with the Default Events. Attached hereto and marked as **Exhibit "O"**, to this my affidavit, is a true copy of the Second Reservation of Rights Letter.

23. The Debtors and ATB entered into the First Amending Agreement on July 28, 2023, pursuant to which, among other things the Debtors, jointly and severally: (i) pursuant to section 4.1(i), expressly acknowledged and admitted the Default Events and that ATB had not waived, and was not by the First Amending Agreement waiving, any of the Default Events, defaults, or events of default which may be continuing on the date thereof or which may occur after the date thereof; and (ii) pursuant to section 4.1(j), covenanted and agreed that ATB shall, at all times, be authorized and entitled to apply all funds currently on deposit with ATB, by or in the name of any or all of the Debtors, as an indefeasible and irrevocable repayment of the Indebtedness, as allocated by ATB, in its sole and unfettered discretion.

24. Pursuant to subsections 4.1(k) and 4.1(l) the First Amending Agreement, the Debtors, jointly and severally: (i) acknowledged and agreed that ATB is in possession of, among other consent orders, a Consent Bankruptcy Order (the "**Consent Bankruptcy Order**") in respect of Nomodic and Aithra; and, (ii) covenanted and agreed that ATB may apply for entry of the Consent Bankruptcy Order following a demand and acceleration of the Indebtedness (as defined herein).

25. The Debtors were required to provide a revised form of Consent Bankruptcy Order, which would include Nomodic Ontario, but the Debtors failed to meet this covenant.

26. As a result of the Default Events, ATB sent further correspondence (the "**Termination Notice**"), dated September 22, 2023: (i) informing the Debtors that: (a) the Default Events had

not been remedied and were continuing; (b) on September 21, 2023, Nomodic provided ATB with a calculation of the Borrowing Base (as defined in the Commitment Letter) for the period ending August 31, 2023 in the amount of \$1,708,189, which was exceeded by Nomodic's current utilization of the Line of Credit Facility, being \$3,869,760.89 (the "**Further Default**", the Further Default and the Default Events are collectively referred to as, the "**Known Defaults**"); (c) all availability under the Commitment Letter and the Credit Facilities was terminated, effective immediately, no further availability exists under the Commitment Letter or the Credit Facilities, and, to the extent any availability under the Commitment Letter or the Credit Facilities remains or becomes available, all such availability is indefeasibly terminated; and, (d) ATB has exercised its rights under Section 4.1(j) of the First Amending Agreement and applied all funds currently on deposit in Nomodic's Canadian Dollar and United States Dollar accounts with ATB, as an indefeasible and irrevocable repayment of the Indebtedness; and, (ii) reserving all of ATB's rights and remedies as and against the Debtors, including those associated with the Known Defaults. Attached hereto and marked as **Exhibit "P"**, to this my affidavit, is a true copy of the Termination Notice.

27. As a result of the Known Defaults committed by the Debtors, ATB, through its counsel, delivered a demand letter (the "**Demand Letter**"), dated September 25, 2023, and corresponding Notices of Intention to Enforce Security (collectively, the "**244 Notices**"), in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**"), to each of the Debtors. Attached hereto and marked as **Exhibit "Q"** is a copy of the Demand Letter.

Uncertain Liquidity Circumstances

28. On or around September 27, 2023, after ATB's issuance of the Demand Letter and 244 Notices, among other notices, Nomodic made multiple requests to ATB for additional funding, on the basis that Nomodic had no liquidity and would not be able to fund its upcoming payroll, on September 29, 2023, absent the provision of additional funds.

29. On September 27, 28, and 29, 2023, ATB offered to fund half of Nomodic's payroll obligations with the balance to be funded by the Debtors' shareholders, which was declined. Over the following weekend, Nomodic directly advised ATB that it had not made the payroll payments due on September 29, 2023. ATB subsequently learned that this was incorrect and that payroll had been funded, as described below.

30. On October 1, 2023, Nomodic advised ATB, through their respective counsel, that “Nomodic does not see a path forward and will be advising all employees (with the exception of a few) not to come to work tomorrow as the company will cease to carry on business”. In the same email, Nomodic requested a further \$150,000 in availability under the Credit Facilities to “cover wages and hard costs to secure sites”. A copy of the October 1, 2023 email from Nomodic’s counsel to ATB’s counsel is attached hereto and marked as **Exhibit “R”**.

31. ATB was subsequently advised that all employees of the Debtors, with the exception of one, had been terminated or resigned. The termination and resignation of all employees of the Debtors creates an immediate risk of substantial harm to ATB and to the Debtors’ creditors generally, including due to the risk that the Debtors’ assets will dissipate or deteriorate.

32. On October 2, 2023, ATB became aware that Nomodic: (i) had available RBC Funds, despite having requested additional funding from ATB on the prior day; and, (ii) had utilized a portion of the RBC Funds to pay various subordinate claims, on or around September 29, 2023, after receipt of the ATB Demand Letter, including, among others, payroll and employee expenses in the amount of \$289,194.57. The associated source deductions for this payroll were not remitted to Canada Revenue Agency.

33. On October 3, 2023, Mr. Lambert advised ATB directly that he would transfer the funds to ATB that afternoon after certain payments were made, but he was unable to process source deduction payments. He requested that ATB allow the Debtors to make source deduction payments from the funds transferred to ATB. ATB agreed that it would facilitate the transfer of source deductions. Nomodic, however, failed to transfer the funds to its ATB account.

34. ATB was advised that the RBC Funds may or may not be subject to various claims, including potential trust claims. Despite ATB’s requests, Nomodic is unable or has otherwise failed to advise as to the exact nature of the claims affecting the RBC Funds or provide any supporting documents with respect to the potential claims against the RBC Funds, including, potentially, trust claims. Nomodic ultimately used the RBC Funds to fund liabilities and expenses and make certain additional payments.

35. Due to concerns surrounding the erosion of ATB’s collateral and the potential rights of all stakeholders and creditors, ATB sent a letter to RBC, on October 4, 2023, exercising certain secured creditor rights and remedies. As a result, RBC froze the RBC accounts which were solely

in the name of Nomodic. For clarity, ATB did not seek to exercise any rights with respect to any jointly held accounts which were not solely in Nomodic's name.

36. On the same date, Nomodic advised ATB that it was in receipt of an additional cheque for \$1.639 million (the "**Additional Cheque**"). The Additional Cheque had not previously been disclosed to ATB when the Debtors provided lists of their assets, bank accounts, and negotiable instruments, nor when the Debtors requested additional funding from ATB on October 1, 2023. Upon further discussions on and after October 4, 2023, it became clear that the Additional Cheque had been previously available to Nomodic.

37. Upon being advised that the sole remaining director of the Debtors, Mr. Kevin Read, was in receipt of and held the Additional Cheque, ATB requested, on multiple occasions, that those funds be deposited with ATB. Despite ATB's requests, to date, no such deposit has been made.

38. On October 5, 2023, Nomodic advised that there may be competing claims associated with the Additional Cheque but has failed to provide specific details or supporting documents to ATB. On the same date, ATB requested that the Additional Cheque be deposited into an ATB account forthwith or, alternatively, that the Debtors make an assignment in bankruptcy and deliver the Additional Cheque to the trustee in bankruptcy. To date, neither has occurred.

39. On October 6, 2023, I sent an email to Mr. Read, on behalf of ATB, following up on the October 5, 2023 discussions described in paragraph 38, above. A copy of my October 6, 2023 email is attached hereto and marked as **Exhibit "S"**.

40. The Debtors are unable to continue as a viable going concern as they have ceased all operations. Following the termination or resignation of all employees, only one director remains. Given the nature of the Debtors' business, and the fact that the Debtors are unable to complete any of their outstanding projects, as they have no ongoing operations or employees, except for Mr. Read, there is a real risk that the Debtors' assets will dissipate or deteriorate. Among other things, the Debtors are no longer capable of realizing upon the Accounts Receivable, protecting and gathering their remaining assets, and otherwise dealing with their property. The appointment of a trustee in bankruptcy is the only realistic means by which the Debtors may be able to recover any portion of such Accounts Receivable (although, as described above, there is significant doubt as to whether any of the Accounts Receivable is or will be collectible) and, potentially, the Additional Cheque.

41. The Debtors have ceased making payments to their creditors generally. Based upon my review of the Debtors' accounts with ATB, I can confirm that the Debtors have failed to pay amounts due and owing to various creditors, including, among other persons, payments due to: (i) RBC in the amount of \$913.72; (ii) Business Development Bank of Canada in the amount of \$32,643.84 in respect of certain subordinate secured debt; (iii) Can Life in the amount of \$7,808.08; (iv) Ford Credit in the amount of \$491.70; and (v) HumanCare in the amount of \$617.72.

42. Due to the aforementioned issues, there is significant risk of irreparable harm to ATB and other creditors.

43. ATB has significant concerns over the use of proceeds, the prejudice to creditors and priority rights being ignored, and management's efforts to frustrate ATB's recovery. To ensure that the Debtors' obligations are paid in accordance with their respective priority, and to preserve the assets, properties, and undertaking of the Debtors for the benefit of all stakeholders, including preventing further deterioration of the Debtors' assets, properties, and undertaking, I verily believe that the appointment of a trustee in bankruptcy is necessary, just, and appropriate.

44. I verily believe, based upon my personal knowledge, that the Debtors, within the six months preceding the date of the filing of this Application, have committed acts of bankruptcy, including, among other things:

- (a) each of the Bankrupts has ceased to meet its liabilities generally as they become due and suspended payment of its debts, as contemplated by the BIA;
- (b) Nomodic and Nomodic Ontario have each assigned, removed, secreted or disposed of, or attempted to, or are about to, assign, remove, secrete, or dispose of, any of their property with intent to defraud, defeat or delay their respective creditors or any of them, as contemplated by the BIA; including, among other things, by:
 - (i) concealing and wrongfully withholding property subject to the various security interests in favour of ATB, including the Additional Cheque, and have taken steps to delay ATB's enforcement of its rights as a secured creditor;

- (ii) disposing of property subject to the various security interests in favour of ATB, including cash held in certain bank accounts, by transferring such property to various creditors of the applicable Debtors; and,
- (iii) concealing certain property, including the Additional Cheque, for the purpose of delaying, hindering or defeating their creditors generally, or ATB specifically.

45. Accordingly, the Debtors have suspended payment of their debts, ceased to meet their liabilities as they generally become due, taken certain actions to conceal, secrete, or dispose of property for the apparent purpose of hindering ATB's enforcement of the Debtor Security, and the value of their debts is greater than the value of their remaining assets. The Debtors are and remain indebted to ATB in an amount in excess of one thousand (\$1,000.00) dollars and have failed to repay the Indebtedness, despite ATB's demands.

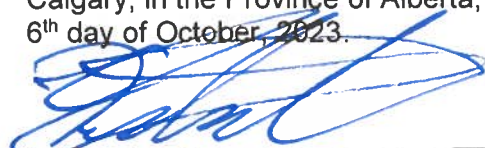
46. It is a term of the Commitment Letter and the GSAs that the Debtors shall pay, among other things, the reasonable fees and disbursements of counsel for ATB on a solicitor and his own client basis.

47. FTI Consulting Canada Inc., of the City of Calgary, in the Province of Alberta, is qualified to act as trustee in bankruptcy with respect to the Debtors, and has consented to act as such.

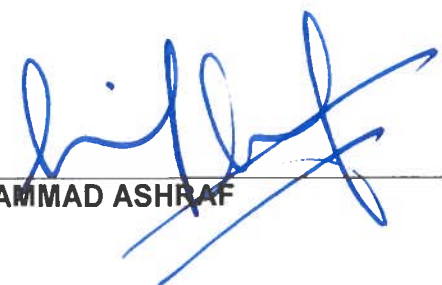
48. The facts alleged in the Application for Bankruptcy Order and in this Affidavit are, within my own knowledge, true.

49. I swear this Affidavit in support of ATB's application for a Bankruptcy Order in respect of the Debtors, and for no other or improper purpose.

SWORN BEFORE ME at the City of)
Calgary, in the Province of Alberta, this)
6th day of October, 2023.)

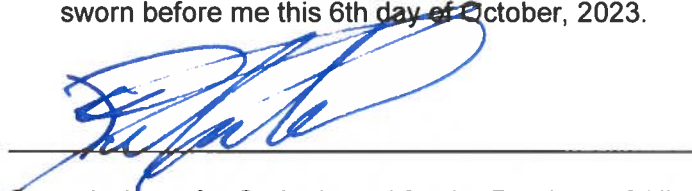


A COMMISSIONER FOR OATHS)
in and for the Province of Alberta)
Pantelis Kyriakakis
Barrister and Solicitor



MUHAMMAD ASHRAF

This is Exhibit "A" referred to in the Affidavit of Muhammad Ashraf
sworn before me this 6th day of October, 2023.

A handwritten signature in blue ink, appearing to be "Pantelis Kyriakakis", is written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

Pantelis Kyriakakis
Barrister and Solicitor




Government
of Canada

Gouvernement
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Federal Corporation Information - 818714-2

 Beware of scams and other suspicious activities. See [Corporations Canada's alerts](#).

Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

[Order copies of corporate documents](#)

Corporation Number

818714-2

Business Number (BN)

818680308RC0001

Corporate Name

Nomodic Modular Structures Inc.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2012-05-07

[Order a Corporate Profile](#) [[View PDF Sample](#)] [[View HTML Sample](#)].

Registered Office Address

c/o CAS CORP. GOVERNANCE SERVICES INC.
600, 815 8TH AVENUE S.W.
CALGARY AB T2P 3P2
Canada

Note

Active CBCA corporations are required to update this information within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Directors**Minimum** 1**Maximum** 10

Kevin Read
1115 Lake Wapta Place S.E.
Calgary AB T2J 2P4
Canada

Adam Brian Capland
130 Adelaide Street West, Suite 2900
Toronto ON M5H 3P5
Canada

Kevin Delaney
3723 Eagleview Road
Blind Bay BC V0E 1H1
Canada

Adam Rosenfeld
563, 7620 Elbow Drive Southwest
Calgary AB T2V 1K6
Canada

Robert Hunt
52 Deermoss Crescent S.E.
Calgary AB T2J 6P4
Canada

Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If

you are not authorized to update this information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Annual Filings

Anniversary Date (MM-DD)

05-07

Date of Last Annual Meeting

2022-06-14

Annual Filing Period (MM-DD)

05-07 to 07-06

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2022 - Filed

2021 - Filed

2020 - Filed

Corporate History

Corporate Name History

2012-05-07 to Present

Nomodic Modular Structures Inc.

Certificates and Filings**Certificate of Incorporation**

2012-05-07

Certificate of Amendment *

2021-11-17

Amendment details: Other

* Amendment details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed. For more information, [contact Corporations Canada](#).

[Order copies of corporate documents](#)

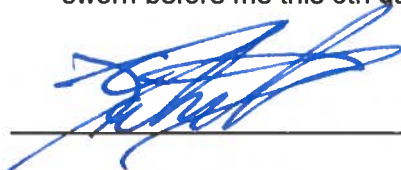
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Date Modified:

2022-11-22

This is Exhibit "B" referred to in the Affidavit of Muhammad Ashraf
sworn before me this 6th day of October, 2023.



A Commissioner for Oaths in and for the Province of Alberta

Pantelis Kyriakakis
Barrister and Solicitor

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

Date of Search: 2022/11/28
 Time of Search: 03:46 PM
 Search provided by: MCCARTHY TETRAULT LLP
 Service Request Number: 38711259
 Customer Reference Number: k.hynne/rt

Corporate Access Number: 2017253390
Business Number: 826584849
Legal Entity Name: AITHRA PROJECTS INC.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2013/01/22 YYYY/MM/DD
Date of Last Status Change: 2022/04/21 YYYY/MM/DD

Registered Office:

Street: 600-815 8 AVE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P3P2

Records Address:

Street: 600-815 8 AVE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P3P2

Email Address: CAROL@CASCORP.CA

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
CLOUTIER	MICHELINE		C/O CAS CORPORATE GOVERNANCE SERVICES INC.	600-815 8 AVE SW	CALGARY	ALBERTA	T2P3P2	CAROL@CASCORP.CA

Directors:

Last Name: READ
First Name: KEVIN
Street/Box Number: 1115 LAKE WAPTA PLACE SE
City: CALGARY

Province: ALBERTA
Postal Code: T2J2P4

Voting Shareholders:

Legal Entity Name: NOMODIC MODULAR STRUCTURES INC.
Corporate Access Number: 2116785003
Street: UNIT 103, 11929 - 40TH STREET SE
City: CALGARY
Province: ALBERTA
Postal Code: T2Z4M8
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" ATTACHED HERETO AND FORMING A PART HEREOF.
Share Transfers Restrictions: NO SHARES SHALL BE TRANSFERRED WITHOUT THE APPROVAL OF ALL DIRECTOR(S) OF THE CORPORATION BY RESOLUTION IN WRITING.
Min Number Of Directors: 1
Max Number Of Directors: 5
Business Restricted To: NO RESTRICTIONS
Business Restricted From: NO RESTRICTIONS
Other Provisions: SEE SCHEDULE "B" ATTACHED HERETO AND FORMING A PART HEREOF.

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2022	2022/08/05

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2013/01/22	Incorporate Alberta Corporation
2018/12/20	Name/Structure Change Alberta Corporation
2020/02/21	Update BN
2020/10/16	Change Director / Shareholder
2022/03/02	Status Changed to Start for Failure to File Annual Returns

2022/04/21	Change Address
2022/04/21	Change Agent for Service
2022/08/05	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2015/01/30
Other Rules or Provisions	ELECTRONIC	2015/01/30
Share Structure	ELECTRONIC	2018/12/20

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



This is Exhibit "C" referred to in the Affidavit of Muhammad Ashraf
sworn before me this 6th day of October, 2023.



A Commissioner for Oaths in and for the Province of Alberta

Pantelis Kyriakakis
Barrister and Solicitor




Government



[Canada.ca](#) → [Innovation, Science and Economic Development Canada](#) → [Corporations Canada](#)
→ [Search for a Federal Corporation](#)

Federal Corporation Information - 1434056-6

 Beware of scams and other suspicious activities. See [Corporations Canada's alerts](#).

Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

[Order copies of corporate documents](#)

Corporation Number

1434056-6

Business Number (BN)

705510907RC0001

Corporate Name

Nomodic Modular Structures (Ontario) Ltd.


Status

Active

Governing Legislation

Canada Business Corporations Act - 2022-09-02

[Order a Corporate Profile](#) [[View PDF Sample](#)] [[View HTML Sample](#)].

[Find existing extra-provincial registrations of this corporation on Canada's Business registries](#) 

Registered Office Address

Suite 600, 815 – 8th Avenue SW
Calgary AB T2P 3P2

Canada

Note

Active CBCA corporations are required to update this information within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Directors

Minimum 1

Maximum 10

Kevin Read
1115 Lake Wapta Place SE
Calgary AB T2J 2P4
Canada

Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings

Anniversary Date (MM-DD)

09-02

Date of Last Annual Meeting

2023-06-30

Annual Filing Period (MM-DD)

09-02 to 11-01

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2023 - Filed

Corporate History

Corporate Name History

2022-09-02 to Present

Nomodic Modular Structures (Ontario) Ltd.

Certificates and Filings

Certificate of Incorporation

2022-09-02

Order copies of corporate documents

Start New Search

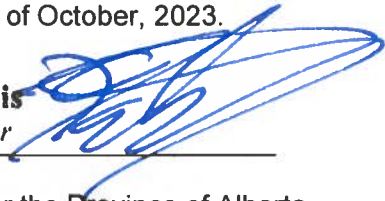
[Return to Search Results](#)

Date Modified:

2023-10-03

This is Exhibit "D" referred to in the Affidavit of Muhammad Ashraf
sworn before me this 6th day of October, 2023.

Pantelis Kyriakakis
Barrister and Solicitor



A Commissioner for Oaths in and for the Province of Alberta

Phone: 403-663-3177

Fax: 403-974-5191

March 17, 2023

Nomadic Modular Structures Inc.
Suite 103, 11929 - 401 Street SE
Calgary, AB T2Z 4M8

Attn: Kevin Read, CEO

Dear Sir:

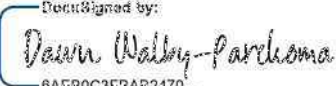
ATB Financial, formerly Alberta Treasury Branches, has approved and offers the within credit facility on the terms and conditions described in the attached Amended and Restated Commitment Letter and accompanying schedules (this "**Agreement**") on and subject to the terms and conditions set forth in this Agreement. This Agreement amends and restates, in its entirety, our Commitment Letter dated July 22, 2020, as subsequently amended pursuant to the First Amending Agreement, dated May 3, 2021, and the Second Amending Agreement, dated May 10, 2022 (collectively, the "**Existing Commitment Letter**"). All borrowings outstanding under the Existing Commitment Letter are deemed to be Borrowings under this Agreement, under the related or corresponding facility referenced in this Agreement and all security provided for such Borrowings is confirmed and ratified.

You may accept our offer by returning the enclosed duplicate of this letter, signed as indicated below, by 4:00 p.m. on or before March 20, 2023 or our offer will automatically expire. This letter may be executed electronically; this letter may be delivered by email, facsimile or other functionally-equivalent electronic means. We reserve the right to cancel our offer at any time prior to acceptance.

Thank you for your continued business.

Yours truly,

ATB FINANCIAL

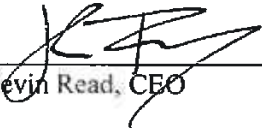
By:  _____
6AEB0C3FBAB2470...
Dawn Walby-Parchoma, Managing Director
Risk Advisory and Management

By:  _____
3F9C165F51C5441...
Jeff Govett, Senior Manager
Commercial Risk Advisory and Management

Encl.

Accepted this 17th day of March, 2023

Nomodic Modular Structures Inc.

Per: 
Kevin Read, CEO

Aithra Projects Inc. (Guarantor)

Per: 
Kevin Read, CEO

*Nomodic Modular Structures (Ontario) Ltd.
(Guarantor)*

Per: 
Kevin Read, CEO

LENDER: ATB FINANCIAL

BORROWER: NOMODIC MODULAR STRUCTURES INC.

GUARANTORS: NOMODIC MODULAR STRUCTURES (ONTARIO) LTD.
AITHRA PROJECTS INC.

1. AMOUNTS AND TYPES OF FACILITIES (each a "Facility" and collectively, the "Facilities")

Facility #1 – OPERATING LOAN FACILITY (REVOLVER) – \$7,000,000

- (a) Facility #1 is available by way of:
 - i) Prime-based loans in Canadian dollars;
 - ii) Letters of Credit (up to an aggregate maximum amount of \$1,000,000) in Canadian dollars; and,
 - iii) Corporate MasterCard (to a maximum of \$150,000).
- (b) Facility #1 is to be used for general corporate purposes and working capital of Borrower.
- (c) Notwithstanding the authorized amount of Facility #1, all advances and Borrowings under Facility #1, will be limited to an amount equal to the lesser of (the "**Margin Limit**"):
 - i) the maximum principal amount of Facility #1, as set out above; or,
 - ii) the amount of the Borrower's current Borrowing Base, as determined in accordance with the terms and conditions set out herein.

2. INTEREST RATES AND PREPAYMENT:

Facility #1:

- (a) Pricing applicable to Facility #1 is as follows:
 - i) Prime-based: Interest is payable in Canadian dollars at Prime plus the Applicable Facility #1 Margin;
 - ii) Letters of Credit: Interest is payable in the currency in which each Letter of Credit is issued in, at a rate equal to 1.5% per annum from the date issued until returned or drawn. If drawn, all obligations, liabilities and indebtedness, under such drawn Letter of Credit will accrue interest, in the currency in which such Letter of Credit was issued in, at an interest rate equal to Prime plus three (3%) per annum; and,
 - iii) Corporate MasterCard: Fees are detailed in the Corporate MasterCard documentation.

- (b) Non-refundable facility fee calculated at a rate equal to the Applicable Facility #1 Margin is payable, quarterly, in Canadian dollars on the last day of each fiscal quarter of Borrower, calculated daily on the unused portion of the authorized amount of Facility #1.
- (c) The Applicable Facility #1 Margin shall be equal to the percentage rate per annum set out in the following table (the “**Applicable Facility #1 Margin**”):

Level	Condition	Prime-based loans	Facility Fee
1	Execution of this Agreement by the Lender and all Loan Parties	3.00%	0.50%
2	Equity Injection of an additional Cdn.\$1,000,000 over and above that referenced in section 6(l) (for a total equity injection of Cdn.\$3,000,000)	2.75%	0.50%

- (d) Interest on Prime-based loans is calculated on the daily outstanding principal balance, and is payable, by the Borrower, on the last day of each and every month.
- (e) The effective date of any change to the Applicable Facility #1 Margin shall be the first day of the fiscal quarter immediately following the last day of the period in which the Borrower met the requisite condition.
- (f) It is acknowledged and agreed that should there be any Event of Default, upon notice from Lender to Borrower, an increase of an additional three (3%) percent per annum shall be applied to the applicable interest rate of all Borrowings and obligations.
- (g) Facility #1 may be prepaid in whole or in part at any time (subject to the notice periods provided in this Agreement), without penalty.

3. REPAYMENT

Facility #1:

- (a) Facility #1 is payable, in full, on demand by Lender, and Lender may terminate the availability thereof (including any undrawn portion) at the Lender’s sole discretion and at any time and without any notice, whatsoever.
- (b) Facility #1 may revolve in multiples, solely by way of Prime based loans, as permitted under this Agreement, and Borrower may borrow, repay, and reborrow, up to the Margin Limit and subject to the notice periods provided for in this Agreement.
- (c) All payments made shall be applied, at Lender's sole discretion, firstly to accrued interest and secondly to principal.

4. FEES:

- (a) In consideration of the administrative time and expense incurred by the Lender in relation this Agreement and in further consideration of the Lender agreeing to enter into this Agreement, the Borrower shall pay to the Lender, a non refundable application fee, in the

total amount of Cdn.\$21,000, which shall be earned, due, and payable, to the Lender, immediately upon the Lender's execution of this Agreement.

- (b) 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.
- (c) For reports or statements not received within the stipulated periods (and without limiting Lender's rights by virtue of such default), Borrower will be subject to a fee of \$50 per month (per monthly or quarterly reporting obligation or statement) and \$250 per month (per annual report or statement) for each late reporting occurrence, which fees will be deducted from the Borrower's account automatically.
- (d) 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, the "**Security Documents**") shall secure all Facilities and all other obligations of the Loan Parties to Lender (whether present or future, direct or indirect, contingent or matured).

The parties acknowledge that the following Security Documents are currently held:

- (a) General Security Agreement, dated May 6, 2013, as granted by Borrower, providing, a first-ranking security interest over all present and after acquired personal property of the Borrower;
- (b) General Security Agreement, dated March 29, 2017, as granted by Borrower, providing, a first-ranking security interest over all present and after acquired personal property of the Borrower;
- (c) Unlimited Continuing Collateralized Guarantee, dated December 16, 2020, as granted by Aithra Projects Inc., to and in favour of the Lender;
- (d) General Security Agreement, dated December 16, 2020, as granted by Aithra Projects Inc. providing a first-ranking security interest over all present and after acquired personal property of Aithra Projects Inc.; and,
- (e) Intercreditor Agreement, dated July 22, 2020, between ATB Financial, as senior lender, Matt Gowanlock, as subordinated lender, and Nomodic Modular Structures Inc., as borrower.

The Loan Parties hereby acknowledge and agree that, notwithstanding anything contained in this Agreement, each of the Security Documents previously granted by the Loan Parties for the benefit of Lender in connection with the Existing Commitment Letter continue in full force and effect, without in any way impairing or derogating from any of the mortgages, pledges, charges, assignments, security interests, covenant, agreements, and obligations therein contained or thereby constituted, as continuing security for all indebtedness, liabilities and obligations of the Loan Parties to Lender; howsoever arising or incurred, including, without limitation, in connection with this Agreement. The Loan Parties acknowledge and agree that Lender is relying on this Section 5 in connection with its commitments under this Agreement and further acknowledge and agree that references in the Security Documents to the "Commitment Letter", the "Loan Agreement" or the "Credit Agreement" (as applicable) shall include this Agreement, as

the same may be amended, modified, supplemented, restated, or replaced, from time to time, and the other documents, instruments and agreements entered into pursuant thereto.

The parties covenant, acknowledge, and agree, that the following additional Security Documents (collectively, the “**Additional Security Documents**”) are required to be provided to the Lender, at this time:

- (a) Updated General Security Agreement, from the Borrower, providing a first-ranking security interest over all present and after acquired personal property of the Borrower;
- (b) Unlimited Continuing Collateralized Guarantee, granted from Nomodic Modular Structures (Ontario) Ltd., to and in favour of the Lender;
- (c) General Security Agreement, from Nomodic Modular Structures (Ontario) Ltd., providing a first-ranking security interest over all present and after acquired personal property of Nomodic Modular Structures (Ontario) Ltd.;
- (d) Subordination and Postponement Agreement, as granted or entered into by BDC, to and in favour of the Lender, with respect to among other indebtedness, the BDC Loan, in a form and substance acceptable to the Lender;
- (e) Subordination and Postponement Agreement, as granted or entered into by Royal Bank of Canada, to and in favour of the Lender, subordinating and postponing all RBC’s rights, titles, and interests (other than with respect to the \$500,000.00 guaranteed investment certificate in the name of the Borrower, bearing account #00980215747, investment 0001) to and in favour of the Lender, in a form and substance acceptable to the Lender; and,
- (f) any and all further or additional security, mortgages, charges, pledges, or any documents, instruments, or agreements in connection thereto, as may be requested by the Lender, on terms and conditions acceptable to the Lender, as determined by the Lender.

The Security Documents and Additional Security Documents are or will be registered in the following jurisdictions: Alberta, British Columbia, Manitoba, Ontario, Yukon, Saskatchewan, and New Brunswick (collectively, the “**Jurisdictions**”).

6. **CONDITIONS PRECEDENT**

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

In addition, no Facilities will be available until the following conditions precedent have been satisfied, unless waived by Lender:

- (a) Lender has received all Security Documents and Additional Security Documents and all registrations and filings have been completed, in all Jurisdictions, in all cases in a form and substance satisfactory to Lender;
- (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, and a certificate of incumbency;

- (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) Lender has received a satisfactory legal opinion from counsel to the Loan Parties addressing:
 - i) the due authorization, execution and delivery of the Loan Documents; and,
 - ii) any other matters that may be reasonably requested by Lender;
- (e) 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 or Additional Security Documents (other than Permitted Encumbrances);
- (f) Lender has received a satisfactory certificate of insurance issued by Loan Parties insurance broker in respect of all policies required to be maintained by Loan Parties (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;
- (g) Loan Parties have provided Lender with a list of all existing Material Development Agreements, as well as certified copies of all Material Development Agreements it may request from that list. Lender will be satisfied that all Material Development Agreements are in full force and effect and that no Loan Party is in default under any of them;
- (h) All security interests charging any asset of a Loan Party have been discharged, other than security interests in favour of Lender and any Permitted Encumbrances;
- (i) Lender has received from Borrower:
 - i) an executed Borrowing Base Certificate, as required, demonstrating an acceptable Borrowing Base to support all Borrowings outstanding and requested on a given date; and,
 - ii) an executed Compliance Certificate confirming that Borrower is in compliance with all the terms and conditions of this Agreement, prior to initial drawdown and that all representations and warranties continue to be true and correct in every material respect prior to initial drawdown;
- (j) 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;
- (k) Lender has received payment of all fees due in respect of this Agreement;
- (l) Borrower will have received at least Cdn.\$2,000,000 in equity injections, on terms and conditions satisfactory to the Lender, of which at least Cdn.\$1,770,000 shall be applied by the Borrower as an immediate repayment of Borrowings under Facility #1;
- (m) Lender has received an initial 14 week Cash Flow Projections (as defined and described below), which evidences that Loan Parties have sufficient liquidity to fund their

operations and their obligations as set out herein, in a form and substance acceptable to the Lender;

- (n) Loan Parties will provide a full and final release and indemnity, to and in favour of Lender, in a form and substance acceptable to the Lender;
- (o) Loan Parties will provide to the Lender, executed agreements with all parties holding Subordinated Debt claims (which, for clarity, does not include any trade creditors necessary for ongoing business operations of Loan Parties) which set out revised payment terms, as are acceptable to the Lender and are reflected in and supported by the Cash Flow Projections and Variance Analysis;
- (p) Lender has received the authorizations and supporting documents set out in Section 13 of this Agreement; and,
- (q) Lender has received any other documents as Lender has reasonably requested.

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 the Lender's sole, absolute and unfettered discretion, 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.

7. POSITIVE COVENANTS

Each Loan Party covenants with Lender that, each Loan Party will, jointly and severally do and perform the following covenants. 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) Loan Parties will pay to Lender, when due, all amounts (whether principal, interest or other sums) owing by them to Lender from time to time;
- (b) Each Loan Party will deliver to Lender, applicable, fully executed versions of the Additional Security, in all cases in a form and substance acceptable to Lender;
- (c) Borrower will ensure that at least 95% of its consolidated assets are held by those Loan Parties which have provided security to and in favour of Lender;
- (d) Borrower will use the proceeds of the Facilities only for the purposes as set out in this Agreement or as otherwise approved by Lender, in writing;
- (e) Each Loan Party will maintain its valid existence as a corporation or partnership, as the case may be, and in all material respects, will maintain all licenses, permits, 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;
- (f) Each Loan Party will maintain its books of account and records relative to the operation of its business and financial condition in accordance with GAAP;
- (g) 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. Any equipment or property that is replaced will be done so with

equipment or property that is at least equal in quality and condition and will be free of mortgages, charges, liens, encumbrances and security interest other than Permitted Encumbrances;

- (h) Each Loan Party will maintain 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 as an 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 or assets, 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.

The policies of insurance to be maintained shall not contain any co-insurance clauses and shall be in a form and with insurers satisfactory to Lender, in its sole discretion, and shall include the agreement of the insurer that the policy will not be cancelled without at least 30 days prior written notice of any intended cancellation to Lender. Lender, or such other parties as Lender may direct, shall be named in all policies of insurance other than public liability insurance as first mortgagee upon the terms of the standard Insurance Bureau of Canada mortgage clause. Lender reserves the right to have any insurance policies reviewed by an independent insurance advisor, at the cost of the Borrower;

- (i) Each Loan Party will permit Lender, by its officers or authorized representatives at any reasonable time and on reasonable prior notice, or any of the Lender's consultants or financial advisors, 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 their relevant books of accounts and records;
- (j) Each Loan Party will remit and pay, when due, all sums owed to tax and other governmental authorities (including, without limitation, any sums in respect of employees and GST) and all Priority Payables and, upon the Lender's request, each Loan Party will provide Lender with such information and documentation in respect thereof as Lender may reasonably require, from time to time;
- (k) Each Loan Party will comply with all Applicable Laws, rules and regulations, including without limitation, environmental laws and builder's lien legislation;
- (l) Each Loan Party 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 or impact on its business;
 - ii) any event which constitutes, or which with notice, lapse of time or both, would constitute a breach of any provision hereof, or in the Security Documents or Additional Security Documents;
 - iii) each event which has or is reasonably expected to have a Material Adverse Effect or impact on the business of any Loan Party;

- iv) any Material Adverse Change regarding any Loan Party, or of any material loss, destruction or damage to its properties and assets; and
 - v) the opening or establishment of an account, or decision to make use of an existing account, with any other financial institution through which any Loan Party intends to conduct any banking operations (other than the RBC Accounts);
- (m) Loan Parties will remove any encumbrance, lien or charge against any of the properties or assets over which the Lender has a security interest, which is not permitted, within seven days of written notice from Lender;
- (n) Borrower will, on or before April 15, 2023, raise and obtain, in cash, a further Cdn.\$500,000 equity injection, on terms and conditions acceptable to the Lender, which shall be immediately used and applied as a repayment to Facility #1;
- (o) Loan Parties covenant and agree that, Borrower shall, at all times and for each and every day that any Borrowings remain outstanding under or in connection with this Agreement, maintain minimum cash liquidity, in the form of approved guaranteed investment certificates, in the name of the Borrower, issued by and on deposit with the Lender (collectively, the “ATB GICs”) in the following amounts:
 - i) Cdn.\$500,000, from March 31, 2023 up to and including June 29, 2023;
 - ii) Cdn.\$600,000, from June 30, 2023 up to and including September 29, 2023; and
 - iii) Cdn.\$1,000,000, from September 30, 2023, and for every month thereafter;
- (p) Loan Parties will, on or before June 15, 2023, provide Lender with a report on all Loan Parties’ current and planned equity raise efforts, which report shall include, among other items, all existing commitments, anticipated commitments, efforts, progress to date, anticipated or proposed timelines, and closing dates, and: (i) documenting the Loan Parties plan to raise and obtain sufficient funds to support Loan Parties’ operations within the Margin Limit going forward; and, (ii) will be in a form and substance acceptable to the Lender;
- (q) Each Loan Party undertakes and agrees that, upon request from Lender, each Loan Party will grant a fixed mortgage and charge, to Lender, on any or all real property of that Loan Party so designated by Lender. Each Loan Party shall promptly provide to Lender all information reasonably requested by Lender to assist it in that regard. Each Loan Party, jointly and severally, 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 and Additional Security Documents;
- (t) Each Loan Party will maintain in effect policies and procedures designed to promote compliance by such Loan Party, its Subsidiaries, and their respective directors, officers, employees and agents with all applicable Sanctions, AML Laws and Anti-Corruption Laws; and,

- (u) Each Loan Party will provide to Lender, on request, any further or additional information regarding its assets, operations, financial documents and statements, accounting records, building condition reports (to be prepared by a qualified engineering firm approved by the Lender), appraisals (to be prepared by a firm approved by the Lender), agreements, instruments, documents, books, records, reports, or access to any such information or to the Borrower's premises, as may be required or as requested by the Lender, at the Lender's sole discretion.

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:
 - i) trade payables incurred in the ordinary course of business;
 - ii) any Indebtedness owing to another Loan Party (but only if that Loan Party has provided the Security Documents or Additional Security Documents required by Lender);
 - iii) any Indebtedness secured by a Permitted Encumbrance;
 - iv) any unsecured advances from affiliates/shareholders which are postponed in all respects to the Lender; and
 - v) any Indebtedness owing to Lender;
- (c) A Loan Party will not sell, assign, transfer, convey, lease (as lessor), contribute or otherwise dispose of, or grant options, warrants or other rights with respect to any assets except:
 - i) inventory sold, leased or disposed of in the ordinary course of business,
 - ii) obsolete equipment which is being replaced with equipment of an equivalent value,
 - iii) assets sold, leased or disposed of to another Loan Party (but only if that Loan Party has provided the Security Documents or Additional Security Documents required by Lender);
 - iv) the sale of Complete Framing Solutions and any equity interests in Cleantek Industries Inc. held by the Borrower as at March 17, 2023; and
 - v) in addition to (iv), any assets sold, leased or disposed of during a fiscal year having an aggregate fair market value not in excess of \$100,000 for such fiscal year;

- (d) A Loan Party will not provide any financial assistance (by means of a loan, guarantee or otherwise) to any Person;
- (e) A Loan Party will not pay any amount to or for the benefit of shareholders or Persons associated with shareholders (within the meaning of the Business Corporations Act (Alberta)), whether by way of salaries, bonuses, dividends, management fees, repayment of loans, distributions or otherwise any amount, without the prior written consent of the Lender. Notwithstanding the foregoing and subject to the exceptions herein, for greater certainty, no Loan Party shall be prohibited from paying any salary, bonus, directors' fee or other executive compensation to any employee, officer or director of any Loan Party who is also a shareholder or person associated with a shareholder provided such payment is made in the ordinary course of business and is consistent with such Loan Party's existing practices and evidenced by the Cash Flow Projections; however, directors' fees shall not exceed \$40,000 per fiscal year; and
- (f) A Loan Party will not redeem, purchase or otherwise acquire, retire or pay out 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 is then in existence under this Agreement or would thereafter be in existence and this Agreement and all Security Documents or Additional Security Documents continue to be enforceable against the successor entity corporation as first charge security;
- (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 move or allow any of its assets to be moved to any jurisdiction outside of Canada or the Jurisdictions, without the Lender's prior written consent;
- (j) A Loan Party will not change the present nature of its business in any material respect;
- (k) A Loan Party will not allow, permit, or cause any subsidiary (or other related entity) to enter into any Material Development Agreements or other construction agreements or collect any receivables associated with the Business;
- (l) A Loan Party will not enter into any Swap;
- (m) A Loan Party will not, in any material respects, 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;
- (n) Borrower will not utilize Borrowings to finance any acquisition of any entity that is publicly traded, or the facilitation, assistance or participation in any acquisition of such securities, unless consented to by the Lender, in writing;
- (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 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 Borrowings and corresponding security agreements charging all of its present and after-acquired property and assets, together with a satisfactory opinion of its counsel as to due authorization, execution, and delivery of that guarantee and security all in a form and substance acceptable to the Lender, in the Lender's sole and unfettered discretion; or
 - ii) make any equity investment in, or purchase, or otherwise acquire or hold any equity securities (other than those disclosed to the Lender and specifically relating to Complete Framing Solutions and Cleantek Industries Inc.) of, any other Person other than another Loan Party;
- (r) A Loan Party will not use the proceeds (or permit any other Subsidiary to use the proceeds) of any Borrowing to accumulate or maintain cash or cash equivalents in one or more depository or investment accounts maintained by the Loan Party or any Subsidiary in an amount, in the aggregate between all such parties, greater than \$250,000 (or the equivalent amount in any other currency), but excluding therefrom: (i) the ATB GICs; (ii) the RBC GICs; and, (iii) cash or cash equivalents accumulated or maintained therein for a specified business purpose (other than simply accumulating a cash reserve), and, for certainty, the Lender may refuse to make any requested advance which the Lender, acting reasonably, determine would result in a contravention of this Section 8(r); and.
- (s) A Loan Party will not acquire or at any time directly or indirectly own, lease, operate or otherwise conduct any business relating to Cryptocurrency Assets.

9. REPORTING COVENANTS

Loan Parties will provide to Lender:

- (a) within 120 days after the end of each of its fiscal years:
 - i) financial statements of Loan Parties on an audited basis prepared by a firm of qualified accountants;
 - ii) a Compliance Certificate in the form attached hereto as Schedule "A";
 - iii) annual capital and revenue budgets from Loan Parties for the next following fiscal year;
 - iv) backlog report;
 - v) profit and loss summary of major contracts; and
 - vi) management update;
- (b) within 45 days following the end of each fiscal quarter:
 - i) internally produced financial statements of Loan Parties on a consolidated and unconsolidated basis for that quarter, and

- ii) a Compliance Certificate of Borrower in the form attached hereto as Schedule "A";
- (c) within 21 days following the end of each calendar month (unless otherwise agreed to by the Lender, in writing):
 - i) internally produced financial statements including: (i) balance sheet; (ii) income statement; (iii) cash flow statement; (iv) detailed aged payable listing, up to the end of the previous month, which shall include, among others, a detailed list of Priority Payables along with all outstanding, unremitted, or uncashed cheques, or other amounts that are or may be subject to potential liens and related claims and actions, due to any inability to pay such payables; (v) confirmation that all Priority Payables have been paid or, alternatively, a plan for addressing all Priority Payables not yet due and owing or which otherwise have not received payment, in full or in part; and (iv) a detailed aged receivables listing, up to the end of the previous month, which shall include all corresponding progress updates, all of which shall be in a form and substance acceptable to the Lender, in its sole discretion;
 - ii) individual monthly statements for all deposit accounts and accounts in which any investment products or guaranteed investment certificates are held, for all accounts or products held with RBC, including the RBC Accounts, and confirmation that no other deposit account, investments, or financial products of any kind or nature, whatsoever, are held with any other financial institution, which confirmation shall be certified by a senior officer of Loan Parties;
 - iii) a Borrowing Base Certificate in the form attached hereto as Schedule "B"; and,
 - iv) a Compliance Certificate of Borrower in the form attached hereto as Schedule "A";
- (d) commencing on April 21, 2023, and within 21 days following the end of every calendar month thereafter until the satisfaction of the minimum liquidity requirement set out in Section 7(o)iii) of this Agreement and the Borrower not having committed any default or Event of Default hereunder or under any of the Loan Documents, Loan Parties shall provide Lender with rolling fourteen (14) week cash flow projections, in a form and substance acceptable to the Lender (the "**Cash Flow Projections**") for each Loan Party, along with any other subsidiaries or related entities, on a consolidated basis. The Cash Flow Projections shall include: (i) all prior week(s) Cash Flow Projections, and will incorporate both actual results and a variance analysis between the initial Cash Flow Projections and actual results for all prior week(s) (the "**Variance Analysis**") explaining all material differences (being a variance of 10% or more which amounts to Cdn.\$25,000 or more); and, (ii) rolling Cash Flow Projections for the next fourteen (14) weeks, all of which shall be in a form and substance acceptable to the Lender, in its sole discretion; and,
- (e) on request, any further information regarding its assets, operations and financial condition that Lender may from time to time reasonably require.

10. FINANCIAL COVENANTS

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

- (a) permit Unfunded Capital Expenditures, which are not approved by the Lender, in writing beforehand, to exceed Cdn.\$350,000, in any fiscal year of the Loan Parties; or
- (b) permit the Borrower's pro forma EBITDA to fall below:
 - i) Cdn.\$855,000 for the trailing 4 months ending May 31, 2023;
 - ii) Cdn.\$1,015,000 for the trailing 5 months ending June 30, 2023;
 - iii) Cdn.\$1,161,000 for the trailing 6 months ending July 31, 2023;
 - iv) Cdn.\$1,462,000 for the trailing 7 months ending August 31, 2023;
 - v) Cdn.\$1,584,000 for the trailing 8 months ending September 30, 2023;
 - vi) Cdn.\$1,723,000 for the trailing 9 months ending October 31, 2023;
 - vii) Cdn.\$1,968,000 for the trailing 10 months ending November 30, 2023; and,
 - viii) Cdn.\$1,935,000 for the trailing 11 months ending December 31, 2023.

Each of the above financial ratios shall be maintained at all times and shall be detailed in the compliance certificate required to be delivered under this Agreement.

11. 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 federally or in the Province of Alberta and everywhere else it carries on 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;
- (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) 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;
- (f) The most recent financial statements of Loan Parties, provided to Lender fairly present their financial position as of the date thereof and 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;
- (g) 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 and the Security

Documents and Additional Security Documents, once granted, will constitute a first priority mortgage, charge, and security interest on all real and personal property and assets of the Loan Parties, with the exception of the \$500,000.00 guaranteed investment certificate in the name of the Borrower, bearing account #00980215747, investment 0001, with RBC;

- (h) 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 or assets as a result of any environmental damage, except to the extent disclosed in writing to, and acknowledged by, Lender;
- (i) 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;
- (j) 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 that information is not incomplete by the omission of any material fact necessary to make it not misleading;
- (k) 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;
- (l) Each Loan Party, each Subsidiary of any Loan Party, and each director, officer, employee and agent thereof is in compliance, in all material respects, with all applicable Sanctions, Anti-Corruption Laws and AML Laws; and,
- (m) No Loan Party, nor any Subsidiary of any Loan Party nor any director, officer, employee or agent thereof 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.

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.

12. NEXT REVIEW DATE

Without affecting Lender's right to demand the immediate repayment of all Facilities and all Borrowings hereunder, at any time and at the Lender's sole and unfettered discretion, all Facilities are and remain subject to review by the Lender, at any time and at the Lender's sole discretion, which review shall occur on, at least, an annual basis. The next annual review date has been set for October 31, 2023 but may be set at an earlier or later date, at the sole discretion of Lender.

13. AUTHORIZATIONS AND SUPPORTING DOCUMENTS:

Loan Parties have delivered or will deliver the following authorizations and supporting documents to Lender, as applicable:

- (a) Loan Parties:
 - i) Incorporation documents including Certificate of Incorporation, Articles of Incorporation (including any amendments) and last Notice of Directors;
 - ii) Banking resolution in form provided by Lender or otherwise acceptable to Lender;
 - iii) Certificate of signing authority;
 - iv) Corporate MasterCard documentation;
 - v) Environmental questionnaire & disclosure statement;
 - vi) Credit information and Alberta Land Titles Office Name Search Consent Form; and,
 - vii) Corporate resolution concerning all Loan Documents;
- (b) General:
 - i) Documents related to AML Laws, government sanction and "know your client" laws;
 - ii) Opinion from counsel to Loan Parties; and,
 - iii) Opinion from counsel to Lender.

14. DRAWDOWNS, PAYMENTS AND EVIDENCE OF INDEBTEDNESS:

- (a) Unless otherwise provided for hereunder, principal advance and repayments on Prime Based Loans are to be in the minimum sum of \$0.01.
- (b) Interest on Prime-based loans is calculated on the daily outstanding principal balance, and is payable on the last day of each month.
- (c) Other than with respect to overdrafts, 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
 - B. Cdn. \$5,000,000 and over - one Business Day prior written notice
- (d) Letters 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 Facility #1.

- (e) Borrower shall monitor its Borrowings to ensure that the Borrowings do not exceed the maximum amount available hereunder. Without in any way affecting the Lender's ability to terminate any availability under this Agreement, without further notice, Lender shall have no obligation to make any borrowing available in excess of amounts available hereunder.
- (f) Borrower may cancel the availability of any unused portion of a Facility on five Business Days' notice. Any such cancellation is irrevocable.
- (g) Where the interest rate is floating based on Prime, the annual rates of interest to which those rates are calculated, in accordance with this Agreement, are equivalent to such rates multiplied by the actual number of days in the given 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, at the Lender's then applicable and specific rate, exceeds the amount available under such Facility, Loan Parties shall, unless Lender otherwise agrees in its sole discretion, immediately repay such excess to Lender.
- (i) 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 Calgary Deerfoot Meadows, 1200, 33 Heritage Meadows Way SE, Calgary, Alberta, T2H 3B8. Funds under the Facilities will be advanced into and repaid from account no. 850-163205100 at the Branch of Account, or such other branch or account as Borrower and Lender may agree upon from time to time.
- (j) 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 under this Agreement) constitute, in the absence of manifest error, conclusive evidence of the indebtedness of Borrower to Lender pursuant to this Agreement.
- (k) Loan Parties authorize and direct Lender to automatically debit, by mechanical, electronic or manual means, any bank account of Loan Parties for all amounts payable 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.
- (l) the Loan Parties do not dispute their liability to repay any of the indebtedness and obligations owing under the Facilities, this Agreement or any of the Loan Documents, on any basis, and all rights of the Lender shall remain in full force and effect. The Loan Parties confirm that the Loan Parties do not have any right of setoff, damages, recoupment, or other offset or any defense, claim, or counterclaim with respect to any indebtedness, obligations, or liabilities owed to the Lender or those under this Agreement, the Loan Documents, or any other document, agreement, or instrument in connection thereto or hereby granted in connection therewith.
- (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 Letter of Credit is outstanding at any time when the obligations under the Facilities become 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 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 Letter of Credit. Lender will credit Borrower with interest on these proceeds at the prevailing rate for comparative term deposits maturing on the date that any such Letter of Credit is returned for cancellation by the beneficiary or has expired (as applicable).

15. 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 any demand Facility, at any time and at the Lender's sole discretion, 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 (if any) under this Agreement and demand immediate payment, in full, of all or any part of the amounts outstanding under all Facilities. Failing such immediate payment, Lender may, without further notice, realize under the Security Documents and Additional Security Documents, to the extent Lender chooses.

16. MISCELLANEOUS:

- (a) Loan Parties acknowledge that the terms of this Agreement are confidential and agree not to disclose the terms hereof or provide a copy hereof to any Person without the prior written consent of the Lender, other than: (a) to their affiliates and their affiliates respective partners, directors, officers, employees, agents and advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential), (b) to the extent requested by any governmental authority purporting to have jurisdiction over them (including any self-regulatory authority), (c) to the extent required by applicable law or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document, (f) as otherwise contemplate pursuant to the terms of this Agreement or any other Loan Documents, (g) to the extent such information becomes publicly available other than as a result of a breach of this section.
- (b) All of the Lender's reasonable expenses, costs, and disbursements, that it has incurred or will incur arising out of its dealings with the Loan Parties or in the preparation, registration, protection, preservation, and enforcement of the Security Documents, the Additional Security Documents, this Agreement, or any of the Loan Documents, including, without limitation: (i) all of the Lender's legal costs, as calculated between a solicitor and its own client, on a full indemnity basis; and, (ii) all fees, disbursements, expenses, and costs of the Lender, are recoverable by the Lender, under and pursuant to this Agreement and all Loan Documents, with the same priority as now exists thereunder and, furthermore, the Borrower irrevocably authorizes the Lender to debit the Borrower's account(s) for any and all such costs and expenses, and upon the Lender's approval, on an ongoing and immediate basis.

- (c) All Security Documents, Additional Security Documents and Loan 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, Additional Security Documents, and Loan Documents, and proceed with all 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 any other Loan Party or Guarantor 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) Lender is authorized but not obligated, at any time after Borrower is in default hereunder or Lender has demanded payment of any of the Facilities, to apply any credit balance, whether or not then due, to which Borrower is entitled on any account in any currency at any branch or office of Lender in or towards satisfaction of the obligations of Borrower due to Lender under this Agreement or any of the Loan Documents. Lender is authorized to use any such credit balance to buy such other currencies as may be necessary to effect such application.
- (f) Borrower shall reimburse Lender for any additional cost or reduction in income or capital 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.
- (g) Words importing the singular will include the plural and vice versa, and words importing gender will include the masculine, feminine and neuter, in each case all as the context and the nature of the parties requires.
- (h) Where more than one Person is liable as Borrower (or as a Guarantor) for any obligation under this Agreement or any other Loan Documents, then the liability of each such Person for such obligation is joint and several with each other such Person.
- (i) If any portion of this Agreement is held invalid or unenforceable in any jurisdiction, the remainder of this Agreement will not be affected and will be valid and enforceable to the fullest extent permitted by law and any such invalidity or unenforceability will not invalidate or render unenforceable that provision in any other jurisdiction. To the extent that any provision of any of the Security Documents or Additional 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 or Additional Security Documents.

- (j) Where the interest rate of a credit is based on Prime, the applicable rate on any day will depend on the Prime rate in effect on that day, as applicable. 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.
- (k) All interest rates specified are nominal annual rates. The effective annual rate in any case will vary with payment frequency. All interest payable under this Agreement bears interest after as well as before maturity, default and judgment with interest on overdue interest at the applicable rate payable hereunder. To the extent permitted by law, Loan Parties waive the provisions of the *Judgment Interest Act* (Alberta). Loan Parties confirm that they fully understand and are able to calculate the rate of interest applicable to each of the Facilities and all Borrowings based on the methodology for calculating per annum rates provided for in this Agreement and the other Loan Documents. Loan Parties hereby irrevocably agree not to plead or assert, whether by way of defence or otherwise, in any proceeding relating to this Agreement or any other Loan Document, that the interest payable under this Agreement or any other Loan Document and the calculation thereof has not been adequately disclosed to Borrower as required pursuant to Section 4 of the *Interest Act* (Canada).
- (l) 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 Loan Parties), 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.
- (m) In the event of any conflict between the provisions of this Agreement and those of a Loan Document, the provisions of this Agreement prevail. The terms of this Agreement shall survive the execution and delivery of the Loan Documents.
- (n) Unless otherwise specified, references in this Agreement to "\$" and "dollars" mean Canadian dollars.
- (o) 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 under this Agreement 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.

- (p) 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.
- (q) Borrower shall indemnify Lender against all losses, liabilities, claims, damages or expenses (including without limitation legal expenses, on a solicitor and his own client basis) (i) incurred in connection with the entry into, performance or enforcement of this Agreement, the Loan Documents, the use of any Facility or related proceeds, or any breach by Borrower of the terms hereof or any document related hereto, or (ii) arising out of or in respect of: (A) the release of any hazardous or toxic waste or other substance into the environment from any property of Borrower or any of its subsidiaries, and (B) the remedial action (if any) taken by Lender in respect of any such release, contamination or pollution. This indemnity will survive the repayment or cancellation of any of the Facilities and any termination of this Agreement or the Loan Documents. A Loan Party's obligations under this Section 16(f) continue even after all Facilities have been repaid and this Agreement has terminated.
- (r) Loan Parties hereby covenant and agree that, upon the Lender's request, each Loan Party shall execute and deliver to the Lender, an acknowledgement and consent, in a form and substance acceptable to the Lender, agreeing to and engaging a financial advisor, as the Lender's consultant, to perform a review of the business operations, liquidity circumstances, and general financial circumstances of Loan Parties, subsidiaries, or related entities, at the Borrower's sole cost and expense.
- (s) Each accounting term used hereunder, unless otherwise defined herein, has the meaning assigned to it under GAAP consistently applied. If there occurs a change in generally accepted accounting principles (an "**Accounting Change**"), including as a result of a conversion to International Financial Reporting Standards, and such change would result in a change (other than an immaterial change) in the calculation of any financial covenant, standard or term used hereunder, 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 thereunder shall be determined without giving effect to the Accounting Change.
- (t) For certainty, the permission to create a Permitted Encumbrance shall not be construed as a subordination or postponement, express or implied, of Lender's Security Documents or Additional Security Documents to any such Permitted Encumbrance.

- (u) 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.
- (v) This Agreement will not merge upon the execution and delivery of any other Loan Documents, but will remain in full force and effect thereafter.
- (w) 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.
- (x) Lender agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed:
 - i) to its affiliates and to its related parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of the Information and instructed to keep such Information confidential);
 - ii) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its related parties (including the Office of the Superintendent of Financial Institutions or similar body and any self-regulatory authority, such as the National Association of Insurance Commissioners);
 - iii) to the extent required by Applicable Law or regulations or by any subpoena, court order, or similar legal process;
 - iv) to any other Loan Party;
 - v) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of any rights or remedies hereunder or thereunder;
 - vi) upon entering into a confidentiality agreement, acceptable to the Lender, to (i) any purchaser, assignee of, or participant in, or any prospective purchaser, assignee of, or participant in, any or all of the Lender's rights and obligations under this Agreement, any Loan Documents or any indebtedness thereunder, or (ii) any actual or prospective party (or its related parties) to any swap, derivative or other transaction under which payments are to be made by reference to Borrower and its obligations, this Agreement or payments hereunder;
 - vii) to any financial institution, credit reporting agency, rating agency or credit bureau in connection with rating Borrower or its subsidiaries or the Facilities;
 - viii) with the consent of Borrower; or,

- ix) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section, or (ii) becomes available to Lender or any of their respective affiliates on a non-confidential basis from a source other than Borrower.

For purposes of this Section, "**Information**" means all information received from Loan Parties or any of their Subsidiaries, other than any such information that is available to Lender on a non-confidential basis prior to disclosure by Loan Parties or any of their Subsidiaries; provided that, in the case of information received from Borrower or any of its Subsidiaries after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

- (y) 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.
- (z) 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.
- (aa) Notwithstanding any provision of the Loan Documents to the contrary, the Loan Parties covenant and agree that the Lender shall have the absolute right to assign, sell, or participate its rights and obligations in this Agreement, the Facilities or in any Borrowing thereunder, or any of the Loan Documents, in whole or in part, to one or more persons, without the consent of any Loan Parties, but simply upon providing notice of such assignment, sale, or participation to such Loan Parties.
- (bb) Time shall be of the essence in all provisions of this Agreement.
- (cc) 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.

- (dd) 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.
- (ee) Pantelis Kyriakakis of McCarthy Tetrault LLP is designated as Lender's solicitor.

17. 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" - Form of Borrowing Base Certificate

18. 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.

"Accounts Receivable" means, whether now existing or hereafter arising, any accounts, accounts receivable, other receivables, choses in action, general intangibles, chattel paper, instruments, documents, notes and contract rights related to or evidencing the obligations or the receivables arising under any sales or services transactions provided by the Loan Parties to any Person resident in Canada, in the ordinary course of business and which amounts shall be periodically reported to the Lender in accordance with the terms of this Agreement. For clarity, for the purposes of this Agreement and for calculating the Borrower's Borrowing Base, "Accounts Receivable" shall only pertain to, include, and account for receivables from Canadian based counterparties and operations, within the Jurisdictions. Upon the Borrower obtaining sufficient insurance concerning valid accounts receivable from counterparties in the United States of America, on terms and conditions acceptable to the Lender, in the Lender's sole and unfettered discretion, the Lender may elect, in the Lender's sole discretion, to account for such properly insured U.S. receivables as part of the Borrower's Borrowing Base, by way of a further amendment to this Agreement.

"Agreement" means this agreement between Lender and Borrower, including any attached schedules, as the same may be amended, restated, 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).

"ASPE" means Accounting Standards for Private Enterprise together with their accompanying documents which are set by the International Accounting Standards Board, the independent standard-setting body of the International Accounting Standards Committee Foundation (the **"IASC Foundation"**), and the International Financial Reporting Interpretations Committee, the interpretative body of the IASC Foundation but only to the extent the same are adopted by CPA Canada as generally accepted accounting principles in Canada and then subject to such modifications thereto as are agreed by CPA Canada.

"BDC Loan" means the loan provided by Business Development Bank of Canada to Borrower in the aggregate principal amount not to exceed Cdn. \$1,500,000, which loan (a) shall, subject to Section 8(o) hereof, be 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 (b) which is unsecured or with respect to which all security, if any, held by BDC has been fully subordinated to the security granted under the Loan Documents to the satisfaction of Lender.

"Borrowing Base" means with respect to Borrower, the aggregate of the following, without duplication, calculated monthly or as otherwise required hereunder:

- (a) 75% of the value of all Eligible A/R at that time,
- (b) plus 85% of the value of all Investment Grade A/R at that time,
- (c) less the value of all Priority Payables and Liable Payables at that time,
- (d) less the value of any outstanding Letters of Credit at that time, and,
- (e) less the value of all authorized Corporate MasterCard facilities at that time.

While Loan Parties are required to fully disclose all Liable Payables, solely for the purposes of calculating the Borrowing Base under Facility #1, as required under the monthly Borrowing Base Certificate for the Months of April, May, June, July, and August, 2023, the applicable Borrowing Base Certificate for such months shall be calculated on the basis of the following deemed Liable Payables: (i) Cdn.\$500,000 for the month of April 2023; (ii) Cdn.\$750,000 for the month of May 2023; (iii) Cdn.\$1,000,000 for the month of June 2023; (iv) Cdn.\$3,000,000 for the month of July 2023; and, (v) Cdn.\$3,000,000 for the month of August 2023. Following August 31, 2023 and for each and every month thereafter, the full amount of all Liable Payables (as calculated in accordance with the terms and conditions herein) shall be accounted for and deducted from the Borrower's Borrowing Base.

"Borrowing Base Certificate" means a certificate executed by a senior officer of Borrower, in the form attached hereto as Schedule "B", as may be subsequently amended or updated by the Lender, on notice to the Borrower.

"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 20% of the issued and outstanding voting shares 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 shares of any Guarantor.

"Commodity Swap" means an agreement entered into between a Person and a counterparty on a case by case basis, the purpose and effect of which is to mitigate or eliminate such Person's exposure to fluctuations in commodity prices, whether physically or financially settled.

"Compliance Certificate" means a certificate executed by a senior officer of Borrower, in the form attached hereto as Schedule "A", as may be amended or updated, by the Lender, on notice to the Borrower.

"Contra Accounts Payable" means any credit balance, claim, indebtedness, or counter claims, which may be used or otherwise argued offsets the debit balance of an Account Receivable from the same Person.

"Contractor Lien" means, in respect of any Loan Party, the following:

- (a) undetermined or inchoate liens and charges incidental to construction or current operations which have not at such time been filed or registered or which relate to obligations not due or delinquent or the validity of which is being contested in good faith by appropriate proceedings; and,
- (b) liens, registered or otherwise, arising by operation of law such as builders' liens, carriers' liens, materialmen's liens and all other liens of a similar type or nature which relate to obligations due, not due, or delinquent including any and all where the validity of such interests is being contested in good faith by appropriate proceedings.

"Cryptocurrency Assets" means any cryptocurrency, mining, datacentres and all related assets and facilities.

"Currency Swap" means a contract entered into between a Person and a counterparty on a case by case basis in connection with forward rate, currency swap or currency exchange and other similar currency related transactions, the purpose and effect of which is to mitigate or eliminate such Person's exposure to fluctuations in exchange rates.

"EBITDA" means, for any period, net income (excluding extraordinary items) from continuing operations plus, to the extent deducted in determining net income, Interest Expense and income taxes expensed during the period, and depreciation, depletion, and amortization, future income taxes and other noncash items deducted for the period.

"Eligible A/R" means with respect to the Loan Parties, the aggregate of the following, without duplication, and calculated monthly, or as otherwise required hereunder:

- (a) the value of all Accounts Receivable at that time,
- (b) less the value of all Ineligible A/R at that time,
- (c) less the value of all Investment Grade A/R at that time,
- (d) less the value of all Contra Accounts Payable at that time, and,
- (e) less the value of all Holdback A/R at that time.

"Equity" means, as at the day of calculation 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 Long Term Debt or Funded Debt);
- (b) the amount of any convertible debentures issued (to the extent they are included in Long Term Debt or Funded Debt);
- (c) advances to affiliates/shareholders;
- (d) goodwill; and,
- (e) intangible assets.

"Event of Default" means the occurrence of any of the following:

- (a) if any Loan Party defaults in paying, when due, any amount owing to the Lender;
- (b) if any Loan Party defaults in the observance or performance of any of its covenants or obligations under this Agreement or any Loan Document (other than as provided under paragraph (a) above), or any other document under which such Loan Party is obligated to Lender, and in any such cases, the default continues for 3 Business Days after notice from Lender;
- (c) any Change of Control;
- (d) if any charge or encumbrance becomes enforceable and steps are taken to enforce it;

- (e) 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 the aggregate principal amount of all such indebtedness is at least \$150,000;
- (f) 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 \$150,000;
- (g) if final judgment or judgments should be entered against any Loan Party, for the payment of any amount of money exceeding \$100,000, and the judgment or judgments are not discharged within 30 days after entry;
- (h) 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;
- (i) 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;
- (j) if any Loan Party ceases or threatens to cease to carry on its business or makes a bulk sale of its assets;
- (k) if any of the licenses, permits or approvals granted by any government or governmental authority or agency which are material to the business of any Loan Party is withdrawn, cancelled, suspended, or adversely amended;
- (l) 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; or,
- (m) 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 Loan Documents 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.

"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 Expenses" means, for any period, Interest Expense plus all scheduled principal payments in respect of Funded Debt plus all dividends declared.

"Funded Debt" means, in respect of Borrower as at the day of calculation, all outstanding non-postponed interest-bearing debt (but only excluding such postponed debt if it is postponed on terms and in a manner acceptable to Lender), including capital leases (as defined according to GAAP), debt subject to scheduled repayment terms and letters of credit/guarantees, plus (to the extent not included in Equity):

- (a) the redemption amount of any preferred shares of Borrower which are redeemable at the option of the holder; and,
- (b) the amount of any convertible debentures issued.

"Generally Accepted Accounting Principles" or **"GAAP"** means generally accepted accounting principles which are in effect from time to time in Canada, including, for certainty, International Financial Reporting Standards (IFRS), ASPE, Accounting Standards for Not-for-Profit Organizations and Accounting Standards for Pension Plans, as applicable, (each only to the extent adopted by CPA Canada or any successor thereto as generally accepted accounting principles in Canada and then subject to such modifications thereto as are agreed by CPA Canada).

"Guarantor" means any party that has provided, is required to provide, or will provide a guarantee in favour of Lender with respect to the Borrowings under this Agreement.

"Holdback A/R" means any Accounts Receivable where a sum of money remains unpaid until certain conditions are met, or that sum of money is kept as a reserve to cover certain contingencies, or any portion of a construction loan amount that is not released until a certain stage is reached, or any portion of payment to a contractor held by a customer until the job is finished to the customer's satisfaction, or any amount subject to builder's liens or related legislation.

"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 which are due and payable 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).

"Ineligible A/R" means any Accounts Receivable where: (i) amounts are not yet invoiced; (ii) accounts in dispute (but only to the amount of such account actually in dispute); (iii) intercompany accounts and all Related Company A/R; (iii) accounts subject to set-off; (iv) amounts due to sub-contractors billed as accounts receivable; (v) amounts billed for services not as yet completed; (vi) accounts subject to undue credit risk and the entire amount of accounts outstanding where any portion thereof is outstanding for more than 90 days (120 days for Investment Grade A/R) after the date of invoice to the specific customer, provided that: (a) the under 90 day portion of Accounts Receivable (other than Investment Grade A/R/) may be included where the over 90 day portion thereof is less than 10 percent of the aggregate account; and (b) in the case of Investment Grade A/R, the under 120 day portion of Investment Grade A/R may be included.

"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.

"Interest Swap" means a contract entered into between a Person and a counterparty, on a case by case basis, in connection with interest rate swap transactions, interest rate options, cap transactions,

floor transactions, collar transactions and other similar interest rate related transactions, the purpose and effect of which is to mitigate or eliminate such Person's exposure to fluctuations in interest rates.

"Investment Grade A/R" means, whether now existing or hereafter arising, any accounts, accounts receivable, other receivables, choses in action, general intangibles, chattel paper, instruments, documents, notes and contract rights related to or evidencing the obligations or the receivables arising under any sales or services transactions provided by the Loan Parties to specific customers of the Loan Parties resident in Canada, which specific customers shall have a minimum S&P or DBRS credit rating of BBB+ and which amounts shall be periodically reported to the Lender in the Borrowing Base Certificate pursuant to Section 9; provided that the following shall be excluded from calculating the value of Investment Grade A/R at any time:

- (a) Ineligible A/R;
- (b) Related Company A/R;
- (c) Contra Accounts Payable; and,
- (d) Holdback A/R.

"Lender" means ATB Financial, formerly 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.

"Lienable Payables" means, in respect of any project or operations in which any Loan Party has any interest that may be subject to any Contractor Lien, all amounts due from any Loan Party to any holder of any Contractor Lien that causes any work to be done, supplies any materials to be used in or in respect of such project, or which may otherwise constitute a lienable interest under any Legislation granting, providing, or otherwise governing or affecting liens or interests which may rank in priority to the Interests of any Loan Parties or the Lender, in each applicable Jurisdiction. For clarity, any and all amounts, accounts payable, or funds, to be paid to, settled, or otherwise owing, to any Person, other than a Loan Party, out of any controlled, trust, or disbursement account(s), including, but not limited to, any account controlled by Westwood Funds Administration Inc., shall be deemed to be and shall at all time constitute Lienable Payables, under and for the purposes of this Agreement.

"Loan Documents" means this Agreement, the Security Documents, the Additional Security Documents, and each instrument, agreement, certificate, application, request, indemnity and other document or instrument, of any nature or kind now or hereafter executed in connection with this Agreement or any Security Documents, or Additional Security Documents or related to the Facilities or Borrowings, 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.

"Long Term Debt" means, as at the day of calculation and as determined in accordance with GAAP on a consolidated basis, all indebtedness, obligations and liabilities of Borrower which would be classified as long term debt upon a balance sheet of Borrower, plus (to the extent not included in Equity):

- (a) the redemption amount of any preferred shares of Borrower which are redeemable at the option of the holder; and,

- (b) the amount of any convertible debentures issued.

"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 or prospects of the Loan Parties taken as a whole, or a material adverse effect on the ability of Borrower to repay the Facilities or on the ability of any Loan Party to perform its obligations under any Loan Document to which it is a party.

"Material Development Agreement" shall include any or all of the following:

- (a) any contract, undertaking, agreement or other instrument to which the Borrower or any Guarantor (if applicable) is a party or by which it or any of its properties is bound or to which it or any of its properties is subject, pursuant to which the Borrower or any Guarantor (if applicable):
 - i) generated revenues or incurred expenditures, in either case, greater than \$1,000,000 during the immediately preceding fiscal year; or,
 - ii) is projected to generate revenues or incur expenditures, in either case, greater than \$1,000,000 during the then current or immediately succeeding fiscal year;
- (b) any material premise leases of the Loan Parties or its subsidiaries;
- (c) unanimous shareholders agreements;
- (d) limited and general partnership agreements;
- (e) patents, licensing agreements, trademarks, and copyright agreements, in respect of all intellectual property;
- (f) management agreements;
- (g) all contracts entered into by any Loan Party with BC Housing Management Commission; and
- (h) any other lease, agreement or other document to which Loan Party or a subsidiary is a party or any other right, interest, agreement, arrangement or understanding entered into by any Loan Party, whether written or oral, and which, if the same was terminated or if the counterparty thereunder failed to perform its material obligations thereunder, would have or would reasonably be expected to have a Material Adverse Effect.

"Permitted Encumbrances" 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 or the validity of which is being contested in good faith by appropriate proceedings;
- (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 or the validity of which is being contested in good faith by appropriate proceedings;
- (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 such Loan Party;
- (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 such Loan Party, all in the ordinary course of its business which singularly or in the aggregate do not cause a Material Adverse Effect;
- (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 or financial 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;
- (l) security interests granted to and in favour of BDC in respect of Borrower's obligations under the BDC Loan, only if and upon all such security interests being subordinated by BDC, to and in favour of Lender, on terms satisfactory to Lender; and
- (m) security interests, granted to and in favour of RBC, solely over and with respect to: (i) Nomodic Modular Structures (Ontario) Ltd.'s RBC Accounts; (ii) \$1,656,588.19 guarantee investment certificate in the name of the Borrower, bearing account #00980217751, investment 0002; and, (iii) \$500,000.00 guaranteed investment certificate

in the name of the Borrower, bearing account #00980215747, investment 0001 (items (ii) and (iii) being collectively referred to as, the “**RBC GICs**”);

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

"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.

"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 or claim against any Loan Party to any Person that ranks, or may rank, in right of payment, priority, or interest in any circumstances, equal to or in priority to any liability of any 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, contractors, sub-contractors, persons, creditors, or governmental authorities which could rank in priority to any of the Lender's interests under this Agreement or any of the Loan Documents or who have a right of repossession.

"Promissory Note" means the subordinated unsecured loan held by Matt Gowanlock (the **"Holder"**) and issued by Borrower in the aggregate principal amount of Cdn. \$393,090, which loan (a) shall be 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 (b) which is unsecured or with respect to which all security, if any, held by Holder has been fully subordinated to the security granted under the Loan Documents to the satisfaction of Lender.

"RBC Accounts" means, collectively, the deposit accounts held with the Royal Bank of Canada by: (i) Borrower, bearing account # 00009 134-843-2; (ii) Nomodic Modular Structures (Ontario) Ltd, bearing account # 00010 147-788-4.

"Related Company A/R" means any Accounts Receivable due to any of the Loan Parties by any Person that does not have an arm's-length relationship with such Loan Party, where such Person has the ability to exercise control or significant influence, directly or indirectly, over operating, investing or financing activities. For the purposes of this definition, two or more Persons are related if they are subject to common control, joint control or significant influence.

"Related Parties" means, with respect to any Person, such Person's affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person's affiliates.

"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 Loan Parties:

- (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;
- (c) under the BDC Loan;
- (d) to the Royal Bank of Canada, including, among others, all Indebtedness owing by the Loan Parties in connection with various letters of credit issued by the Royal Bank of Canada for or on behalf of the Loan Parties (with the exception of any security granted over the \$500,000.00 guaranteed investment certificate in the name of the Borrower, bearing account #00980215747, investment 0001, with RBC);
- (e) under the Promissory Note; and,
- (f) 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.

"Swap" means a Commodity Swap, Currency Swap or Interest Swap.

"Unfunded Capital Expenditures" means, for any period, the sum of all capital expenditures not financed or paid for by (i) new equity, (ii) advances under the Facilities (excluding Facility #1 (the Revolving Operating Facility)), and (iii) Permitted Encumbrances.

SCHEDULE "A"

FORM OF COMPLIANCE CERTIFICATE

To: ATB Financial
600, 585 – 8th Avenue SW
Calgary, AB T2P 1G1

Attention: Jeff Govett

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

1. I am the _____ *[insert title]* of Nomodic Modular Structures Inc. ("**Borrower**") and I am authorized to provide this certificate to you for and on behalf of the Loan Parties.
2. This certificate applies to the month ending _____, 202____.
3. I am familiar with and have examined the provisions of the letter agreement (the "**Agreement**") dated March ____, 2023 between the Borrower and ATB Financial ("**Lender**"), as lender, and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of Borrower and of Guarantor (if any). Terms defined in the Agreement have the same meanings when used in this certificate.
4. None of the Loan Parties have opened, established, or currently have any account with any other financial institution through which any Loan Party has or intends to conduct any banking operations (other than the RBC Accounts).
5. 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: _____

6. Our financial ratios are as follows:
 - (a) Unfunded Capital Expenditures in this fiscal year are \$_____, being not more than Cdn.\$350,000; and
 - (b) Borrower's pro forma EBITDA for the month of _____, 2023, is \$_____, being not less than the required amount of \$_____.

- 6. 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 may be executed electronically; this certificate may be delivered by email, facsimile or other functionally-equivalent means.

Dated this ____ day of _____, 20__.

NOMODIC MODULAR STRUCTURES INC.

Per: _____
Name: _____
Title: _____

APPENDIX

- (I) **CAPITAL EXPENDITURES** IN THIS FISCAL YEAR ARE \$ _____, BEING NOT MORE THAN CDN.\$350,000 AND DETAILED AS FOLLOWS:

- (II) **EBITDA** IS _____, CALCULATED AS FOLLOWS:

EBITDA=	
net income (excluding extraordinary items) from continuing operations	\$ _____
+ (to extent deducted in determining net income)	
• Interest Expense	+ \$ _____
• income taxes expensed	+ \$ _____
• depreciation, depletion, amortization future income tax and other noncash items	+ \$ _____
	= \$ _____

SCHEDULE "B"

FORM OF BORROWING BASE CERTIFICATE

To: ATB Financial
600, 585 – 8th Avenue SW
Calgary, AB T2P 1G1

Attention: Jeff Govett

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

1. I am the _____ *[insert title]* of Nomodic Modular Structures Inc. ("**Borrower**") and I am authorized to provide this certificate to you for and on behalf of Borrower.
1. This certificate applies to the month ending _____.
2. I am familiar with and have examined the provisions of the letter agreement (the "**Agreement**") dated _____, 20____ between the Borrower and ATB Financial, 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.
3. Attached hereto is a listing of all Canadian A/R, Investment Grade A/R, and any Priority Payables as at the end of month, as required by Section 9 of the Agreement.
4. The total amount of the Borrowing Base as at the end of month is: _____
5. The Borrower hereby confirms that the principal amount of all Borrowings, in aggregate, under Facility #1 does not exceed, and has not at any time exceeded, the Margin Limit (as evidenced by a schedule attached hereto by the Borrower confirming its calculations).
6. Attached hereto is a listing of all aged accounts payable (including Liable Payables) of the Borrower on a consolidated basis, allocating trade payables (including Liable Payables) and accruals for the Borrower on a consolidated basis, as at the end of month, as required by Section 9 of the Agreement.
7. The Borrower hereby represents and warrants that this Certificate is a correct statement regarding the status of the Borrowing Base and the amounts set forth herein are in compliance with the provisions of the Agreement.

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__.

NOMODIC MODULAR STRUCTURES INC.

Per: _____

Name: _____

Title: _____

APPENDIX

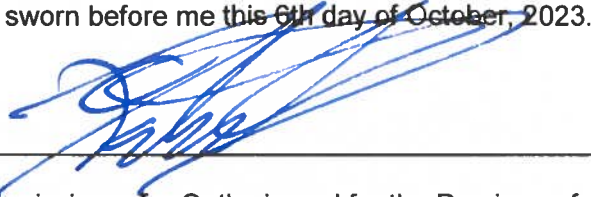
[Insert details of each line item]

Line of Credit Max

Revolving Multiples

	VALUE	MARGIN %	BASE GIVEN
CANADIAN WORKING CAPITAL:			
Accounts Receivable	\$ (1)		
Ineligible A/R	(2)		
Investment Grade A/R	(3)	%	\$
Related Company A/R	(4)		
Contra Accounts Payable	(5)		
Holdback A/R	(6)		
	(7)	%	\$
Eligible A/R (1-2-3-4-5-6-7)	= \$	%	\$
	(8)		
	(9)		
	= \$	%	\$
		%	\$
	\$	%	\$
Margin value of assets			= \$ (10)
PLUS:			
Any applicable amounts added			(11)
LESS:			
Priority Payables and Lienable Payables			(12)
BORROWING BASE (10+11-12)			(13)
LESS:			
Letters of Credit			(14)
Corporate MasterCard			(15)
Available Limit (13-14-15)			
AVAILABLE LIMIT ROUNDED			= \$

This is Exhibit "E" referred to in the Affidavit of Muhammad Ashraf
sworn before me this 6th day of October, 2023.

A handwritten signature in blue ink, appearing to be 'P. Kyriakakis', is written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

Pantelis Kyriakakis
Barrister and Solicitor

FIRST COMMITMENT LETTER AMENDING AGREEMENT

THIS FIRST AMENDING AGREEMENT (this “**First Amending Agreement**”) is made as of July 28, 2023.

BETWEEN:

NOMODIC MODULAR STRUCTURES INC.
(collectively, the “**Borrower**”)

OF THE FIRST PART,

- and -

ATB FINANCIAL
(“**ATB**” or the “**Lender**”)

OF THE SECOND PART,

- and -

**AITHRA PROJECTS INC. AND NOMODIC MODULAR
STRUCTURES (ONTARIO) LTD.**

(collectively, the “**Guarantors**”, the Guarantors and the Borrower are collectively referred to as, the “**Loan Parties**”)

OF THE THIRD PART,

RECITALS:

- A. The Borrower, ATB, and the Guarantors, are party to the Amended and Restated Commitment Letter, dated March 17, 2023 (the “**Commitment Letter**”), between ATB, as lender, the Borrower, as borrower, and the Guarantors, as guarantors, as subsequently amended, supplemented, or restated, from time to time.
- B. Pursuant to the Commitment Letter, ATB made certain availments available to the Borrower, all of which are and remain repayable upon demand.
- C. On June 14, 2023, ATB sent correspondence (the “**Initial Default Notice**”): (i) informing the Loan Parties that the Borrower defaulted in the observance and performance of the Borrower’s covenants under Section 7(n) of the Commitment Letter by failing to raise and obtain, in cash, a further Cdn.\$500,000 in equity injections (the “**Initial Default Event**”); and, (ii) reserving all of ATB’s rights and remedies, as and against the Loan Parties, including those associate with the Initial Default Event.
- D. On July 4, 2023, ATB sent further correspondence (the “**Second Reservation of Rights Letter**”): (i) informing the Loan Parties that: (a) the Initial Default Event had not been remedied and was continuing; and, (b) in accordance with the Borrower’s reporting and Compliance Certificates, the Borrower’s actual EBITDA for the trailing 4 months ending May 31, 2023, was (Cdn.\$166) and, as a result, the Loan Parties had failed to ensure

that the Borrower's monthly EBITDA did not fall below the minimum requirement of Cdn.\$855,000 for the trailing 4 months ending May 2023 (the "**EBITDA Default**", the EBITDA Default and the Initial Default Events are collectively referred to as, the "**Current Default Events**"); and (ii) reserving all of ATB's rights and remedies as and against the Loan Parties, including those associate with the Current Default Events.

- E. ATB has not waived the Current Default Events, nor has ATB taken any action or agreed in any fashion to changing the character of the Commitment Letter, the Security Documents, the Guarantees, the Additional Security Documents, or any other Loan Documents, other than in accordance with the terms and conditions set out herein, but rather, ATB has strictly reserved all of its rights and remedies under the Commitment Letter, the Guarantees, the Security Documents, the Additional Security Documents, and all other Loan Documents.
- F. The Loan Parties and ATB wish to amend certain provisions of the Commitment Letter, in accordance with the terms and conditions contained herein.
- G. Nothing contained herein shall derogate from or alter, in any way, the demand nature of the Credit Facilities.

NOW THEREFORE this First Amending Agreement witnesses that, in consideration of the mutual covenants herein contained, including, without limitation, ATB's agreement to amend certain provisions of the Commitment Letter, in accordance with the terms and conditions contained herein, and for other mutual covenants, as set out herein, the payment of \$10.00 from each party to all others, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 All capitalized terms used herein, without express definition, shall have the same meaning as are ascribed to such terms in the Commitment Letter.

1.2 The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this First Amending Agreement to such persons or circumstances, as the context requires or permits.

ARTICLE 2 AMENDMENTS

2.1 Section 2(c) of the Commitment Letter, is hereby deleted, in its entirety, and replaced with the following:

"The Applicable Facility #1 Margin shall be equal to the percentage rate per annum set out in the following table (the "**Applicable Facility #1 Margin**"):

Level	Condition	Prime-based loans	Facility Fee
1	Execution of this Agreement by the Lender and all Loan	3.00%	0.50%

	Parties		
--	---------	--	--

“

2.2 Section 6(l) of the Commitment Letter, is hereby deleted, in its entirety, and replaced with the following:

“(l) Borrower will have received at least Cdn.\$2,305,000 in equity injections, on terms and conditions satisfactory to the Lender, of which at least Cdn.\$2,075,000 shall be immediately applied, by the Borrower, as an immediate repayment of all Borrowings under Facility #1;”

2.3 Section 7(n) of the Commitment Letter, is hereby deleted, in its entirety, and replaced with the following:

“(n) Borrower will: (i) on or before April 15, 2023, raise and obtain, in cash, a Cdn.\$225,000 equity injection; (ii) on or before June 30, 2023, raise and obtain, in cash, an additional Cdn.\$50,000 equity injection; and, (iii) on or before August 4, 2023, raise and obtain, in cash, an additional \$110,000 equity injection, all of which shall be on terms and conditions acceptable to the Lender and shall be immediately used and applied as a repayment to Facility #1;”

2.4 Section 7(o) of the Commitment Letter, is hereby deleted, in its entirety, and replaced with the following:

“(o) Loan Parties covenant and agree that, Borrower shall, at all times and for each and every day that any Borrowings remain outstanding under or in connection with this Agreement, maintain minimum cash liquidity, in the form of approved guaranteed investment certificates, in the name of the Borrower, issued by and on deposit with the Lender (collectively, the “**ATB GICs**”), in the following amounts:

- i) Cdn.\$500,000, from March 29, 2023, and up to and including June 29, 2023; and,
- ii) Cdn.\$600,000, from June 30, 2023, and for each and every month thereafter, for so long as any Borrowings remain outstanding.”

2.5 Section 9(a) of the Commitment Letter, is hereby deleted, in its entirety, and replaced with the following:

“(a) within 120 days after the end of each of its fiscal years:

- i) consolidated financial statements of the Borrower, on an audited basis, prepared by a firm of qualified accountants, as determined by the Lender;
- ii) internally prepared financial statements of Nomodic Modular Structures (Ontario) Ltd.;

- iii) A copy of the annual tax return for Aithra Projects Inc.;
- iv) a Compliance Certificate in the form attached hereto as Schedule "A";
- v) annual capital and revenue budgets from all Loan Parties, on a consolidated and individual basis, for the following fiscal year;
- vi) backlog report;
- vii) profit and loss summary of all major contracts, for all Loan Parties; and
- viii) management update;”

2.6 Section 9(b) of the Commitment Letter, is hereby deleted in it’s entirety.

2.7 Section 9(c)(i) of the Commitment Letter, is hereby deleted, in it’s entirety, and replaced with the following:

- “i) internally produced consolidated financial statements including: (i) balance sheet; (ii) income statement; (iii) cash flow statement; (iv) detailed aged payable listing, up to the end of the previous month, which shall include, among others, a detailed list of Priority Payables along with all outstanding, unremitted, or uncashed cheques, or other amounts that are or may be subject to potential liens and related claims and actions, due to any inability to pay such payables; (v) confirmation that all Priority Payables have been paid or, alternatively, a plan for addressing all Priority Payables not yet due and owing or which otherwise have not received payment, in full or in part; and (vi) detailed aged receivables listing, up to the end of the previous month, which shall include all corresponding progress updates, all of which shall be in a form and substance acceptable to the Lender, in its sole discretion;”

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

- “(b) permit the Borrower’s pro forma EBITDA to fall below:
 - i) Cdn.\$(120,000) for the trailing 1 month ending July 31, 2023;
 - ii) Cdn.\$(132,000) for the trailing 2 months ending August 31, 2023;
 - iii) Cdn.\$60,000 for the trailing 3 months ending September 30, 2023;
 - iv) Cdn.\$363,000 for the trailing 4 months ending October 31, 2023;
 - v) Cdn.\$784,000 for the trailing 5 months ending November 30, 2023; and,
 - vi) Cdn.\$1,034,000 for the trailing 6 months ending December 31, 2023.

Each of the above financial ratios shall be maintained at all times and shall be detailed in the compliance certificate required to be delivered under this Agreement.”

2.9 The definition of “Borrowing Base”, as set out in Section 18 of the Commitment Letter, is hereby deleted, in its entirety, and replaced with the following:

“Borrowing Base” means with respect to Borrower, the aggregate of the following, without duplication, calculated monthly or as otherwise required hereunder:

- (a) 75% of the value of all Eligible A/R at that time,
- (b) plus, 85% of the value of all Investment Grade A/R at that time,
- (c) plus, 85% of the value of US Insured A/R at that time,
- (c) less, the value of all Priority Payables and Lienable Payables at that time,
- (d) less, the value of any outstanding Letters of Credit at that time, and,
- (e) less, the value of all authorized Corporate MasterCard facilities at that time.

While Loan Parties are required to fully disclose all Lienable Payables, solely for the purposes of calculating the Borrowing Base under Facility #1, as required under the monthly Borrowing Base Certificate, for the Months of April, May, June, July, and August, 2023, the applicable Borrowing Base Certificate for such months shall be calculated on the basis of the following deemed Lienable Payables: (i) Cdn.\$500,000 for the month of April 2023; (ii) Cdn.\$750,000 for the month of May 2023; (iii) Cdn.\$1,000,000 for the month of June 2023; (iv) Cdn.\$2,000,000 for the month of July 2023; and, (v) Cdn.\$3,000,000 for the month of August 2023. Following August 31, 2023 and for each and every month thereafter, the full amount of all Lienable Payables (as calculated in accordance with the terms and conditions herein) shall be accounted for and deducted from the Borrower’s Borrowing Base.”

2.10 The definition of “Eligible A/R”, as set out in Section 18 of the Commitment Letter, is hereby deleted, in its entirety, and replaced with the following:

“Eligible A/R” means with respect to the Loan Parties, the aggregate of the following, without duplication, and calculated monthly, or as otherwise required hereunder:

- (a) the value of all Accounts Receivable at that time,
- (b) less the value of all Ineligible A/R at that time,
- (c) less the value of all Investment Grade A/R at that time,
- (d) less the value of all US Insured A/R at that time,
- (e) less the value of all Contra Accounts Payable at that time, and,

(f) less the value of all Holdback A/R at that time.”

2.11 The definition of “Ineligible A/R”, as set out in Section 18 of the Commitment Letter, is hereby deleted, in its entirety, and replaced with the following:

“**Ineligible A/R**” means any Accounts Receivable where: (i) amounts are not yet invoiced; (ii) accounts in dispute (but only to the amount of such account actually in dispute); (iii) intercompany accounts and all Related Company A/R; (iii) accounts subject to set-off; (iv) amounts due to subcontractors billed as accounts receivable; (v) amounts billed for services not as yet completed; (vi) accounts subject to undue credit risk and the entire amount of accounts outstanding where any portion thereof is outstanding for more than 90 days (120 days for both Investment Grade A/R and US Insured A/R) after the date of invoice to the specific customer, provided that: (a) the under 90 day portion of Accounts Receivable (other than with respect to any Investment Grade A/R and US Insured A/R) may be included where the over 90 day portion thereof is less than 10 percent of the aggregate account; and (b) in the case of Investment Grade A/R and US Insured A/R, the under 120 day portion of Investment Grade A/R and US Insured A/R may be included.”

2.12 The definition of “Investment Grade A/R”, as set out in Section 18 of the Commitment Letter, is hereby deleted, in its entirety, and replaced with the following:

“**Investment Grade A/R**” means, whether now existing or hereafter arising, any accounts, accounts receivable, other receivables, choses in action, general intangibles, chattel paper, instruments, documents, notes and contract rights related to or evidencing the obligations or the receivables arising under any sales or services transactions provided by the Loan Parties to specific customers of the Loan Parties resident in Canada, which specific customers shall have a minimum S&P or DBRS credit rating of BBB+ and which amounts shall be periodically reported to the Lender in the Borrowing Base Certificate pursuant to Section 9**Error! Reference source not found.**; provided that the following shall be excluded from calculating the value of Investment Grade A/R at any time:

- (a) Ineligible A/R;
- (b) Related Company A/R;
- (c) Contra Accounts Payable;
- (d) US Insured A/R; and,
- (e) Holdback A/R.”

2.13 Section 18 of the Commitment Letter, is hereby amended to include the definition of “US Insured A/R”, as follows:

“**US Insured A/R**” means, whether now existing or hereafter arising, any accounts, accounts receivable, other receivables, chattel paper, instruments, documents, notes and contract rights, related to or evidencing the obligations or the receivables arising under any sales or services transactions provided by the

Loan Parties, to any third parties, in the United States of America, and which specific accounts receivable are covered by valid credit insurance (as approved and acceptable to the Lender, in its sole and unfettered discretion) but only up to the maximum allowed credit insurance coverage for such corresponding accounts receivable, which amounts shall be periodically reported to the Lender in the Borrowing Base Certificate pursuant to Section 9; provided that the following shall be excluded from calculating the value of the US Insured A/R at any time:

- (a) Ineligible A/R;
- (c) Related Company A/R;
- (c) Contra Accounts Payable;
- (d) Investment Grade A/R; and,
- (e) Holdback A/R.”

2.14 The Commitment Letter is hereby amended by adding and incorporating Schedule “A” of this First Amending Agreement, as Schedule “B” of the Commitment Letter.

ARTICLE 3 AMENDMENT FEE

3.1 In consideration of the administrative time and expense incurred by the Lender in relation to this First Amending Agreement and in further consideration of the Lender agreeing to enter into this First Amending Agreement, the Loan Parties covenant and agree to pay, to the Lender, an amendment fee, in the total amount of \$5,000 (the “**Amendment Fee**”) which fee shall be earned and paid immediately upon the execution of this First Amending Agreement by the Lender.

ARTICLE 4 ADDITIONAL ACKNOWLEDGEMENTS & COVENANTS

- 4.1 The Loan Parties, jointly and severally, acknowledge, confirm, represent, warrant, covenant, and agree that:
- (a) subject to the terms, conditions, and covenants contained herein, the Commitment Letter and all covenants, terms, and provisions thereof shall be and shall continue to be in full force and effect and the Commitment Letter is hereby ratified and confirmed and shall from and after the date hereof continue in full force and effect. In particular and without limitation, the Loan Parties acknowledge and agree that all of the Indebtedness (as defined herein) is and remains due and payable on demand and that ATB may require repayment of the Indebtedness (as defined herein), in full, at any time;
 - (b) in connection with the Commitment Letter, the Guarantors entered into: (i) the Unlimited Continuing Collateralized Guarantee, dated December 16, 2020, granted by Aithra Projects Inc., to and in favour of the Lender; and, (ii) the Unlimited Continuing Collateralized Guarantee, dated March 17, 2023, granted

by Nomodic Modular Structures (Ontario) Ltd., to and in favour of the Lender (collectively, the "**Guarantees**");

- (c) to secure payment and performance of all obligations and indebtedness owing to ATB, the Loan Parties entered into, among others, the following security agreements: (i) a General Security Agreement, dated May 6, 2013, as granted by the Borrower, to and in favour of the Lender; (ii) a General Security Agreement, dated March 29, 2017, as granted by the Borrower, to and in favour of the Lender; (iii) a General Security Agreement, dated December 16, 2020, as granted by Aithra Projects Inc., to and in favour of the Lender; (iv) a General Security Agreement, dated March 17, 2023, as granted by the Borrower, to and in favour of the Lender; and, (v) a General Security Agreement, dated March 17, 2023, as granted by Nomodic Modular Structures (Ontario) Ltd., to and in favour of the Lender (collectively referred to as, the "**Security**");
- (d) the Security has not been discharged, varied, waived, or altered, and is binding and enforceable upon and against the Loan Parties, in accordance with the terms, covenants, and conditions therein;
- (e) the Loan Parties, jointly and severally, acknowledge that the Guarantees, the Commitment Letter, and the Security, as held by the Lender, along with all covenants, terms, and provisions therein, shall be and shall continue to be in full force and effect, valid, and enforceable, upon the terms, covenants, and conditions therein, that the Guarantees, the Commitment Letter, and the Security are hereby ratified and confirmed, and shall, from and after the date hereof, continue in full force and effect;
- (f) all of ATB's reasonable expenses that it has incurred or will incur arising in connection with its dealings with any or all of the Loan Parties, jointly or severally, the Guarantees, the Commitment Letter, this First Amending Agreement, the Security, the Credit Facilities, or in the preparation, registration, protection, preservation, or enforcement of the Security, the Commitment Letter, or any of ATB's interests thereunder, including, without limitation, all of ATB's legal costs, as calculated between a solicitor and their own client, on a full indemnity basis, and all other costs, fees, and disbursements, are all recoverable by ATB under and pursuant to the Commitment Letter, the Guarantees, the Security, and this First Amending Agreement, with the same priority as now exists thereunder (collectively, the "**Lender's Costs**") and the Borrower irrevocably authorizes ATB to debit the Borrower's account(s) for any and all such costs, as approved by ATB, upon ATB's approval, on an ongoing and immediate basis;
- (g) as of July 26, 2023, the Borrower was indebted to the Lender, pursuant to the Commitment Letter, in the amount of \$5,435,198.93, plus interest, fees, the Amendment Fee, the Lender's Costs, and any and all additional liabilities, borrowings, facilities, fees, payments, and obligations which are or may hereafter become due and owing by the Borrower to the Lender (collectively referred to as, the "**Indebtedness**"). As of July 26, 2023, the advances made under the Commitment Letter were comprised of:

- (i) a revolving operating loan facility including, among others, letters of credit, in the amount of \$5,346,659.93, plus accruing interest, fees, costs, and expenses arising thereunder; and,
- (ii) a Corporate MasterCard, in the amount of \$88,539.00, plus accruing interest, fees, costs, and expenses arising thereunder,

(collectively, the “**Credit Facilities**”).

- (h) the Loan Parties do not dispute their liability to repay any of the Indebtedness or Lender’s Costs, on any basis, and all rights of ATB shall remain in full force and effect and the Loan Parties hereby confirm that they do not have any right of setoff, damages, recoupment, or other offset or any defense, claim, or counterclaim with respect to the Indebtedness, the Commitment Letter, the Security, the Guarantees, this First Amending Agreement, or any other document, agreement, or instrument in connection thereto or granted in connection therewith;
- (i) the Loan Parties, jointly and severally, expressly acknowledge and admit the Current Default Events and that the Lender has not waived and is not by this First Amending Agreement waiving, any Current Default Events, defaults, or events of default which may be continuing on the date hereof or any events of default which may occur after the date hereof (whether the same or similar to the Current Default Events or otherwise);
- (j) the Loan parties covenant and agree that ATB shall, at all times, be authorized and entitled to apply all funds currently on deposit with ATB, by or in the name of any or all of the Loan Parties, as an indefeasible and irrevocable repayment of the Indebtedness, as allocated by ATB, in its sole and unfettered discretion;
- (k) the Loan Parties, jointly and severally, acknowledge and agree that the Lender is in possession of: (i) a Consent Receivership Order, in respect of the Loan Parties; and, (ii) a Consent Bankruptcy Order, in respect of the Loan Parties (collectively, the “**Consent Orders**”);
- (l) the Loan Parties, jointly and severally, covenant and agree that the Lender may apply for entry of the Consent Orders following a demand and acceleration of the Indebtedness. In this regard, the Obligors, jointly and severally, agree that the Lender, or its counsel, may complete all information not completed in the Consent Orders, without further notice or correspondence; and,
- (m) the Loan Parties hereby, jointly and severally, covenant and agree to provide such further and additional information, documents, and records to ATB, ATB’s counsel, any financial advisor, and any representative of ATB, as are required pursuant to the Commitment Letter, the Guarantees, the Security, this First Amending Agreement, or as may be reasonably requested by ATB, ATB’s counsel, or any representative of ATB, from time to time.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 The Loan Parties hereby represent and warrant to ATB, and acknowledge and confirm that ATB is relying upon such representations and warranties:

(a) Capacity, Power and Authority

- (i) the Loan Parties are duly incorporated and are validly subsisting under the laws of their jurisdiction of amalgamation or incorporation and have all the requisite corporate capacity, power, and authority to carry on their business, as presently conducted, and to own their property; and,
- (ii) the Loan Parties have the requisite corporate capacity, power, and authority to execute and deliver this First Amending Agreement.

(b) Authorization and Enforceability

The Loan Parties have taken or caused to be taken all necessary action to authorize, and have duly executed and delivered, this First Amending Agreement, and this First Amending Agreement is a legal, valid, and binding obligation of the Loan Parties, enforceable against the Loan Parties in accordance with its terms, subject to applicable bankruptcy, reorganization, winding up, insolvency, moratorium or other laws of general application affecting the enforcement of creditors' rights generally and to the equitable and statutory powers of the courts having jurisdiction with respect thereto.

(c) Compliance with Other Instruments

The execution, delivery, and performance by the Loan Parties of this First Amending Agreement and the consummation of the transactions contemplated herein do not conflict with, result in any breach or violation of, or constitute a default under the terms, conditions or provisions of their articles, by-laws or other documents or any unanimous shareholder agreement or partnership agreement relating to, the Loan Parties or of any law, regulation, judgment, decree, or order binding on or applicable to the Loan Parties or to which the property of the Loan Parties is subject or of any material agreement, lease, licence, permit or other instrument to which the Loan Parties are a party or are otherwise bound or by which benefits or to which any of their property is subject and does not require the consent or approval of any governmental authority or any other party.

(d) Existing Representations and Warranties

Each of the representations and warranties of the Loan Parties, as set forth in the Commitment Letter, Guarantees, and Security, are true and accurate in all material respects as of the date hereof.

5.2 The representations and warranties set out in this First Amending Agreement shall survive the execution and delivery of this First Amending Agreement, notwithstanding any investigations or examinations which may be made by or on behalf of ATB or its counsel. Such

representations and warranties shall survive until the Commitment Letter has been terminated, in accordance with the terms and conditions therein.

ARTICLE 6 CONDITIONS PRECEDENT

6.1 The amendments, terms, and conditions as contained herein, shall be effective upon the satisfaction of the following conditions precedent:

- (a) any and all additional information, documents, instruments, registrations, and opinions, required in connection with this First Amending Agreement, the Commitment Letter, or the Security, as determined by ATB, in ATB's sole and unfettered discretion, shall have been entered into, provided, or registered, on terms and conditions acceptable to ATB, in its sole and unfettered discretion; and,
- (b) the Borrower shall have paid any and all reasonable Lender's Costs incurred, due, or owing, as of the date hereof, including any and all applicable disbursements and taxes.

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

ARTICLE 7 EVENTS OF DEFAULT

7.1 Any of the following events or occurrences shall constitute an event of default ("**Event of Default**") under the Commitment Letter, this First Amending Agreement, and the Security, and such terms are hereby explicitly incorporated therein:

- (a) any of the Loan Parties fail to perform any of the covenants, obligations, or agreements contained in this First Amending Agreement, the Commitment Letter, the Security, or the Guarantees; or,
- (b) the existence or occurrence of any Default, Event of Default, or the breach of any covenant, obligation, or agreement, by any of the Loan Parties, jointly or severally, under the Commitment Letter, this First Amending Agreement, the Security, or the Guarantees.

7.2 Nothing contained herein or contained in any document, agreement, or instrument, between the Loan Parties and ATB shall have the effect of changing the nature of any part of the Commitment Letter or the Credit Facilities from being demand facilities.

ARTICLE 8 GENERAL RELEASE

8.1 In consideration of, among other things, ATB's execution and delivery of this First Amending Agreement, the Loan Parties, jointly and severally, on behalf of themselves and their agents, representatives, officers, directors, shareholders, advisors, employees, subsidiaries, affiliates, successors, and assigns (collectively, the "**Releasors**"), hereby forever waive, release and discharge, to the fullest extent permitted by applicable law, each of the Releasees (as

defined below) from any and all claims (including, without limitation, cross-claims, counterclaims, claims of lender liability, rights of set-off, or recoupment), actions, causes of action, suits, debts, accounts, interests, liens, promises, warranties, damages and consequential damages, demands, judgments, executions, costs, expenses or claims whatsoever (collectively, the “**Claims**”), that such Releasors now have or hereafter may have, of whatsoever nature or kind, whether known or unknown, whether arising at law or in equity, against ATB, in any capacity, or any of ATB’s respective affiliates, subsidiaries, shareholders or “controlling persons” (within the meaning of any Applicable Laws), and all of their respective successors and assigns and each and all of the officers, directors, employees, agents, attorneys or other representatives of each and all of the foregoing (collectively and inclusively, the “**Releasees**”), in each case based in whole or in part on facts, whether or not now known, existing before the date of this First Amending Agreement or, that relate to, arise out of, or otherwise are in connection with:

- (i) any or all of the obligations or transactions contemplated hereby or in the Commitment Letter, the Guarantees, the Security, or any actions or omissions in connection therewith; or
- (ii) any aspect of the dealings or relationships between or among any or all of the Loan Parties, on the one hand, and ATB, on the other hand, relating to any or all of the Indebtedness, documents, transactions, agreements, actions or omissions referenced in clause (i) hereof.

The Loan Parties, jointly and severally, on behalf of themselves and all other Releasors, hereby absolutely, unconditionally and irrevocably, covenant and agree with and in favour of the Releasees that they will not sue (at law, in equity, in any regulatory proceeding or otherwise), and will not encourage or support, directly or indirectly, any other Releasors or other Person in suing, or commencing any proceedings or exercising or purporting to exercise rights or remedies against the Releasees on the basis of any Claim released, remised, or discharged hereunder. The provisions of this Section 8.1 shall survive the termination of this First Amending Agreement and the Commitment Letter, and payment in full of the obligations thereunder. Notwithstanding the foregoing, these releases and covenants not to sue shall not apply, as to any specific Releasee, with respect to any Claim which is determined by a court of competent jurisdiction, in a final and non-appealable judgment, to have resulted from the gross negligence, wilful misconduct, or breach of this First Amending Agreement of or by such Releasee.

ARTICLE 9 GENERAL

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

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

9.3 This First Amending Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and may not be amended or modified except by written consent executed by all of the parties hereto. No provision of this First Amending Agreement shall be

deemed waived by any course of conduct unless such waiver is in writing and signed by all parties, specifically stating that it is intended to modify this First Amending Agreement.

9.4 Any notices or demands given under this First Amending Agreement may be delivered in accordance with the terms and conditions set out in the Commitment Letter.

9.5 This First Amending Agreement shall not be deemed or construed to be a satisfaction, reinstatement, novation, or release of the Commitment Letter, the Guarantees, or the Security.

9.6 This First Amending Agreement shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the laws of Canada applicable therein but the reference to such laws shall not, by conflict of laws rules or otherwise, require the application of the law of any jurisdiction other than the Province of Alberta. Each party hereto irrevocably attorns to the jurisdiction of the Courts of the Province of Alberta.

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

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties have executed and delivered this First Amending Agreement as of the date first above written.

NOMODIC MODULAR STRUCTURES INC.

By: Kevin Read
Name: Kevin Read, CEO
Title:

By: Byron Lambert
Name: Byron Lambert, CFO
Title:

AITHRA PROJECTS INC.

By: Kevin Read
Name: Kevin Read, CEO
Title:

By: _____
Name:
Title:

NOMODIC MODULAR STRUCTURES (ONTARIO) LTD.

By: Kevin Read
Name: Kevin Read, CEO
Title:

By: _____
Name:
Title:

ATB FINANCIAL

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF the parties have executed and delivered this First Amending Agreement as of the date first above written.

NOMODIC MODULAR STRUCTURES INC.

By:

Name:

Title:

By:

Name:

Title:

AITHRA PROJECTS INC.

By:

Name:

Title:

By:

Name:

Title:

**NOMODIC MODULAR STRUCTURES
(ONTARIO) LTD.**

By:

Name:

Title:


By:

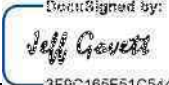
Name:

Title:

ATB FINANCIAL

- 15 -

By: 
Name: Murnaimau Asniraf
Title: Director, Risk Advisory & Management

By: 
Name: Jeff Govett
Title: Senior Manager

SCHEDULE "A" TO THIS FIRST AMENDING AGREEMENT

**SCHEDULE "B"
FORM OF BORROWING BASE CERTIFICATE**

To: ATB Financial
600, 585 – 8th Avenue SW
Calgary, AB T2P 1G1

Attention: Jeff Govett

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

1. I am the _____ *[insert title]* of Nomodic Modular Structures Inc. ("**Borrower**") and I am authorized to provide this certificate to you for and on behalf of Borrower.
2. This certificate applies to the month ending _____.
3. I am familiar with and have examined the provisions of the letter agreement (the "**Agreement**") dated _____, 20____ between the Borrower and ATB Financial, as lender, as subsequently amended, 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.
4. Attached hereto is a listing of all Canadian A/R, US Insured A/R, Investment Grade A/R, and any Priority Payables as at the end of month, as required by Section 9 of the Agreement.
5. The total amount of the Borrowing Base as at the end of month is: _____
6. The Borrower hereby confirms that the principal amount of all Borrowings, in aggregate, under Facility #1 does not exceed, and has not at any time exceeded, the Margin Limit (as evidenced by a schedule attached hereto by the Borrower confirming its calculations).
7. Attached hereto is a listing of all aged accounts payable (including Liable Payables) of the Borrower on a consolidated basis, allocating trade payables (including Liable Payables) and accruals for the Borrower on a consolidated basis, as at the end of month, as required by Section of the Agreement.
8. The Borrower hereby represents and warrants that this Certificate is a correct statement regarding the status of the Borrowing Base and the amounts set forth herein are in compliance with the provisions of the Agreement.

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__.

NOMODIC MODULAR STRUCTURES INC.

Per: _____

Name: _____

Title: _____

APPENDIX

[Insert details of each line item]

Line of Credit Max

Revolving Multiples

	VALUE	MARGIN %	BASE GIVEN
Borrowing Base Calculation:			
Accounts Receivable	\$ (1)		
Ineligible A/R	(2)		
Investment Grade A/R	(3)		
Related Company A/R	(4)		
Contra Accounts Payable	(5)		
Holdback A/R	(6)		
US Insured A/R	(7)		
Eligible A/R (1-2-3-4-5-6-7)	= \$	75%	\$ (8)
PLUS:			
Eligible Investment Grade A/R	\$	85%	\$ (9)
Eligible US Insured A/R		85%	\$ (10)
INITIAL MARGIN VALUE OF ASSETS (8+9+10)			= \$ (11)
LESS:			
Priority Payables			(12)
Lienable Payables			(13)
Letters of Credit			(14)
Corporate MasterCard			(15)
BORROWING BASE (11-12-13-14-15)			= \$ _____

Signature Certificate

Reference number: KYCKB-R5WSK-2CEXW-7V3AZ

Signer

Timestamp

Signature

Byron Lambert

Email: byron.lambert@nomodic.com

Sent: 03 Aug 2023 17:40:31 UTC
Viewed: 03 Aug 2023 17:46:03 UTC
Signed: 03 Aug 2023 17:47:02 UTC



Recipient Verification:

✓ Email verified 03 Aug 2023 17:46:03 UTC

IP address: 24.64.96.243
Location: Calgary, Canada

Kevin Read

Email: kevin.r@nomodic.com

Sent: 03 Aug 2023 17:40:31 UTC
Viewed: 03 Aug 2023 18:41:40 UTC
Signed: 03 Aug 2023 18:42:22 UTC



Recipient Verification:

✓ Email verified 03 Aug 2023 18:41:40 UTC

IP address: 142.59.64.229
Location: Calgary, Canada

Document completed by all parties on:

03 Aug 2023 18:42:22 UTC

Page 1 of 1

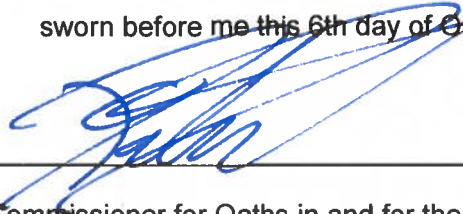


Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.



This is Exhibit "F" referred to in the Affidavit of Muhammad Ashraf
sworn before me this 6th day of October, 2023.



A Commissioner for Oaths in and for the Province of Alberta

Pantelis Kyriakakis
Barrister and Solicitor

Collateralized Guarantee

TO: ALBERTA TREASURY BRANCHES

IN CONSIDERATION of Alberta Treasury Branches (together with its successors and assigns, including in connection with a Secondary Market Transaction (as defined below), "ATB") extending credit to or otherwise dealing or continuing to deal with

NOMODIC MODULAR STRUCTURES INC.

(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, ATB may grant credit to 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 ATB may deem best, and, with or without notice to the undersigned, ATB 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 ATB for 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 ATB of any right hereby given ATB, no dealing by ATB with the Customer or any guarantor or endorser, no change, impairment or suspension of any right or remedy ATB 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 ATB. No loss of or in respect of any securities received by ATB from the Customer or any other person, whether occasioned by ATB's 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 ATB by the Customer, but ATB shall not be obliged to take any action or exhaust ATB's 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 ATB 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 ATB, 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 ATB 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 4.5 (previously section 4.2) 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 two Vice-Presidents of ATB (or their designates).
6. Until all indebtedness of the Customer to ATB 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 two Vice-Presidents of ATB (or their designates).
7. ATB shall be at liberty (without in any way prejudicing or affecting ATB's 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 ATB shall from time to time in ATB's 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, ATB 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 ATB 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 issued under the hand of either a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, purporting to show the amount at any particular time due and payable to ATB by the Customer and covered by this guarantee, shall be received as conclusive evidence against the undersigned and every one of them (if more than one), and their respective executors, administrators and legal representatives, that such amount is at such time due and payable to ATB and is covered by this guarantee.
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* (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 ATB, ATB's rights shall not be affected or impaired by ATB's omission to prove ATB's claim or to prove ATB's full claim and ATB may prove such claim as ATB sees fit and may refrain from proving any claim, and in ATB's discretion ATB may value as ATB sees fit or refrain from valuing any security or securities held by ATB without in any way releasing, reducing or otherwise affecting any undersigned's liability to ATB, and until all indebtedness of the Customer to ATB has been fully paid to ATB, ATB shall have the right to include in ATB's claim the amount of all sums paid by the undersigned to ATB 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 ATB. 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 the *Limitations Act* (Alberta) or any similar legislation 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 ATB all of the undersigned's rights thereunder. If the undersigned does not file any such claim, ATB, as attorney in fact of the undersigned, is hereby authorized to do so in the name of the undersigned or in ATB's discretion to assign the claim to ATB or ATB's nominee and

cause proof of claim to be filed in ATB's name or the name of ATB's nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to ATB or ATB's 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 ATB 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 ATB then outstanding, ATB is authorized to pay the amount of the excess to the person entitled thereto.

14. All ATB's rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between ATB and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to ATB by law. If ATB holds 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, ATB 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 judgement obtained against him. ATB's rights are cumulative and shall not be exhausted by the exercise of any of ATB's 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. This Guarantee and all existing and future debts and liabilities of the Customer to ATB for which the undersigned may become liable pursuant to this Guarantee including, but not limited, to any mortgages securing repayment of such debts or liabilities (or securities backed by or representing interests in pools of mortgages of which such mortgages are part) (collectively or any portion thereof hereinafter referred to as the "**Guaranteed Liabilities**"), may be sold, assigned, transferred or securitized through, among other things, private placements or public markets (a "**Secondary Market Transaction**") without further notice to or the consent of the undersigned. The undersigned further acknowledges and agrees that as part of such sale, assignment, transfer or securitization, the information and materials (including, without limitation, financial statements, net worth statements, personal financial information, credit reports, monthly and quarterly financial information and other information) provided by the undersigned pursuant to this Guarantee or in connection with the Guaranteed Liabilities, may be disclosed to and used by:
 - (i) any party who is acquiring, is contemplating acquiring, or has acquired, an ownership interest in the Guaranteed Liabilities;
 - (ii) any servicing entities who service the commercial mortgages or securitized pools of commercial mortgages from time to time of which the Guaranteed Liabilities may become part;
 - (iii) assignees, pledgees, insurers, purchasers or transferees under a Secondary Market Transaction;
 - (iv) the public or any private entity or group in an offering memorandum, prospectus or other disclosure document;
 - (v) the public, any private entity or group and/or other interested persons in the course of providing market information in regard to the ongoing status of the Guaranteed Liabilities or loan pools of which the Guaranteed Liabilities may be part;
 - (vi) any subsequent or proposed purchaser of the Guaranteed Liabilities and their third party advisors and/or agents; and
 - (vii) any underwriters, placement agents, rating agencies, governmental authorities or other persons in connection with a Secondary Market Transaction.


If any of the aforesaid information constitutes personal information of an individual, the undersigned: (a) represent that they have obtained the individual's consent to the collection and use of such information; and (b) hereby confirm and agree that the release and disclosure of any such information by ATB constitutes the release and disclosure of such information with the full knowledge and consent of the undersigned within the meaning of *the Personal Information Protection and Electronic Documents Act (Canada)*, as amended, and *the Personal Information Protection Act (Alberta)*, as amended, to the extent that such legislation is applicable to the use and disclosure of personal information under a Secondary Market Transaction. The undersigned covenant and agree that in the event ATB decides to include the Guaranteed Liabilities in a Secondary Market Transaction, the undersigned shall, at ATB's request: (a) meet with representatives of the rating agencies and/or investors to discuss the business operations in respect of the premises charged by any mortgage which may be securing the Guaranteed Liabilities, (b) permit ATB or its representatives to provide related information to the rating agencies and/or investors, and (c) cooperate with the reasonable requests of the rating agencies and/or investors in connection with all of the foregoing.

17. The undersigned shall pay to ATB on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full

indemnity basis) incurred by ATB 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 ATB 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 ATB from time to time.

18. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.
 19. Any notice or demand which ATB may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of 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 ATB's 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 ATB 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.
 20. 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 judgement 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.
 21. 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.
 22. This guarantee and agreement on the part of the undersigned shall extend to and enure to ATB's benefit and the benefit of ATB's successors and assigns (including in connection with a Secondary Market Transaction) 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 representative, successors and assigns.
 23. The undersigned (jointly and severally if more than one) shall, at its expense, at the request of ATB, do all such further acts and execute and deliver all such further documents, agreements, certificates and instruments as may, in the reasonable opinion of ATB, be necessary or desirable in order to fully perform and carry out the purpose and intent of this guarantee including, for greater certainty, in connection with a Secondary Market Transaction.
- IN WITNESS WHEREOF, the undersigned has executed the guarantee under seal, this 16 day of December, 2020.

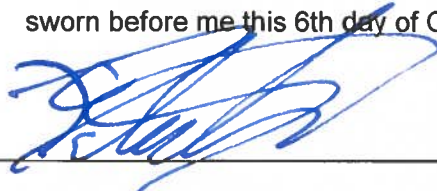
AITHRA PROJECTS INC.

Per:  _____
 Name: Kevin Read
 Title: Chief Executive Officer

Per: _____
 Name:
 Title:

(We have authority to bind the Borrower)

This is Exhibit "G" referred to in the Affidavit of Muhammad Ashraf
sworn before me this 6th day of October, 2023.



A Commissioner for Oaths in and for the Province of Alberta
Pantelis Kyriakakis
Barrister and Solicitor

Continuing Guarantee (Including Postponement and Assignment of Claims)

TO: ATB FINANCIAL, previously Alberta Treasury Branches (“ATB” or “you”)

IN CARE OF:

Calgary Deerfoot Meadows, 1200, 33 Heritage Meadows Way SE, Calgary, Alberta, T2H 3B8

IN CONSIDERATION of ATB extending credit to or otherwise dealing or continuing to deal with

Nomodic Modular Structures Inc. (hereafter called “the Client”), 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 Client 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 Client, both before and after default, maturity, and judgment, whether such judgment be obtained against the Client 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 Client 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 Client 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 Client 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 Client 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 Client, but you shall not be obliged to take any action or exhaust your recourse against the Client, 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 Client 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 Client 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 Client 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 Client 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 Client, notwithstanding any change or changes in the name or membership of the Client's firm or in the name of a corporate Client, and notwithstanding any reorganization of a corporate Client, 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 Client is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Client 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 Client 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 Client's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Client 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 Client 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 Client or of any surety or guarantor for any indebtedness of the Client 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 Client 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 Client, 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 Client in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Client 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 Client 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 Client, 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 Client is joined therein or separate action is brought against the Client 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 Client 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 ATB 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 Client 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 Client to you, and all monies received from the Client 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 Client'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 17th day of March 2023 .

Nomodic Modular Structures (Ontario) Ltd.


 _____ Seal
 KEVIN READ, CEO
 _____ Seal
 _____ Seal
 _____ Seal



Guarantees Acknowledgment Act Certificate

I HEREBY CERTIFY THAT:

1. _____, of _____, in the Province of Alberta, the guarantor (or one of the guarantors) in the guarantee dated the _____ day of _____, made between _____ and ATB which this certificate is attached to or noted upon, appeared in person before me and acknowledged that _____ had executed the guarantee.
2. I satisfied myself by examination of _____ that _____ is aware of the contents of the guarantee and understands it.

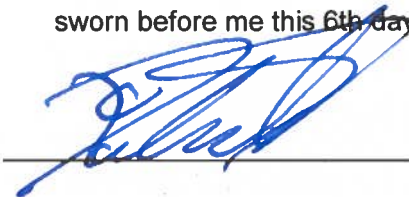
CERTIFIED by _____, (print name), Lawyer, at the _____ of _____, in the Province of Alberta, this _____ day of _____, 20 _____.

SIGNATURE

Statement of Guarantor

I am the person named in this certificate.

This is Exhibit "H" referred to in the Affidavit of Muhammad Ashraf
sworn before me this 6th day of October, 2023.



A Commissioner for Oaths in and for the Province of Alberta

Pantelis Kyriakakis
Barrister and Solicitor

GENERAL SECURITY AGREEMENT

Non-Consumer

TO: Alberta Treasury Branches
("ATB")

BRANCH: Transit 850 1200 33 Heritage Meadows Way SE, Calgary, AB, T2H 3B8

FROM: Nomodic Modular Structures Inc. (the "**Debtor**")

1. DEFINITIONS

All capitalized terms used in this Agreement and in any schedules attached hereto 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 a mortgage, pledge, charge and security interest (which, in the case of any real property and any other Collateral (as hereinafter defined) not subject to the PPSA, shall be a mortgage as and by way of a floating charge) to and in favour of ATB in all property, assets and undertaking of the Debtor referred to in Schedule "A" (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.
- (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, except operating leases incurred in the ordinary course of the Debtor's business.

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.

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 "B" 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" 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 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 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 "B" 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, 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 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;
- (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;
- (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 in his stead. The term "**Receiver**" as used in this Agreement includes a receiver, a manager and a receiver-manager;
- (e) 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;
- (f) 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;
- (g) 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;
- (h) 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 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;

- (i) neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities is required to keep Collateral identifiable; and
- (j) ATB may use the Collateral in any manner as it in its sole discretion deems advisable.

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;
- (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 (ONLY APPLICABLE IF OPTION (b) IN SCHEDULE A HAS BEEN SELECTED OR DEEMED TO HAVE BEEN SELECTED)~~

(a) For all purposes, including for the purposes of any application to register a crystallized floating charge under the *Land Title Act* (British Columbia) against any real property, the floating charge created by this Agreement shall be crystallized and become a fixed charge against all of the property which is then subject to the floating charge upon the earliest of:

- (i) any one of the events described in Section 7 hereof occurring;
- (ii) a declaration by ATB pursuant to Section 12 or a demand for payment otherwise being made by ATB;
- (iii) 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; or
- (iv) ATB taking any action to register the floating charge granted hereunder or any caveat, security notice or other instrument in respect thereof against all or any part of the property which was subject to the floating charge 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.~~

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 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 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
 - (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 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.
- (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.

IN WITNESS WHEREOF the Debtor has executed this Agreement this 6 day of May, 2013.

Witness:

Nomodic Modular Structures Inc.
x 
Per: Kevin Read

Witness:

Per:

Witness:

And per:

Full Address of Debtor:
224 99th Ave. SE, Calgary, AB, T2J 0J1

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

SCHEDULE A

Description of Collateral:

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

- (a) All of the Debtor's present and after-acquired Personal Property.
(b) All of the Debtor's present and after-acquired property, assets and undertaking, including without limitation all present and after-acquired Personal Property, and all present and after-acquired real, immoveable and leasehold property.
(c) All of the Debtor's present and after-acquired Personal Property except
(d) 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.
(e) 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.
(f) All of the Debtor's present and after-acquired Inventory, wherever located.
(g) The following described Personal Property of the Debtor:
(h) 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.
(i) All of the Debtor's, male or female, born or unborn, branded or unbranded, of whatever age or stage of growth, wherever located.

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:

Table with 4 columns: Make, Model, Year of Manufacture, Serial Number (and Registration Mark for aircraft only). The table is currently empty.

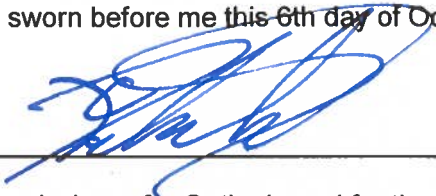
Locations of Collateral:

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

Alberta, Canada

**SCHEDULE B
PERMITTED ENCUMBRANCES**

This is Exhibit "I" referred to in the Affidavit of Muhammad Ashraf
sworn before me this 6th day of October, 2023.

A handwritten signature in blue ink, appearing to be 'P. Kyriakakis', written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta
Pantelis Kyriakakis
Barrister and Solicitor

Security Agreement Non-Consumer

TO: Alberta Treasury Branches
("ATB")

BRANCH: 1200-33 Heritage Meadows Way SE Calgary, AB

FROM: Nomodic Modular Structures Inc. (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) a 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

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(iii) value has been given.

- (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.

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

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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 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;

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- (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, 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

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(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 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;
- (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

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- (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 in his/her stead. 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 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

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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;
- (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.

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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, immovable property and 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

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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 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

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- (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
 - (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 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.

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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.
- (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 this 29 day of MARCH, 2017.

WITNESS:

Ben Dittell
Ben Dittell

Kevin Read
Julia Read

By: _____

Title: _____

By: _____

Title: _____

Full Address of Debtor:

224 99 AVE SE

CALGARY, AB

T2J 0J1

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

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.
- (h) The following described Personal Property: _____

- (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:

<u>Make</u>	<u>Model</u>	<u>Year of Manufacture</u>	<u>Serial Number (and Registration Mark for aircraft only)</u>

3. Locations of Personal Property Collateral:

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

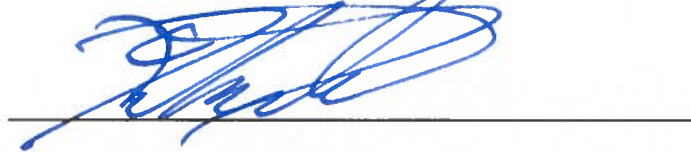
#103 11929 40 ST SE
 Calgary AB
 T2Z 4M8

4. Permitted Encumbrances (if any):

**SCHEDULE B
DESCRIPTION OF LANDS**

ATB Financial™

This is Exhibit "J" referred to in the Affidavit of Muhammad Ashraf
sworn before me this 6th day of October, 2023.

A handwritten signature in blue ink, appearing to be 'P. Kyriakakis', is written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

Pantelis Kyriakakis
Barrister and Solicitor

SECURITY AGREEMENT

Non-Consumer

TO: ATB Financial
("ATB")

BRANCH: Suite 600, 585 – 8 Avenue SW
Calgary, Alberta T2P 1G1

FROM: Aithra Projects Inc. (the "**Debtor**")

DATE: December 16, 2020

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) a 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.

(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 the occurrence and during the continuance of a 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 the occurrence and during the continuance of a 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, not to be unreasonably withheld:

- (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.

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 written 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 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 situated 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, 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 promptly 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 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, not to be unreasonably withheld;
- (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;
- (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, acting reasonably, 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

Upon the occurrence and during the continuance of a 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 in his/her stead. 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 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.

Upon the occurrence and during the continuance of a Default, 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

Upon the occurrence and during the continuance of a 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 the occurrence and during the continuance of a 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 the occurrence and during the continuance of a 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 the occurrence and during the continuance of a 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;
- (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

Upon the occurrence and during the continuance of a 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, reasonable 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 acting reasonably 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 reasonable 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 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 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 reasonable 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 acting reasonably. 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
 - (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 the occurrence and during the continuance of a 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 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.
- (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.

21. ELECTRONIC EXECUTION

This Agreement may be executed electronically and may be delivered by email, facsimile or other functionally -equivalent electronic means.

[remainder of page intentionally blank – signature page follows]

IN WITNESS WHEREOF the Debtor has executed this Agreement as of the date first written above.

AITHRA PROJECTS INC.

Per:  _____
Name: Kevin Read
Title: Chief Executive Officer

Per: _____
Name:
Title:

Full Address of Debtor:

Building 1000, 10213, Township Road 284a
Crossfield, AB T0M 0S0

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

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.
- (h) The following described Personal Property:

- (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:

<u>Make</u>	<u>Model</u>	<u>Year of Manufacture</u>	<u>Serial Number (and Registration Mark for aircraft only)</u>
TNT	Cargo Trailer	2013	5WBBE1823DW006930
Road Force	Cargo Trailer	2014	575200G23EU256553

Pilgrim	Trailer	2006	5L4TP292663011237
Diamond	Flatdeck	2015	46UFU1628F1162577
Road Force	Cargo Trailer	2015	575200G20FU285283
Royal	Cargo Trailer	2014	2S9FL2363E3030971
Royal	Cargo Trailer	2014	2S9FL2367E3030990
Polaris	RZR	2011	4XA VE76A 7BD111082
Dodge Ram	3500 SLT Crew	2013	2ATE09198DG582362
GMC	Sierra 3500 WT Crew	2013	1GT422CG0DF146899
GMC	Denali HD	2015	1GT424E85FF518032
Ford	Super Duty F-350	2019	1FT8W 3B66KEC26571
Ford	Super Duty F-350	2019	1FT8W 3B60KEE78607

Locations of Personal Property Collateral:

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

53338 RR 231, Sherwood Park AB, T8A 4V2

21420 113th Avenue NW, Edmonton AB, T5S 2B3

10213 TWPRD 284A, Crossfield AB, T0M 0S0

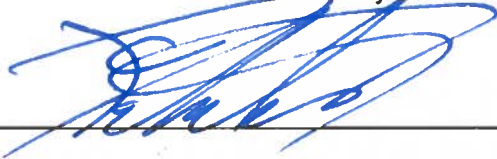
3. Permitted Encumbrances (if any):

<u>Registration Number</u>	<u>Secured Party</u>
a. 14082024349	ROYAL BANK OF CANADA
b. 19080807627	FORD CREDIT CANADA COMPANY
c. 19080807901	FORD CREDIT CANADA COMPANY
d. 20072211149	BUSINESS DEVELOPMENT BANK OF CANADA

**SCHEDULE B
DESCRIPTION OF LANDS**

NIL

This is Exhibit "K" referred to in the Affidavit of Muhammad Ashraf
sworn before me this 6th day of October, 2023.

A handwritten signature in blue ink, appearing to be 'P. Kyriakakis', written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

Pantelis Kyriakakis
Barrister and Solicitor

Security Agreement Non-Consumer

TO: ATB Financial, previously Alberta Treasury Branches
("ATB")

BRANCH: Calgary Deerfoot Meadows, 1200, 33 Heritage Meadows Way SE, Calgary, Alberta, T2H 3B8

FROM: Nomodic Modular Structures Inc. (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) a 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.

(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.

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 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;

- (j) 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;
- (k) the Collateral does not consist of Consumer Goods;
- (l) 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
- (m) 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, 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 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;
- (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 in his/her stead. 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 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;
- (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, immovable property and 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 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
 - (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 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.
- (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 this 17th day of March , 2023

WITNESS:

Nomodic Modular Structures Inc.

By:  _____

Title: CEO _____

By: _____

Title: _____

Full Address of Debtor:

Nomodic Modular Structures Inc.
Suite 103, 11929 - 401 Street SW
Calgary, AB T2Z 4M8

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

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, immovable 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, clients 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.

(h) The following described Personal Property:

(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, whatever 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 (and Registration Mark for aircraft only)

3. Locations of Personal Property Collateral:

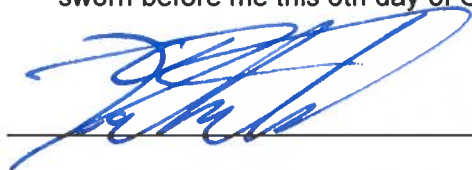
The personal property Collateral is located at the following location(s):

4. Permitted Encumbrances (if any):



**SCHEDULE B
DESCRIPTION OF LANDS**

This is Exhibit "L" referred to in the Affidavit of Muhammad Ashraf
sworn before me this 6th day of October, 2023.



A Commissioner for Oaths in and for the Province of Alberta

Pantelis Kyriakakis
Barrister and Solicitor

Security Agreement Non-Consumer

TO: ATB Financial, previously Alberta Treasury Branches
("ATB")

BRANCH: Calgary Deerfoot Meadows, 1200, 33 Heritage Meadows Way SE, Calgary, Alberta, T2H 3B8

FROM: Nomadic Modular Structures (Ontario) 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) a 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.

(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.

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 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;

- (j) 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;
- (k) the Collateral does not consist of Consumer Goods;
- (l) 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
- (m) 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, 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 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;
- (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 in his/her stead. 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 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;
- (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, immovable property and 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 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
 - (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 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.
- (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

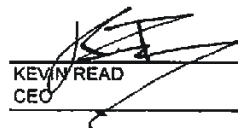
The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement, Financing Change Statement or Verification Statement relating to it.

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 this 17th day of March, 2023

WITNESS:

Nomodic Modular Structures (Ontario) Ltd.

By: 
KEVIN READ
Title: CEO

By: _____
Title: _____

Full Address of Debtor:

Nomodic Modular Structures (Ontario) Ltd.
Suite 103, 11929 - 401 Street SW
Calgary, AB T2Z 4M8

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

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, immovable 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, clients 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.

(h) The following described Personal Property:

(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, whatever 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 (and Registration Mark for aircraft only)

3. Locations of Personal Property Collateral:

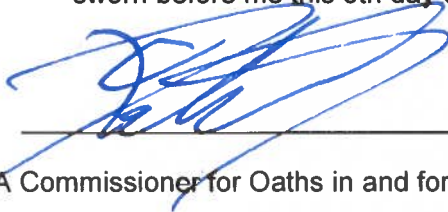
The personal property Collateral is located at the following location(s):

4. Permitted Encumbrances (if any):



**SCHEDULE B
DESCRIPTION OF LANDS**

This is Exhibit "M" referred to in the Affidavit of Muhammad Ashraf
sworn before me this 6th day of October, 2023.



A Commissioner for Oaths in and for the Province of Alberta

Pantelis Kyriakakis
Barrister and Solicitor

Search ID #: Z16642043

Transmitting Party

MCCARTHY TETRAULT LLP

4000, 421 - 7th AVENUE SW
CALGARY, AB T2P 4K9

Party Code: 50087121

Phone #: 403 260 3500

Reference #: 174791 568377

Search ID #: Z16642043

Date of Search: 2023-Oct-05

Time of Search: 19:21:27

Business Debtor Search For:

NOMODIC MODULAR STRUCTURES INC.

Both Exact and Inexact Result(s) Found

NOTE:

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



Search ID #: Z16642043

Business Debtor Search For:

NOMODIC MODULAR STRUCTURES INC.

Search ID #: Z16642043

Date of Search: 2023-Oct-05

Time of Search: 19:21:27

Registration Number: 13050725139

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-May-07

Registration Status: Current

Expiry Date: 2028-May-07 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

17013022935

Renewal

2017-Jan-30

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

Current

1 NOMODIC MODULAR STRUCTURES INC.
224 99 AVENUE S.E.
CALGARY, AB T2J 0J1

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

Current

1 ALBERTA TREASURY BRANCHES (TRANSIT #8509)
1200 - 33 HERITAGE MEADOWS WAY SE
CALGARY, AB T2H 3B8
Phone #: 403 974 3588 Fax #: 403 974 3717

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

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

Current

2 PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY
DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL
COLLATERAL OR PROCEEDS THEREOF

Current

Search ID #: Z16642043

Business Debtor Search For:

NOMODIC MODULAR STRUCTURES INC.

Search ID #: Z16642043

Date of Search: 2023-Oct-05

Time of Search: 19:21:27

Registration Number: 19011814345

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Jan-18

Registration Status: Current

Expiry Date: 2024-Jan-18 23:59:59

Exact Match on: Debtor No: 1

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

1 NOMODIC MODULAR STRUCTURES INC.
11929 40 STREET SE #SUITE 103
CALGARY, AB T2Z 4M8

Current

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

1 ROYAL BANK OF CANADA
10 YORK MILLS ROAD 3RD FLOOR
TORONTO, ON M2P 0A2

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	1GC1KSEY3KF182026	2019	Chevrolet Silverado 2500	MV - Motor Vehicle	Current

Search ID #: Z16642043

Business Debtor Search For:

NOMODIC MODULAR STRUCTURES INC.

Search ID #: Z16642043

Date of Search: 2023-Oct-05

Time of Search: 19:21:27

Registration Number: 19080807627

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Aug-08

Registration Status: Current

Expiry Date: 2025-Aug-08 23:59:59

Exact Match on:

Debtor

No: 2

Amendments to Registration

20121720365

Amendment

2020-Dec-17

Debtor(s)**Block**

1 AITHRA PROJECTS INC
10213 TWP RD 284 BLDG 1000
CROSSFIELD, AB T0M0S0

Status

Deleted by
20121720365

Block

2 NOMODIC MODULAR STRUCTURES INC
103 11929 40TH STREET
CALGARY, AB T2Z 4M8

Status

Current by
20121720365

Secured Party / Parties**Block**

1 FORD CREDIT CANADA COMPANY
PO BOX 2400
EDMONTON, AB T5J 5C7

Status

Deleted by
20121720365

Block

2 FORD CREDIT CANADA COMPANY
PO BOX 2400
EDMONTON, AB T5J 5C7
Email: albertaprod@teranet.ca

Status

Current by
20121720365

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	1FT8W3B60KEE78607	2019	FORD F350	MV - Motor Vehicle	Current

Search ID #: Z16642043

Business Debtor Search For:

NOMODIC MODULAR STRUCTURES INC.

Search ID #: Z16642043

Date of Search: 2023-Oct-05

Time of Search: 19:21:27

Registration Number: 19080807901

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Aug-08

Registration Status: Current

Expiry Date: 2025-Aug-08 23:59:59

Exact Match on:

Debtor

No: 2

Amendments to Registration

20121004917

Amendment

2020-Dec-10

Debtor(s)**Block**

1 AITHRA PROJECTS INC
10213 TWP RD 284 BLDG 1000
CROSSFIELD, AB T0M0S0

StatusDeleted by
20121004917**Block**

2 NOMODIC MODULAR STRUCTURES INC.
103 11929 40TH STREET
CALGARY, AB T2Z 4M8

StatusCurrent by
20121004917**Secured Party / Parties****Block**

1 FORD CREDIT CANADA COMPANY
PO BOX 2400
EDMONTON, AB T5J 5C7

StatusDeleted by
20121004917**Block**

2 FORD CREDIT CANADA COMPANY
PO BOX 2400
EDMONTON, AB T5J 5C7
Email: albertaprod@teranet.ca

StatusCurrent by
20121004917**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	1FT8W3B66KEC26571	2019	FORD F350	MV - Motor Vehicle	Current

Search ID #: Z16642043

Business Debtor Search For:

NOMODIC MODULAR STRUCTURES INC.

Search ID #: Z16642043

Date of Search: 2023-Oct-05

Time of Search: 19:21:27

Registration Number: 20072211149

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Jul-22

Registration Status: Current

Expiry Date: 2029-Jul-22 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

23063044008

Amendment

2023-Jun-30

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

Current

1 NOMODIC MODULAR STRUCTURES INC.
103, 11929 - 40 STREET SE
CALGARY, AB T2Z 4M8

Block**Status**

Current

2 AITHRA PROJECTS INC.
BUILDING 1000, 10213 TOWNSHIP ROAD 284A
CROSSFIELD, AB T0M 0S0

Secured Party / Parties**Block****Status**Deleted by
23063044008

1 BUSINESS DEVELOPMENT BANK OF CANADA
BOX 6,505 BURRARD ST
VANCOUVER, BC V7X 1M3
Phone #: 604 666 1916 Fax #: 604 666 1573
Email: legalwfsc@bdc.ca

Block**Status**Current by
23063044008

2 BUSINESS DEVELOPMENT BANK OF CANADA
1500 - 1133 MELVILLE STREET
VANCOUVER, BC V6E 4E5
Phone #: 604 666 1916 Fax #: 604 666 1573
Email: legalwfsc@bdc.ca

Search ID #: Z16642043

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY, EXCEPT CONSUMER GOODS. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS.	Current

Search ID #: Z16642043

Business Debtor Search For:

NOMODIC MODULAR STRUCTURES INC.

Search ID #: Z16642043

Date of Search: 2023-Oct-05

Time of Search: 19:21:27

Registration Number: 20100513167

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Oct-05

Registration Status: Current

Expiry Date: 2025-Oct-05 23:59:59

Exact Match on:

Debtor

No: 1

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

1 NOMODIC MODULAR STRUCTURES INC
11929 40 STREET SE #SUITE 103
CALGARY, AB T2Z 4M8

Current

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

1 ROYAL BANK OF CANADA
10 YORK MILLS ROAD 3RD FLOOR
TORONTO, ON M2P 0A2
Email: abautonsp@teranet.ca

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1GCUYEED7LZ348980	2020	Chevrolet Silverado 1500	MV - Motor Vehicle	Current

Search ID #: Z16642043

Business Debtor Search For:

NOMODIC MODULAR STRUCTURES INC.

Search ID #: Z16642043

Date of Search: 2023-Oct-05

Time of Search: 19:21:27

Registration Number: 23020222851

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Feb-02

Registration Status: Current

Expiry Date: 2033-Feb-02 23:59:59

Exact Match on:

Debtor

No: 1

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

1 NOMODIC MODULAR STRUCTURES INC.
224 99 AVENUE S.E.
CALGARY, AB T2J 0J1

Current

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

1 ATB FINANCIAL
1200 - 33 HERITAGE MEADOWS WAY SE
CALGARY, AB T2H 3B8
Email: PPRNOTICES@ATB.COM

Current

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

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Search ID #: Z16642043

Business Debtor Search For:

NOMODIC MODULAR STRUCTURES INC.

Search ID #: Z16642043

Date of Search: 2023-Oct-05

Time of Search: 19:21:27

Registration Number: 23032921804

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Mar-29

Registration Status: Current

Expiry Date: 2028-Mar-29 23:59:59

Exact Match on:

Debtor

No: 1

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

1 NOMODIC MODULAR STRUCTURES INC.
600, 815 8TH AVENUE S.W.
CALGARY, AB T2P3P2

Current

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

1 TOKIO MARINE CANADA LTD.
330 BAY STREET, SUITE 400
TORONTO, ON M5H2S8
Email: suretysupport@tokiomarinecanada.com

Current

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

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY, WITHOUT
LIMITATION,
INCLUDING INVENTORY, EQUIPMENT, PLANT, TOOLS, VEHICLES, ACCOUNTS
RECEIVABLE, MONEY, CHATTEL PAPERS, DOCUMENTS OF TITLE, SECURITIES,
LICENSES, INSTRUMENTS.

Current

Search ID #: Z16642043

Business Debtor Search For:

NOMODIC MODULAR STRUCTURES INC.

Search ID #: Z16642043

Date of Search: 2023-Oct-05

Time of Search: 19:21:27

Registration Number: 23041216104

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Apr-12

Registration Status: Current

Expiry Date: 2025-Apr-12 23:59:59

Exact Match on:

Debtor

No: 1

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

1 NOMODIC MODULAR STRUCTURES INC
11929 40 ST SE, STE 103
CALGARY, AB T2Z4M8

Current

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

1 ENTERPRISE FLEET MANAGEMENT CANADA INC
5821 6 ST SE
CALGARY, AB T2H1M4
Email: E23BVN@EFLEETS.COM

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	1GC4YTEY5PF222535	2023	CHEVROLET SILVERADO	MV - Motor Vehicle	Current

Search ID #: Z16642043

Business Debtor Search For:

NOMODIC MODULAR STRUCTURES INC.

Search ID #: Z16642043

Date of Search: 2023-Oct-05

Time of Search: 19:21:27

Registration Number: 23041216505

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Apr-12

Registration Status: Current

Expiry Date: 2025-Apr-12 23:59:59

Exact Match on: Debtor No: 1

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

1 NOMODIC MODULAR STRUCTURES INC
11929 40 ST SE, STE 103
CALGARY, AB T2Z4M8

Current

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

1 ENTERPRISE FLEET MANAGEMENT CANADA INC
5821 6 ST SE
CALGARY, AB T2H1M4
Email: E23BVN@EFLEETS.COM

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	2GC4YNE71P1715428	2023	CHEVROLET SILVERADO	MV - Motor Vehicle	Current

Search ID #: Z16642043

Business Debtor Search For:

NOMODIC MODULAR STRUCTURES INC.

Search ID #: Z16642043

Date of Search: 2023-Oct-05

Time of Search: 19:21:27

Registration Number: 23041720463

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Apr-17

Registration Status: Current

Expiry Date: 2025-Apr-17 23:59:59

Exact Match on:

Debtor

No: 1

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

1 NOMODIC MODULAR STRUCTURES INC
11929 40 ST SE, STE 103
CALGARY, AB T2Z4M8

Current

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

1 ENTERPRISE FLEET MANAGEMENT CANADA INC
5821 6 ST SE
CALGARY, AB T2H1M4
Email: E23BVN@EFLEETS.COM

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	1GC4YTEY6PF221930	2023	CHEVROLET SILVERADO	MV - Motor Vehicle	Current

Search ID #: Z16642043

Business Debtor Search For:

NOMODIC MODULAR STRUCTURES INC.

Search ID #: Z16642043

Date of Search: 2023-Oct-05

Time of Search: 19:21:27

Registration Number: 23060530394

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jun-05

Registration Status: Current

Expiry Date: 2025-Jun-05 23:59:59

Exact Match on:

Debtor

No: 1

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

1 NOMODIC MODULAR STRUCTURES INC
#280 23 SUNPARK DR SE
CALGARY, AB T2X3V1

Current

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

1 ENTERPRISE FLEET MANAGEMENT CANADA INC
5821 6 ST SE
CALGARY, AB T2H1M4
Email: E23BVN@EFLEETS.COM

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	2GC4YNE72P1726485	2023	CHEVROLET SILVERADO	MV - Motor Vehicle	Current

Search ID #: Z16642043

Business Debtor Search For:

NOMODIC MODULAR STRUCTURES INC.

Search ID #: Z16642043

Date of Search: 2023-Oct-05

Time of Search: 19:21:27

Registration Number: 23062935083

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jun-29

Registration Status: Current

Expiry Date: 2033-Jun-29 23:59:59

Exact Match on: Debtor No: 1

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

1 NOMODIC MODULAR STRUCTURES INC.
#280, 23 SUNPARK DRIVE SE
CALGARY, AB T2X 3V1

Current

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

1 STERLING CRANE
PO BOX 8610, STATION SOUTH
EDMONTON, AB T6E 6R2
Phone #: 780 231 1587
Email: bpicken@sterlingcrane.com

Current

Block**Status**

2 PROCRANE INC.
PO BOX 8610, STATION SOUTH
EDMONTON, AB T6E 6R2
Phone #: 780 231 1587
Email: bpicken@sterlingcrane.com

Current

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

1 All present and after acquired personal property and all present and after acquired real property of any and all kinds whatsoever.

Current

Search ID #: Z16642043

Business Debtor Search For:

NOMODIC MODULAR STRUCTURES INC.

Search ID #: Z16642043

Date of Search: 2023-Oct-05

Time of Search: 19:21:27

Registration Number: 23100308822

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Oct-03

Registration Status: Current

Expiry Date: 2024-Oct-03 23:59:59

Exact Match on:

Debtor

No: 1

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

1 NOMODIC MODULAR STRUCTURES INC
#280, 23 SUNPARK DRIVE SE
CALGARY, AB T2X 3V1

Current

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

1 HAYWORTH EQUIPMENT SALES INC
26180-114 AVE
ACHESON, AB T7X 6R1
Phone #: 780 962 9100 Fax #: 780 962 8758
Email: marianne@hayworthequipment.com

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	575200G20FU285283	2016	Wells Cargo Trailer	TR - Trailer	Current

Search ID #: Z16642043

Business Debtor Search For:

NOMODIC MODULAR STRUCTURES INC.

Search ID #: Z16642043

Date of Search: 2023-Oct-05

Time of Search: 19:21:27

Registration Number: 23100316008

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Oct-03

Registration Status: Current

Expiry Date: 2024-Oct-03 23:59:59

Exact Match on:

Debtor

No: 1

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

1 NOMODIC MODULAR STRUCTURES INC
#280, 23 SUNPARK DRIVE SE
CALGARY, AB T2X 3V1

Current

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

1 HAYWORTH EQUIPMENT SALES INC
26180-114 AVE
ACHESON, AB T7X 6R1
Phone #: 780 962 9100 Fax #: 780 962 8758
Email: marianne@hayworthequipment.com

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	5NHUBL627CT434406	2011	Forest River T/A Enclosed	TR - Trailer	Current

Search ID #: Z16642043

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.#
NOMODIC MODULAR 103, 11929 - 40 STREET SW CALGARY, AB T2Z 4M8	23071715266
SECURITY AGREEMENT	
Debtor Name / Address	Reg.#
NOMODIC MODULAR 103, 11929 - 40 STREET SW CALGARY, AB T2Z 4M8	23080419324
SECURITY AGREEMENT	
Debtor Name / Address	Reg.#
NOMODIC MODULAR STRUCTURES (ONTARIO) LTD. 600-815 8 AVE SW CALGARY, AB T2P3P2	22090819353
SECURITY AGREEMENT	
Debtor Name / Address	Reg.#
NOMODIC MODULAR STRUCTURES (ONTARIO) LTD. SUITE 103, 11929 - 401 STREET SW CALGARY, AB T2Z 4M8	23031727119
SECURITY AGREEMENT	
Debtor Name / Address	Reg.#
NOMODIC MODULAR STRUCTURES (ONTARIO) LTD. 600, 815 8TH AVENUE S.W. CALGARY, AB T2P3P2	23032206592
SECURITY AGREEMENT	

Result Complete

Search ID #: Z16642047

Transmitting Party

MCCARTHY TETRAULT LLP

4000, 421 - 7th AVENUE SW
CALGARY, AB T2P 4K9

Party Code: 50087121

Phone #: 403 260 3500

Reference #: 174791 568377

Search ID #: Z16642047

Date of Search: 2023-Oct-05

Time of Search: 19:24:15

Business Debtor Search For:

AITHRA PROJECTS INC.

Both Exact and Inexact Result(s) Found

NOTE:

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



Search ID #: Z16642047

Business Debtor Search For:

AITHRA PROJECTS INC.

Search ID #: Z16642047

Date of Search: 2023-Oct-05

Time of Search: 19:24:15

Registration Number: 14111740103

Registration Type: COURT ORDER

Registration Date: 2014-Nov-17

Registration Status: Current

Registration Term: Infinity

Issued in Calgary Judicial Centre

Court File Number is 1401-09496

Court Order Date is 2014-Nov-14

Inexact Match on: Debtor No: 1

Solicitor / Agent

JENNIFER S. JOSS, CODE HUNTER LLP
850, 440 - 2 AVENUE SW
CALGARY, AB T2P 5E9
Phone #: 403 716 2391

Reference #: 11291.001

Defendant(s) / Respondent(s)**Block****Status**

1 AITHRA PROJECTS LTD.
2370 BAYSIDE RD., UNIT 3004
AIRDRIE, AB T4B 0N1

Current

Plaintiff(s) / Applicant(s)**Block****Status**

1 ADVANCE BUILDING SYSTEMS LTD.
1923 BAY SHORE RD SW
CALGARY, AB T2V 3M3

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	3D71T2CT1AG127378	2010	Dodge	MV - Motor Vehicle	Current

Search ID #: Z16642047

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	Copy of Order of Judge D.B.Higa filed November 14, 2014 setting aside the plaintiff's (Debtor) Default Judgement.	Current

Search ID #: Z16642047

Business Debtor Search For:

AITHRA PROJECTS INC.

Search ID #: Z16642047

Date of Search: 2023-Oct-05

Time of Search: 19:24:15

Registration Number: 20072211149

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Jul-22

Registration Status: Current

Expiry Date: 2029-Jul-22 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

23063044008

Amendment

2023-Jun-30

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

1 NOMODIC MODULAR STRUCTURES INC.
103, 11929 - 40 STREET SE
CALGARY, AB T2Z 4M8

Current

Block**Status**

2 AITHRA PROJECTS INC.
BUILDING 1000, 10213 TOWNSHIP ROAD 284A
CROSSFIELD, AB T0M 0S0

Current

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

1 BUSINESS DEVELOPMENT BANK OF CANADA
BOX 6,505 BURRARD ST
VANCOUVER, BC V7X 1M3
Phone #: 604 666 1916 Fax #: 604 666 1573
Email: legalwfsc@bdc.ca

Deleted by
23063044008**Block****Status**

2 BUSINESS DEVELOPMENT BANK OF CANADA
1500 - 1133 MELVILLE STREET
VANCOUVER, BC V6E 4E5
Phone #: 604 666 1916 Fax #: 604 666 1573
Email: legalwfsc@bdc.ca

Current by
23063044008

Search ID #: Z16642047

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY, EXCEPT CONSUMER GOODS. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS.	Current

Search ID #: Z16642047

Business Debtor Search For:

AITHRA PROJECTS INC.

Search ID #: Z16642047

Date of Search: 2023-Oct-05

Time of Search: 19:24:15

Registration Number: 20091813341

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Sep-18

Registration Status: Current

Expiry Date: 2025-Sep-18 23:59:59

Exact Match on:

Debtor

No: 1

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

1 AITHRA PROJECTS INC.
BUILDING #1000, 10213 TOWNSHIP ROAD 284A
CROSSFIELD, AB T0M 0S0

Current

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

1 ATB FINANCIAL
SUITE 600, 585 - 8 AVENUE SW
CALGARY, AB T2P 1G1
Email: pprnotices@atb.com

Current

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

1 All of the debtor's present and after-acquired personal property.

Current

Result Complete

Search ID #: Z16642046

Transmitting Party

MCCARTHY TETRAULT LLP

4000, 421 - 7th AVENUE SW
CALGARY, AB T2P 4K9

Party Code: 50087121

Phone #: 403 260 3500

Reference #: 174791 568377

Search ID #: Z16642046

Date of Search: 2023-Oct-05

Time of Search: 19:22:42

Business Debtor Search For:

NOMODIC MODULAR STRUCTURES (ONTARIO) INC.

Inexact Result(s) Only Found

NOTE:

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



Search ID #: Z16642046

Business Debtor Search For:

NOMODIC MODULAR STRUCTURES (ONTARIO) INC.

Search ID #: Z16642046

Date of Search: 2023-Oct-05

Time of Search: 19:22:42

Registration Number: 22090819353

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Sep-08

Registration Status: Current

Expiry Date: 2027-Sep-08 23:59:59

Inexact Match on: Debtor No: 1

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

Current

1 NOMODIC MODULAR STRUCTURES (ONTARIO) LTD.
600-815 8 AVE SW
CALGARY, AB T2P3P2

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

Current

1 ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO, ON M2P 0A4
Email: albertaprod@teranet.ca

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

1 ALL MONEY OR AMOUNTS ON DEPOSIT FROM TIME TO TIME WITH ANY OF ROYAL BANK OF CANADA, ROYAL BANK MORTGAGE CORPORATION, ROYAL TRUST CORPORATION OF CANADA OR THE ROYAL TRUST COMPANY. PROCEEDS: A SECURITY INTEREST IS CLAIMED IN ALL PRESENT AND AFTER-ACQUIRED GOODS (INCLUDING TRADE-INS), CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND INTANGIBLES OF EVERY ITEM OR KIND THAT MAY BE DERIVED FROM THE SALE OR OTHER DISPOSITION OF THE COLLATERAL DESCRIBED ABOVE, ALL INSURANCE PROCEEDS AND ANY PROCEEDS OF ANY OF THE FOREGOING. Current

Search ID #: Z16642046

Business Debtor Search For:

NOMODIC MODULAR STRUCTURES (ONTARIO) INC.

Search ID #: Z16642046

Date of Search: 2023-Oct-05

Time of Search: 19:22:42

Registration Number: 23031727119

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Mar-17

Registration Status: Current

Expiry Date: 2033-Mar-17 23:59:59

Inexact Match on:

Debtor

No: 1

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

1 NOMODIC MODULAR STRUCTURES (ONTARIO) LTD.
SUITE 103, 11929 - 401 STREET SW
CALGARY, AB T2Z 4M8

Current

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

1 ATB FINANCIAL
1200 - 33 HERITAGE MEADOWS WAY SE
CALGARY, AB T2H 3B8
Email: PPRNOTICES@ATB.COM

Current

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

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Search ID #: Z16642046

Business Debtor Search For:

NOMODIC MODULAR STRUCTURES (ONTARIO) INC.

Search ID #: Z16642046

Date of Search: 2023-Oct-05

Time of Search: 19:22:42

Registration Number: 23032206592

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Mar-22

Registration Status: Current

Expiry Date: 2028-Mar-22 23:59:59

Inexact Match on: Debtor No: 1

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

1 NOMODIC MODULAR STRUCTURES (ONTARIO) LTD.
600, 815 8TH AVENUE S.W.
CALGARY, AB T2P3P2

Current

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

1 TOKIO MARINE CANADA LTD.
330 BAY STREET, SUITE 400
TORONTO, ON M5H2S8
Email: suretysupport@tokiomarinecanada.com

Current

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

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY, WITHOUT
LIMITATION, INCLUDING INVENTORY, EQUIPMENT, PLANT, TOOLS, VEHICLES,
ACCOUNTS RECEIVABLE, MONEY, CHATTEL PAPERS, DOCUMENTS OF TITLE,
SECURITIES, LICENSES, INSTRUMENTS.

Current

Search ID #: Z16642046

Note:

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

Debtor Name / Address NOMODIC MODULAR 103, 11929 - 40 STREET SW CALGARY, AB T2Z 4M8	Reg.# 23071715266
SECURITY AGREEMENT	
Debtor Name / Address NOMODIC MODULAR 103, 11929 - 40 STREET SW CALGARY, AB T2Z 4M8	Reg.# 23080419324
SECURITY AGREEMENT	
Debtor Name / Address NOMODIC MODULAR STRUCTURES INC #280, 23 SUNPARK DRIVE SE CALGARY, AB T2X 3V1	Reg.# 23100308822
SECURITY AGREEMENT	
Debtor Name / Address NOMODIC MODULAR STRUCTURES INC 103 11929 40TH STREET CALGARY, AB T2Z 4M8	Reg.# 19080807627
SECURITY AGREEMENT	
Debtor Name / Address NOMODIC MODULAR STRUCTURES INC 11929 40 STREET SE #SUITE 103 CALGARY, AB T2Z 4M8	Reg.# 20100513167
SECURITY AGREEMENT	
Debtor Name / Address NOMODIC MODULAR STRUCTURES INC 11929 40 ST SE, STE 103 CALGARY, AB T2Z4M8	Reg.# 23041216104
SECURITY AGREEMENT	
Debtor Name / Address	Reg.#

Search ID #: Z16642046

NOMODIC MODULAR STRUCTURES INC 23041216505
11929 40 ST SE, STE 103
CALGARY, AB T2Z4M8

SECURITY AGREEMENT

Debtor Name / Address	Reg.#
NOMODIC MODULAR STRUCTURES INC 11929 40 ST SE, STE 103 CALGARY, AB T2Z4M8	23041720463

SECURITY AGREEMENT

Debtor Name / Address	Reg.#
NOMODIC MODULAR STRUCTURES INC #280 23 SUNPARK DR SE CALGARY, AB T2X3V1	23060530394

SECURITY AGREEMENT

Debtor Name / Address	Reg.#
NOMODIC MODULAR STRUCTURES INC #280, 23 SUNPARK DRIVE SE CALGARY, AB T2X 3V1	23100316008

SECURITY AGREEMENT

Debtor Name / Address	Reg.#
NOMODIC MODULAR STRUCTURES INC. 224 99 AVENUE S.E. CALGARY, AB T2J 0J1	13050725139

SECURITY AGREEMENT

Debtor Name / Address	Reg.#
NOMODIC MODULAR STRUCTURES INC. 11929 40 STREET SE #SUITE 103 CALGARY, AB T2Z 4M8	19011814345

SECURITY AGREEMENT

Debtor Name / Address	Reg.#
NOMODIC MODULAR STRUCTURES INC. 103 11929 40TH STREET CALGARY, AB T2Z 4M8	19080807901

SECURITY AGREEMENT

Debtor Name / Address	Reg.#

Search ID #: Z16642046

NOMODIC MODULAR STRUCTURES INC.
103, 11929 - 40 STREET SE
CALGARY, AB T2Z 4M8

20072211149

SECURITY AGREEMENT**Debtor Name / Address**

NOMODIC MODULAR STRUCTURES INC.
224 99 AVENUE S.E.
CALGARY, AB T2J 0J1

Reg.#

23020222851

SECURITY AGREEMENT**Debtor Name / Address**

NOMODIC MODULAR STRUCTURES INC.
600, 815 8TH AVENUE S.W.
CALGARY, AB T2P3P2

Reg.#

23032921804

SECURITY AGREEMENT**Debtor Name / Address**

NOMODIC MODULAR STRUCTURES INC.
#280, 23 SUNPARK DRIVE SE
CALGARY, AB T2X 3V1

Reg.#

23062935083

SECURITY AGREEMENT

Result Complete

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "NOMODIC MODULAR STRUCTURES INC."

Search Date and Time: February 2, 2023 at 1:04:16 pm Pacific time
Account Name: ELDOR-WAL REGISTRATIONS (1987) LTD.

TABLE OF CONTENTS

3 Matches in 3 Registrations in Report

Exact Matches: 3 (*)

Total Search Report Pages: 7

	Base Registration	Base Registration Date	Debtor Name	Page
1	478250N	January 14, 2022	* NOMODIC MODULAR STRUCTURES INC.	2
2	335220P	February 1, 2023	* NOMODIC MODULAR STRUCTURES INC.	4
3	338081P	February 2, 2023	* NOMODIC MODULAR STRUCTURES INC.	6

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 478250N
EXPIRED

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: January 14, 2022 at 8:52:01 am Pacific time
Current Expiry Date and Time: January 14, 2023 at 11:59:59 pm Pacific time **(Expired)**
 Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of February 2, 2023 at 1:04:16 pm Pacific time)

Secured Party Information

**BRITCO BOXX LIMITED
 PARTNERSHIP**
Address

 21690 SMITH CRESCENT
 LANGLEY BC
 V2Y 0W6 Canada

Debtor Information

**NOMODIC MODULAR STRUCTURES
 INC.**
Address

 103 - 11929 40TH STREET SE
 CALGARY AB
 T2Z 4M8 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Trailer (TR)	2019	MO1016 OSW-01239 / -	OSW101619WC01239
Trailer (TR)	2019	WMO1024 OSW-01126 / -	OSW102419NR01126

General Collateral

Base Registration General Collateral:

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

Original Registering Party

**BRITCO BOXX LIMITED
PARTNERSHIP**

Address

21690 SMITH CRESCENT
LANGLEY BC
V2Y 0W6 Canada



Base Registration Number: 335220P

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	February 1, 2023 at 10:28:30 am Pacific time
Current Expiry Date and Time:	February 1, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 2, 2023 at 1:04:16 pm Pacific time)

Secured Party Information
**BRITCO BOXX LIMITED
PARTNERSHIP**
Address

 21690 SMITH CRESCENT
 LANGLEY BC
 V2Y 0W6 Canada

Debtor Information
**NOMODIC MODULAR STRUCTURES
INC.**
Address

 103 - 11929 40TH STREET SE
 CALGARY AB
 T2Z 4M8 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Trailer (TR)	2004	MO1024 / MO-L1824	MO102404BRL1824

General Collateral

Base Registration General Collateral:

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

Original Registering Party

**BRITCO BOXX LIMITED
PARTNERSHIP**

Address

21690 SMITH CRESCENT
LANGLEY BC
V2Y 0W6 Canada



Base Registration Number: 338081P

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	February 2, 2023 at 1:00:12 pm Pacific time
Current Expiry Date and Time:	February 2, 2033 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 2, 2023 at 1:04:16 pm Pacific time)

Secured Party Information**ATB FINANCIAL****Address**1200 - 33 HERITAGE MEADOWS WAY SE
CALGARY AB
T2H 3B8 Canada**Debtor Information****NOMODIC MODULAR STRUCTURES
INC.****Address**224 99 AVENUE S.E.
CALGARY AB
T2J 0J1 Canada**Vehicle Collateral**

None

General Collateral**Base Registration General Collateral:**

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**ELDOR-WAL REGISTRATIONS (1987)
LTD.**

Address

1200, 10123 99 STREET NW
EDMONTON AB
T5J 3H1 Canada



Search Results

for Business Debtor Name "Aithra Projects Inc." as of November 28, 2022 at 3:02:47 pm Pacific time

Select the registrations you want to include in a printable PDF search report. Exact matches are automatically selected. This report will contain the full record of the registration for each selected match and will be automatically saved to your PPR Dashboard.

1 matches found | 1 exact matches | 1 total matches in 1 registrations added to report

 [Generate Search Result Report](#)

Select All

Debtor Name

Exact Matches (1)

exact match added AITHRA PROJECTS INC.

Business Debtor - "Aithra Projects Inc."

Search Date and Time: November 28, 2022 at 3:02:47 pm Pacific time
Account Name: ELDOR-WAL REGISTRATIONS (1987) LTD.

TABLE OF CONTENTS

1 Match in 1 Registration in Report

Exact Matches: 1 (*)

Total Search Report Pages: 3

	Base Registration	Base Registration Date	Debtor Name	Page
1	555819M	October 27, 2020	* AITHRA PROJECTS INC.	2

Base Registration Number: 555819M

Registration Type:	PPSA SECURITY AGREEMENT
Base Registration Date and Time:	October 27, 2020 at 12:04:27 pm Pacific time
Current Expiry Date and Time:	October 27, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION
(as of November 28, 2022 at 3:02:47 pm Pacific time)

Secured Party Information

ATB FINANCIAL

Address

SUITE 600, 585 - 8 AVENUE SW
CALGARY AB
T2P 1G1 Canada

Debtor Information

AITHRA PROJECTS INC.

Address

BLDG #1000, 10213 TWP RD
284A
CROSSFIELD AB
T0M 0S0 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**ELDOR-WAL REGISTRATIONS
(1987) LTD.**

Address

1200, 10123 99ST NW
EDMONTON AB
T5J 3H1 Canada



Business Debtor - "NOMODIC MODULAR STRUCTURES (ONTARIO) LTD."

Search Date and Time: March 17, 2023 at 2:38:01 pm Pacific time
Account Name: Not available.

TABLE OF CONTENTS

1 Match in 1 Registration in Report

Exact Matches: 1 (*)

Total Search Report Pages: 3

	Base Registration	Base Registration Date	Debtor Name	Page
1	419678P	March 17, 2023	* NOMODIC MODULAR STRUCTURES (ONTARIO) LTD.	2

Base Registration Number: 419678P

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 17, 2023 at 2:36:39 pm Pacific time
Current Expiry Date and Time:	March 17, 2033 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of March 17, 2023 at 2:38:01 pm Pacific time)

Secured Party Information

ATB FINANCIAL

Address

1200 - 33 HERITAGE MEADOWS WAY SE
CALGARY AB
T2H 3B8 Canada

Debtor Information

NOMODIC MODULAR STRUCTURES (ONTARIO) LTD.

Address

SUITE 103, 11929 - 401 STREET SW
CALGARY AB
T2Z 4M8 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MCCARTHY TETRAULT LLP

Address

SUITE 2400, 745 THURLOW STREET
VANCOUVER BC
V6E 0C5 Canada



Business Debtor

Search by Business Debtor

Date: 2023-02-02
 Time: 3:12:30 p.m.
 Transaction Number: 10267581938

Business Name: NOMODIC MODULAR
 STRUCTURES INC.

1 exact match was found.

0 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. NOMODIC MODULAR STRUCTURES INC.	1

1. NOMODIC MODULAR STRUCTURES INC.

1.1 NOMODIC MODULAR STRUCTURES INC.: Registration 202301740303 (2023-02-02 2:54:53 p.m.)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2033-02-02
Debtor Address	224 99 AVENUE S.E. CALGARY, AB Canada T2J 0J1
Secured Parties (party code, name, address)	ATB FINANCIAL 1200 - 33 HERITAGE MEADOWS WAY SE CALGARY, AB Canada T2H 3B8
General Collateral Description	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

END OF EXACT MATCHES

Business Debtor

Search by Business Debtor

Date: 2023-02-02
 Time: 3:11:46 p.m.
 Transaction Number: 10267581929

Business Name: AITHRA PROJECTS INC.

1 exact match was found.

0 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. AITHRA PROJECTS INC.	1

1. AITHRA PROJECTS INC.

1.1 AITHRA PROJECTS INC.: Registration 202301740109 (2023-02-02 2:52:35 p.m.)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2033-02-02
Debtor Address	1000, 10213, TOWNSHIP ROAD 284A CROSSFIELD, AB Canada T0M 0S0
Secured Parties (party code, name, address)	ATB FINANCIAL 1200 - 33 HERITAGE MEADOWS WAY SE CALGARY, AB Canada T2H 3B8
General Collateral Description	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

END OF EXACT MATCHES

Business Debtor

Search by Business Debtor

Date: 2023-03-20
 Time: 7:44:53 a.m.
 Transaction Number: 10268111596

Business Name: NOMODIC MODULAR
 STRUCTURES (ONTARIO) LTD.

1 exact match was found.

1 similar match was found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. NOMODIC MODULAR STRUCTURES (ONTARIO) LTD.	1

1. NOMODIC MODULAR STRUCTURES (ONTARIO) LTD.

1.1 NOMODIC MODULAR STRUCTURES (ONTARIO) LTD.: Registration 202304195900
 (2023-03-20 7:25:40 a.m.)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2033-03-20
Debtor Address	SUITE 103, 11929 - 401 STREET SW CALGARY, AB Canada T2Z 4M8
Secured Parties (party code, name, address)	ATB FINANCIAL 1200 - 33 HERITAGE MEADOWS WAY SE CALGARY, AB Canada T2H 3B8
General Collateral Description	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

END OF EXACT MATCHES

Business Debtor

Search by Business Debtor: 1 similar match was found.

Business Debtor Name	No. of Registrations
1. NOMODIC MODULAR STRUCTURES INC.	1

1. NOMODIC MODULAR STRUCTURES INC.

Include in Printed Search Results

1.1 NOMODIC MODULAR STRUCTURES INC.: Registration 202301740303 (2023-02-02 2:54:53 p.m.)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2033-02-02
Debtor Address	224 99 AVENUE S.E. CALGARY, AB Canada T2J 0J1
Secured Parties (party code, name, address)	ATB FINANCIAL 1200 - 33 HERITAGE MEADOWS WAY SE CALGARY, AB Canada T2H 3B8
General Collateral Description	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.



PERSONAL PROPERTY SECURITY REGISTRATION
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : McCarthy Tetrault LLP (Corporate Search)
Reference : 1576
Docket : 174791-568377
Search ID : 906317
Date Processed : 2/2/2023 3:59:14 PM
Report Type : PPSA Electronic Response
Search Conducted on : NOMODIC MODULAR STRUCTURES INC.
Search Type : Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: NOMODIC MODULAR STRUCTURES INC.

FILE CURRENCY: February 1, 2023

RESPONSE CONTAINS: APPROXIMATELY 1 FAMILIES and 1 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: NOMODIC MODULAR STRUCTURES INC.

FILE CURRENCY: February 1, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 1

SEARCH : BD : NOMODIC MODULAR STRUCTURES INC.

00 FILE NUMBER : 790483887 EXPIRY DATE : 02FEB 2033 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20230202 1558 9234 6710 REG TYP: P PPSA REG PERIOD: 10
 02 IND DOB : IND NAME:
 03 BUS NAME: NOMODIC MODULAR STRUCTURES INC.
 OCN :
 04 ADDRESS : 224 99 AVENUE S.E.
 CITY : CALGARY PROV: AB POSTAL CODE: T2J 0J1
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

ATB FINANCIAL

09 ADDRESS : 1200 - 33 HERITAGE MEADOWS WAY SE

CITY : CALGARY PROV: AB POSTAL CODE: T2H 3B8

CONS.	MV	DATE OF	OR	NO FIXED			
GOODS INVTRY.	EQUIP	ACCTS	OTHER	INCL	AMOUNT	MATURITY	MAT DATE
10	X	X	X	X	X		

YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

14

15

16 AGENT: MCCARTHY TETRAULT LLP (K. HYNNE)

17 ADDRESS : 5300-TORONTO DOMINION BANK TOWER

CITY : TORONTO PROV: ON POSTAL CODE: M5K 1E6

LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



Ontario Search Results
ID 2132054
Search Type [BD] Business Debtor

Liens : 1 Pages : 1

Searched : 28NOV2022 05:53 PM
Printed : 28NOV2022 06:01 PM

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/28/2022
 CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 17:53:11
 ACCOUNT : 009233-0001 FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 1
 FILE CURRENCY : 27NOV 2022
 SEARCH : BD : AITHRA PROJECTS INC.

00 FILE NUMBER : 767118267 EXPIRY DATE : 27OCT 2025 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20201027 1534 1793 0211 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: AITHRA PROJECTS INC.

OCN :
 04 ADDRESS : BUILDING #1000, 10213 TOWNSHIP ROAD 284A
 CITY : CROSSFIELD PROV: AB POSTAL CODE: T0M0S0
 05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 ATB FINANCIAL

09 ADDRESS : SUITE 600, 585 - 8 AVENUE SW
 CITY : CALGARY PROV: AB POSTAL CODE: T2P1G1
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.

11
 12
 GENERAL COLLATERAL DESCRIPTION

13
 14
 15
 16 AGENT: ELDOR-WAL REGISTRATIONS LTD.

17 ADDRESS : 1200, 10123 99 ST NW
 CITY : EDMONTON PROV: AB POSTAL CODE: T5J3H1

END OF REPORT

Liens : 1 Pages : 1

Searched : 20MAR2023 08:19 AM
Printed : 20MAR2023 08:19 AM

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 03/20/2023
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 08:19:15
ACCOUNT : 009233-0001 FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 1
FILE CURRENCY : 19MAR 2023
SEARCH : BD : NOMODIC MODULAR STRUCTURES (ONTARIO) LTD.

00 FILE NUMBER : 791578134 EXPIRY DATE : 20MAR 2033 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20230320 0813 1793 2756 REG TYP: P PPSA REG PERIOD: 10
02 IND DOB : IND NAME:
03 BUS NAME: NOMODIC MODULAR STRUCTURES (ONTARIO) LTD.

04 ADDRESS : SUITE 103, 11929 - 401 STREET SW OCN :
CITY : CALGARY PROV: AB POSTAL CODE: T2Z4M8
05 IND DOB : IND NAME:
06 BUS NAME:

07 ADDRESS : OCN :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ATB FINANCIAL

09 ADDRESS : 1200 - 33 HERITAGE MEADOWS WAY SE
CITY : CALGARY PROV: AB POSTAL CODE: T2H3B8
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X X
YEAR MAKE MODEL V.I.N.

11
12
GENERAL COLLATERAL DESCRIPTION
13 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

14
15
16 AGENT: ELDOR-WAL REGISTRATIONS LTD.
17 ADDRESS : 1200, 10123 99 ST NW
CITY : EDMONTON PROV: AB POSTAL CODE: T5J3H1

END OF REPORT

This is Exhibit "N" referred to in the Affidavit of Muhammad Ashraf
sworn before me this 6th day of October, 2023.

A handwritten signature in blue ink, appearing to be 'P. Kyriakakis', written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

Pantelis Kyriakakis
Barrister and Solicitor

ATBatb.com 

June 14, 2023

Via Email (kevin.r@nomodic.com) and Personal Delivery

Nomodic Modular Structures Inc.
Suite 103, 11929 - 401 Street SE
Calgary, AB T2Z 4M8

Attention: Kevin Read, Chief Executive Officer

Re: Amended and Restated Commitment Letter, dated as of March 17, 2023, between Nomodic Modular Structures Inc. (the “Borrower”), as borrower, ATB Financial (the “Lender”), as lender, and Aithra Projects Inc. and Nomodic Modular Structures (Ontario) Ltd. (collectively, the “Guarantors”, the Guarantors and the Borrower are collectively referred to as, the “Loan Parties”), as guarantors, as amended, supplemented, or restated, from time to time (collectively, the “Commitment Letter”)

NOTICE OF DEFAULT AND RESERVATION OF RIGHTS

We refer to the Commitment Letter. All capitalized terms used herein and not otherwise defined shall have the same meaning(s) as are ascribed to such terms in the Commitment Letter.

Pursuant to Section 7(n) of the Commitment Letter, the Loan Parties provided a covenant that the Borrower will, on or before April 15, 2023, raise and obtain, in cash, a further Cdn.\$500,000 equity injection, on terms and conditions acceptable to the Lender, to be immediately used and applied as a repayment to Facility #1 (the “**Equity Injection**”).

To date, the Borrower has obtained and applied equity injections of: (i) Cdn.\$255,000, on April 19, 2023 and (ii) Cdn.\$50,000, on June 7, 2023. The balance of the Equity Injection, as contemplated by Section 7(n) of the Commitment Letter, remains outstanding. As a result, the Borrower has defaulted in the observance and performance of the Borrower’s covenants under Section 7(n) of the Commitment Letter. Such default will constitute an Event of Default, as contemplated under section 18 of the Commitment Letter, unless remedied within three (3) Business Days after receipt of notice. Accordingly, the Lender hereby provides notice that the Borrower has breached Section 7(n) of the Commitment Letter (the “**Current Default**”).

The Lender expressly reserves its right to declare any and all additional defaults or breaches that may occur or may be occurring, whether currently known or unknown. Nothing in this letter nor any ongoing discussions or negotiations between the Lender, on the one hand, and any or all of the Loan Parties, on the other hand, nor any delay on the part of the Lender in exercising any of its rights or remedies under the Commitment Letter, the Security Documents, the Additional Security Documents, or any other Loan Documents, together with all security held by the Lender from any of the Loan Parties, securing the payment and performance of such parties’ indebtedness and obligations to the Lender or under any Applicable Law, shall directly or indirectly: (i) create any obligation of the Lender to forbear from taking any enforcement action or to make any further extensions of credit; (ii) constitute a consent to or waiver of the Current Default, in whole or in part, or any past, present, or future default, Event of Default, or other violation of any provisions of the Commitment Letter, the Security Documents, the Additional Security Documents, or any other Loan Documents; (iii) amend, modify, or operate as a waiver of any provision of the Commitment

- 2 -

Letter, the Security Documents, the Additional Security Documents, or any other Loan Documents, or any right, power, privilege, or remedy of the Lender thereunder or under any Applicable Law; (iv) constitute an agreement to forbear, in any way, or to restructure any of all Indebtedness, Borrowings, or obligations of any of the Loan Parties, to the Lender, and any obligations arising under the Commitment Letter, the Security Documents, the Additional Security Documents, or any other Loan Documents; or, (v) constitute a course of dealing or other basis for altering any rights, obligations, or remedies of the Lender, the Indebtedness, Borrowings, or any obligations of the Loan Parties, under the Commitment Letter, the Security Documents, the Additional Security Documents, or any other Loan Documents.


No oral representations or course of dealing on the part of the Lender or any of its respective officers, employees, agents or solicitors, and no failure or delay by the Lender with respect to the exercise of any right, power, privilege, or remedy under any of the Commitment Letter, the Security Documents, the Additional Security Documents, or any other Loan Documents, or any other agreements, documents, or instruments between the Lender and any or all of the Loan Parties, or under any Applicable Laws, shall operate as a waiver thereof, and the single or partial exercise of any such right, power, privilege, or remedy shall not preclude any later exercise of any other right, power, privilege, or remedy, of or by the Lender, in any manner or method whatsoever.

This letter confirms that the Lender has not waived the Current Default and expressly reserves all of its rights, powers, privileges, and remedies under the Commitment Letter, the Security Documents, the Additional Security Documents, and any other Loan Documents, together with all security held by the Lender from any of the Loan Parties securing the payment of any Indebtedness owed to the Lender and the performance of all of the Loan Parties' obligations to the Lender, or under any applicable laws.

Regards,

ATB FINANCIAL

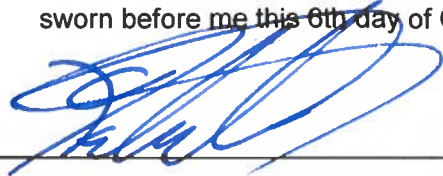
By:  _____
 007FE5AB440143C...
 Muhammad A. Ashraf
 Director, Risk Advisory & Management

By:  _____
 3F8C165F51C5441...
 Jeff Govett
 Senior manager, Commercial Risk Advisory & Management Group

c: **Aithra Projects Inc.**
 Attention: Kevin Read, Chief Executive Officer

Nomadic Modular Structures (Ontario) Ltd.
 Attention: Kevin Read, Chief Executive Officer

This is Exhibit "O" referred to in the Affidavit of Muhammad Ashraf
sworn before me this 6th day of October, 2023.

A handwritten signature in blue ink, appearing to be 'P. Kyriakakis', written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

Pantelis Kyriakakis
Barrister and Solicitor



July 4, 2023

Via Email (kevin.r@nomodic.com) and Registered Mail

Nomodic Modular Structures Inc.
Suite 103, 11929 – 401 Street SE
Calgary, AB T2Z 4M8

Attention: Kevin Read, Chief Executive Officer

Dear Sir:

Re: Amended and Restated Commitment Letter, dated as of March 17, 2023, between Nomodic Modular Structures Inc. (the “Borrower”), as borrower, ATB Financial (the “Lender”), as lender, and Aithra Projects Inc. and Nomodic Modular Structures (Ontario) Ltd. (collectively, the “Guarantors”, the Guarantors and the Borrower are collectively referred to as, the “Loan Parties”), as guarantors, as amended, supplemented, or restated, from time to time (collectively, the “Commitment Letter”)

NOTICE OF DEFAULT / RESERVATION OF RIGHTS

We refer to the Commitment Letter. Reference is also made to the Notice of Default and Reservation of Rights Letter, dated June 14, 2023 (the “**Initial Default Notice**”). Capitalized terms used herein and not otherwise defined shall have the same meaning as are ascribed to such terms in the Commitment Letter or the Initial Default Notice, as applicable.

As set out in the Initial Default Notice, the Borrower committed the Current Default, which has not been remedied and is continuing. The Lender has not waived the Current Default.

Pursuant to Section 10(b) of the Commitment Letter, the Loan Parties would not, at any time, without the prior consent of the Lender, permit the Borrower’s pro forma EBITDA to fall below:

- i) Cdn.\$855,000 for the trailing 4 months ending May 31, 2023;
- ii) Cdn.\$1,015,000 for the trailing 5 months ending June 30, 2023;
- iii) Cdn.\$1,161,000 for the trailing 6 months ending July 31, 2023;
- iv) Cdn.\$1,462,000 for the trailing 7 months ending August 31, 2023;
- v) Cdn.\$1,584,000 for the trailing 8 months ending September 30, 2023;
- vi) Cdn.\$1,723,000 for the trailing 9 months ending October 31, 2023;
- vii) Cdn.\$1,968,000 for the trailing 10 months ending November 30, 2023; and,
- viii) Cdn.\$1,935,000 for the trailing 11 months ending December 31, 2023

(collectively, the “**EBITDA Financial Covenants**”).

- 2 -

In accordance with the Borrower's reporting and Compliance Certificates, the Borrower's actual EBITDA for the trailing 4 months ending May 31, 2023, was (Cdn.\$166). As a result, the Loan Parties have failed to ensure that the Borrower's monthly EBITDA does not fall below the minimum requirement of Cdn.\$855,000 for the trailing 4 months ending May 2023 (the "**EBITDA Default**", the EBITDA Default and the Current Default (as defined in the Initial Default Notice) are collectively referred to as, the "**Default Events**").


The Lender continues to monitor the Loan Parties' current default situation carefully and will decide, on a day-to-day basis, whether or not to exercise any rights or remedies. The Lender expressly reserves its right to declare any and all additional defaults or breaches that may occur or may be occurring, whether currently known or unknown. Nothing in this letter nor any ongoing discussions or negotiations between the Lender, on the one hand, and any or all of the Loan Parties, on the other hand, nor any delay on the part of the Lender in exercising any of its rights or remedies under the Commitment Letter, the Security Documents, the Additional Security Documents, or any other Loan Documents, together with all security held by the Lender from any of the Loan Parties, securing the payment and performance of such parties' indebtedness and obligations to the Lender or under any Applicable Law, shall directly or indirectly: (i) create any obligation of the Lender to forbear from taking any enforcement action or to make any further extensions of credit; (ii) constitute a consent to or waiver of the Default Events, in whole or in part, or any past, present, or future default, Event of Default, Default Events, the ongoing and continuing default of existing Default Events (including, among others, ongoing and future EBITDA Defaults and other Events of Default and defaults under Section 10(b) of the Commitment Letter), or other violation of any provisions of the Commitment Letter, the Security Documents, the Additional Security Documents, or any other Loan Documents; (iii) amend, modify, or operate as a waiver of any provision of the Commitment Letter, the Security Documents, the Additional Security Documents, or any other Loan Documents, or any right, power, privilege, or remedy of the Lender thereunder or under any Applicable Law; (iv) constitute an agreement to forbear, in any way, or to restructure any of all Indebtedness, Borrowings, or obligations of any of the Loan Parties, to the Lender, and any obligations arising under the Commitment Letter, the Security Documents, the Additional Security Documents, or any other Loan Documents; or, (v) constitute a course of dealing or other basis for altering any rights, obligations, or remedies of the Lender, the Indebtedness, Borrowings, or any obligations of the Loan Parties, under the Commitment Letter, the Security Documents, the Additional Security Documents, or any other Loan Documents.

The Lender may exercise its rights, powers, privileges, and remedies, or declare additional defaults or events of default that may occur or may be occurring, whether such defaults are known or unknown, at this time and from time to time. No oral representations or course of dealing on the part of the Lender or any of its respective officers, employees, agents, or solicitors, and no failure or delay by the Lender with respect to the exercise of any right, power, privilege, or remedy under any of the Commitment Letter, the Security Documents, the Additional Security Documents, any other Loan Documents, and any other agreements, documents, guarantees, or instruments between the Lender and any or all of the Loan Parties, together with all security held by the Lender from any of the Loan Parties securing the payment of all Indebtedness and obligations of any or all of the Loan Parties to the Lender and the performance of any or all of the Loan Parties' obligations to the Lender, or under any applicable laws, shall operate as a waiver thereof, and the single or partial exercise of any such right, power, privilege, or remedy shall not preclude any later exercise of any other right, power, privilege, or remedy, of or by the Lender, in any manner or method whatsoever.

This letter confirms that the Lender has not waived the Default Events and expressly reserves all of its rights, powers, privileges, and remedies under the Commitment Letter, the Security Documents, the Additional Security Documents, and any other Loan Documents, together with all security held by the Lender from any of the Loan Parties securing the payment of any Indebtedness owed to the Lender and the performance of all of the Loan Parties' obligations to the Lender, or under any applicable laws.

Yours truly,

ATB FINANCIAL

DocuSigned by:

Per: _____
007FF5AB449143C
Name: Muhammad A. Ashraf
Title: Director, Risk Advisory & Management

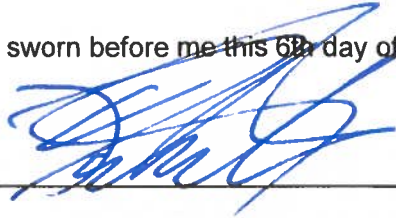
DocuSigned by:

Per: _____
3F9C165F51C5441...
Name: Jeff Govett
Title: Senior Manager, Commercial Risk Advisory & Management Group

cc: Aithra Projects Inc.
Attention: Kevin Read, Chief Executive Officer

Nomodic Modular Structures (Ontario) Ltd.
Attention: Kevin Read, Chief Executive Officer

This is Exhibit "P" referred to in the Affidavit of Muhammad Ashraf
sworn before me this 6~~th~~ day of October, 2023.

A handwritten signature in blue ink, appearing to be 'P. Kyriakakis', written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

Pantelis Kyriakakis
Barrister and Solicitor

 ATBatb.com 

Phone: 403-663-3177

Fax: 403-974-5191

September 22, 2023

Via Email (kevin.r@nomodic.com & byron.lambert@nomodic.com)

Nomodic Modular Structures Inc.
Suite 103, 11929 - 40th Street SE
Calgary, AB T2Z 4M8

Attention: Kevin Read, Chief Executive Officer, and Byron Lambert, Chief Financial Officer

Dear Sirs:

Re: Secured credit facility granted by ATB Financial (the “Lender”) to Nomodic Modular Structures Inc. (the “Borrower”)**NOTICE OF TERMINATION OF SECURED CREDIT FACILITY / RESERVATION OF RIGHTS**

We refer to the Amended and Restated Commitment Letter, dated March 17, 2023, between the Borrower, as borrower, and the Lender, as lender, and Aithra Projects Inc. and Nomodic Modular Structures (Ontario) Ltd. (collectively, the “**Guarantors**”, the Guarantors and the Borrower are collectively referred to as, the “**Loan Parties**”), as guarantors, as amended pursuant to a First Commitment Letter Amending Agreement, dated as of July 28, 2023 (the “**First Amending Agreement**”), as subsequently amended, supplemented, or restated, from time to time (collectively, as so amended, the “**Commitment Letter**”) and the secured operating loan facility provided thereunder (the “**Credit Facility**”).

Reference is also made to the Notices of Default & Reservation of Rights Letters, dated June 14, 2023 (the “**Initial Default Notice**”) and July 4, 2023 (the “**Second Reservation of Rights Letter**”, the Second Reservation of Rights Letter and the Initial Default Notice are collectively referred to as, the “**Default Notices & Reservation of Rights Letters**”). Capitalized terms used herein and not otherwise defined shall have the same meaning as are ascribed to such terms in the Default Notices & Reservation of Rights Letters.

As you are aware, the Borrower has committed the Default Events, which have not been remedied and are continuing. The Lender has not waived the Default Events. Furthermore, on September 21, 2023, the Borrower provided the Lender with a calculation of the Borrowing Base (as defined in the Commitment Letter) for the period ending August 31, 2023 in the amount of \$1,708,189 Canadian Dollars, which exceeds the Borrower’s current utilization of the Credit Facility.

Pursuant to Section 3(a) of the Commitment Letter, the Credit Facility is payable, in full, upon demand by the Lender. The Lender may terminate the availability of the Credit Facility (including any undrawn portion) at the Lender’s sole discretion and at any time and without any notice, whatsoever.

Pursuant to Section 4.1(j) of the First Amending Agreement, the Lender shall, at all times, be authorized and entitled to apply all funds currently on deposit with the Lender, by or in the name of any or all of the Loan Parties, as an indefeasible and irrevocable repayment of the Indebtedness, as allocated by the Lender, in its sole discretion.

We hereby provide notice that:

- (i) all availability under the Commitment Letter and the Credit Facility is terminated, effective immediately. No further availability exists under the Commitment Letter or the Credit Facility and to the extent any availability under the Commitment Letter or the Credit Facility remains or becomes available, all such availability is indefeasibly terminated; and,
- (ii) the Lender has exercised its rights under Section 4.1(j) of the First Amending Agreement and has applied all funds currently on deposit in the Borrower's Canadian Dollar and United States Dollar accounts with the Lender, as an indefeasible and irrevocable repayment of the Indebtedness.

The Lender expressly reserves its right to declare any and all additional defaults or breaches that may occur or may be occurring, whether currently known or unknown. Nothing in this letter nor any ongoing discussions or negotiations between the Lender, on the one hand, and any or all of the Loan Parties, on the other hand, nor any delay on the part of the Lender in exercising any of its rights or remedies under the Commitment Letter, the Security Documents, the Additional Security Documents, or any other Loan Documents, together with all security held by the Lender from any of the Loan Parties, securing the payment and performance of such parties' indebtedness and obligations to the Lender or under any Applicable Law, shall directly or indirectly: (i) create any obligation of the Lender to forbear from taking any enforcement action or to make any further extensions of credit; (ii) constitute a consent to or waiver of the Default Events, in whole or in part, or any past, present, or future default, Event of Default, Default Events, the ongoing and continuing default of existing Default Events (including, among others, ongoing and future EBITDA Defaults and other Events of Default and defaults under Section 10(b) of the Commitment Letter), or other violation of any provisions of the Commitment Letter, the Security Documents, the Additional Security Documents, or any other Loan Documents; (iii) amend, modify, or operate as a waiver of any provision of the Commitment Letter, the Security Documents, the Additional Security Documents, or any other Loan Documents, or any right, power, privilege, or remedy of the Lender thereunder or under any Applicable Law; (iv) constitute an agreement to forbear, in any way, or to restructure any of all Indebtedness, Borrowings, or obligations of any of the Loan Parties, to the Lender, and any obligations arising under the Commitment Letter, the Security Documents, the Additional Security Documents, or any other Loan Documents; or, (v) constitute a course of dealing or other basis for altering any rights, obligations, or remedies of the Lender, the Indebtedness, Borrowings, or any obligations of the Loan Parties, under the Commitment Letter, the Security Documents, the Additional Security Documents, or any other Loan Documents.


The Lender may exercise its rights, powers, privileges, and remedies, or declare additional defaults or events of default that may occur or may be occurring, whether such defaults are known or unknown, at this time and from time to time. No oral representations or course of dealing on the part of the Lender or any of its respective officers, employees, agents, or solicitors, and no failure or delay by the Lender with respect to the exercise of any right, power, privilege, or remedy under any of the Commitment Letter, the Security Documents, the Additional Security Documents, any other Loan Documents, and any other agreements, documents, guarantees, or instruments between the Lender and any or all of the Loan Parties, together with all security held by the Lender from any of the Loan Parties securing the payment of all Indebtedness and obligations of any or all of the Loan Parties to the Lender and the performance of any or all of the Loan Parties' obligations to the Lender, or under any applicable laws, shall operate as a waiver thereof, and the single or partial exercise of any such right, power, privilege, or remedy shall not preclude any later exercise of any other right, power, privilege, or remedy, of or by the Lender, in any manner or method whatsoever.


This letter confirms that the Lender has not waived the Default Events and expressly reserves all of its rights, powers, privileges, and remedies under the Commitment Letter, the Security Documents, the

Additional Security Documents, and any other Loan Documents, together with all security held by the Lender from any of the Loan Parties securing the payment of any Indebtedness owed to the Lender and the performance of all of the Loan Parties' obligations to the Lender, or under any applicable laws.

Yours truly,

ATB FINANCIAL

Per:  _____
DocuSigned by:
007FE5AB448143C...
 Name: **Munir Asim**
 Title: **Director Risk Advisory & Management**

Per:  _____
DocuSigned by:
3F6C165F51C5441...
 Name: **Jeff Covey**
 Title: **Senior Manager, Commercial Risk Advisory & Management**

c: **McCarthy Tétrault LLP**
 Attention: Pantelis Kyriakakis & Nathan Stewart, counsel to the Lender

c: **Aithra Projects Inc. - via email (kevin.r@nomodic.com)**
 600 – 815 8 Ave SW
 Calgary , AB T2P 3P2

Nomodic Modular Structures (Ontario) Ltd. - via email (kevin.r@nomodic.com)
 Suite 103, 11929 – 401 Street SW
 Calgary, AB T2Z 4M8

Certificate Of Completion

Envelope Id: 0F21AE9129A4454DAD317736F7E1373B	Status: Completed
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Box File Number:	
Save To:	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Jeff Govett
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	2100-10020 100 St NW
	Edmonton, AB T5J 0N3
	JGovett@atb.com
	IP Address: 163.116.141.117

Record Tracking

Status: Original	Holder: Jeff Govett	Location: DocuSign
9/22/2023 4:47:05 PM	JGovett@atb.com	

Signer Events

Jeff Govett
jgovett@atb.com
Senior Manager

ATB Financial – Corporate Services
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Muhammad Ashraf
MAshraf@atb.com
Director, Risk Advisory & Management

ATB Financial – Corporate Services
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 163.116.141.117

DocuSigned by:

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Signature Adoption: Uploaded Signature Image
Using IP Address: 207.228.78.81
Signed using mobile

Timestamp

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Signed: 9/22/2023 4:48:29 PM

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Viewed: 9/22/2023 4:51:14 PM
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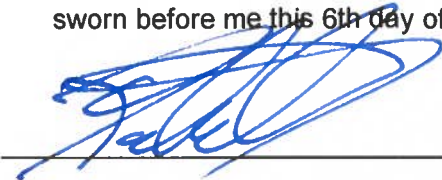
In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	9/22/2023 4:48:08 PM
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	9/22/2023 4:51:22 PM
Completed	Security Checked	9/22/2023 4:51:22 PM

Payment Events	Status	Timestamps
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This is Exhibit "Q" referred to in the Affidavit of Muhammad Ashraf
sworn before me this 6th day of October, 2023.



A Commissioner for Oaths in and for the Province of Alberta

Pantelis Kyriakakis
Barrister and Solicitor

McCarthy Tétrault LLP
Suite 4000
421-7th Avenue S.W.
Calgary AB T2P 4K9
Canada
Tel: 403-260-3500
Fax: 403-260-3501



Pantelis Kyriakakis
Partner
Direct Line: (403) 260-3536
Email: pkyriakakis@mccarthy.ca

Assistant: *Katie Hynne*
Direct Line: (403) 260-3560
Email: khynne@mccarthy.ca

September 25, 2023

Via Courier, Regular Mail & Email (kevin.r@nomodic.com / byron.lambert@nomodic.com / mdoerksen@blg.com)

Nomodic Modular Structures Inc.
Suite 103, 11929 - 40th Street SE
Calgary, AB T2Z 4M8

**Attention: Kevin Read, Chief Executive Officer
Byron Lambert, Chief Financial Officer
Maria Doerksen, Borden Ladner Gervais LLP, counsel to the Borrower**

Dear Sirs and Madam:

Re: Secured credit facilities granted by ATB Financial (the “Lender”) to Nomodic Modular Structures Inc. (the “Borrower”)

DEMAND AND NOTICE OF INTENTION TO ENFORCE SECURITY

We are counsel to the Lender in connection with the secured credit facilities (collectively, the “**Credit Facilities**”) granted by the Lender, to the Borrower, pursuant to the Amended and Restated Commitment Letter, dated March 17, 2023, between the Borrower, as borrower, and the Lender, as lender, and Aithra Projects Inc. and Nomodic Modular Structures (Ontario) Ltd. (collectively, the “**Guarantors**”), as guarantors, as amended pursuant to a First Commitment Letter Amending Agreement, dated as of July 28, 2023 (the “**First Amending Agreement**”), as subsequently amended, supplemented, or restated, from time to time (collectively, the “**Commitment Letter**”).

Reference is made to the Notices of Default & Reservation of Rights Letters, dated June 14, 2023 (the “**Initial Default Notice**”) and July 4, 2023 (the “**Second Reservation of Rights Letter**”, the Second Reservation of Rights Letter and the Initial Default Notice are collectively referred to as, the “**Default Notices & Reservation of Rights Letters**”) and the Notice of Termination of Secured Credit Facility, dated September 22, 2023 (the “**Termination Notice**”). All capitalized terms used herein and not otherwise defined shall have the same meaning as are ascribed to such terms in the Default Notices & Reservation of Rights Letters.

Furthermore, reference is also made to the following security agreements:

1. General Security Agreement (Non-Consumer), dated May 6, 2013, as granted by the Borrower, to and in favour of the Lender;

2. General Security Agreement, dated March 29, 2017, as granted by the Borrower, to and in favour of Lender; and,
3. Security Agreement, dated March 17, 2023, as granted by the Borrower, to and in favour of the Lender,

(collectively, the “**Borrower Security**”).

As of September 25, 2023, the Borrower is indebted to the Lender, pursuant to the Commitment Letter and the Credit Facilities, in the following amounts:

Facility #1 – Revolving Operating Loan Facility	
Outstanding Principal	\$3,707,521.61
Outstanding Interest	\$27,109.88
Total Facility #1 Indebtedness	\$3,734,631.49
Letter of Credit 760-43251854600	
Outstanding Balance	\$521,149.57
MasterCard	
Outstanding Balance	\$80,792.60
TOTAL INDEBTEDNESS	\$4,336,573.66

(collectively, the “**Indebtedness**”).

The Indebtedness continues to accrue interest, with respect to Facility #1, at an approximate *per diem* rate of \$1,208.07, plus interest with respect to the Corporate MasterCard, according to the terms of the Corporate MasterCard agreement.

As set out in the Default Notices & Reservation of Rights Letters and the Termination Notice, the Borrower committed the Default Events. In accordance with the First Amending Agreement, the Default Events were admitted to by the Borrower and have not been waived by the Lender. In addition to the Default Events, as referred to in the Termination Notice, the Borrower committed further and additional defaults, including that, as at September 21, 2023, the Borrower’s then reported Borrowing Base was \$1,708,189 and according to the terms of the Commitment Letter, the Borrower exceeded the available Borrowing Base (the “**Further Default**”, the Further Default and the Default Events are collectively referred to as, the “**Known Defaults**”).

Further to the above and in accordance with the demand nature of the Credit Facilities, we hereby, on behalf of the Lender, demand repayment of all Indebtedness plus any and all interest, standby fees, costs, and expenses, including, but not limited to, all legal costs and expenses (on a solicitor and their own client, full indemnity basis), which continue to accrue in accordance with the terms and conditions of the Commitment Letter and the Borrower Security. Please contact us on the date repayment is to be made and we shall provide the then outstanding balance, inclusive of professional fees and costs.

Pursuant to the Commitment Letter, the Lender may terminate the availability of the Credit Facilities at any time. Further to the Termination Notice, all availability under the Commitment Letter and the Credit Facilities has been and remains terminated.

Additionally, reference is also made to the following:

1. Unlimited Continuing Collateralized Guarantee, dated December 16, 2020, as granted by Aithra Projects Inc., to and in favour of the Lender; and,
2. Unlimited Continuing Collateralized Guarantee, dated March 17, 2023, as granted by Nomodic Modular Structures (Ontario) Ltd., to and in favour of the Lender,

(collectively, the “**Guarantees**”).

By way of a copy of this letter to the Guarantors, the Lender hereby demands that the Guarantors perform their obligations, as set out under the Guarantees, within the time stipulated for repayment, by the Borrower, as set out herein.

As it pertains to the Guarantors, reference is also made to the following:

1. General Security Agreement, dated December 16, 2020, granted by Aithra Projects Inc., to and in favour of the Lender; and,
2. General Security Agreement, dated March 17, 2023, granted by Nomodic Modular Structures (Ontario) Ltd., to and in favour of the Lender,

(collectively, the “**Guarantor Security**”).

If full payment of the Indebtedness, as set forth above, is not made within ten (10) days from the date hereof, the Lender will take whatever steps it deems necessary or appropriate to secure payment of all amounts outstanding. To this end, we enclose for service upon each of the Borrower and the Guarantors, Notices of Intention to Enforce Security, in accordance with Section 244(1) of the *Bankruptcy and Insolvency Act* (the “**BIA**”).

Pursuant to subsections 4.1(k) and 4.1(l) of the First Amending Agreement, the Borrower and the Guarantors, jointly and severally: (a) acknowledged and agreed that the Lender is in possession of: (i) a Consent Receivership Order, in respect of the Borrower and the Guarantors; and, (ii) a Consent Bankruptcy Order, in respect of the Borrower and the Guarantors (collectively, the “**Consent Orders**”); and, (b) covenanted and agreed that the Lender may apply for entry of the Consent Orders following a demand and acceleration of the Indebtedness. We hereby provide notice, on behalf of the Lender, that the Lender may apply, at any time, in its sole discretion, for entry of the Consent Orders.

The Lender expressly reserves all of its rights and remedies against the Borrower and the Guarantors, including, but not limited to, those in connection with any further amounts that may become due and owing to the Lender and the Lender’s right to make an immediate application to the Court of King’s Bench, prior to the expiration of the prescribed notice period, should the Lender determine that the collateral subject to the Commitment Letter, the Borrower Security, the Guarantor Security, or the Guarantees, is in jeopardy. This notice is without prejudice to any and all rights, powers, privileges, and remedies of the Lender under the Commitment Letter, the Borrower Security, the Guarantor Security, the Guarantees, the Demand and Notice of Intention to Enforce Security, dated February 14, 2022, and the Notices of Intention to Enforce Security, in accordance with Section 244(1) of the BIA, as enclosed therein, and any and all other agreements, instruments, or documents entered into in connection thereto, or any applicable laws, including with respect to any defaults committed by the Borrower or the Guarantors, or any

additional defaults that are or may be committed by the Borrower or the Guarantors, all of which rights, powers, privileges, and remedies are expressly reserved, and nothing herein shall act as a waiver thereof.

Yours truly,

McCarthy Tétrault LLP



Pantelis Kyriakakis

cc: Client

Aithra Projects Inc.
600 – 815 8 Ave SW
Calgary , AB T2P 3P2

Nomadic Modular Structures (Ontario) Ltd.
Suite 103, 11929 – 401 Street SW
Calgary, AB T2Z 4M8

FORM 86
Notice of Intention to Enforce Security
(Rule 124)

TO: Nomodic Modular Structures Inc. (the “Debtor”), an insolvent person

TAKE NOTICE THAT:

1. ATB Financial (“ATB”), a secured creditor, intends to enforce its security on the Debtor’s property, being all of the Debtor’s present and after acquired personal and real property, assets, and undertakings.
2. The security that is to be enforced is in the form of, *inter alia*:
 - (a) General Security Agreement (Non-Consumer), dated May 6, 2013, as granted by the Debtor, to and in favour of ATB;
 - (b) General Security Agreement, dated March 29, 2017, as granted by the Debtor, to and in favour of ATB; and,
 - (c) Security Agreement, dated March 17, 2023, as granted by the Debtor, to and in favour of ATB,(collectively, the “Security”).
3. The total amount of indebtedness secured by the Security, as of September 25, 2023, is \$4,336,573.66 plus any and all accruing interest, costs, expenses, and fees, including, without limitation, solicitor and its own client costs, on a full indemnity basis.
4. ATB will not have the right to enforce the Security until the expiry of the 10-day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Calgary, Alberta, this 25th day of September, 2023.

ATB FINANCIAL
by its duly authorized solicitors and agents
McCarthy Tétrault LLP

Per:



Pantelis Kyriakakis

FORM 86
Notice of Intention to Enforce Security
(Rule 124)

TO: Aithra Projects Inc. (the “Debtor”), an insolvent person

TAKE NOTICE THAT:

1. ATB Financial (“ATB”), a secured creditor, intends to enforce its security on the Debtor’s property, being all of the Debtor’s present and after acquired personal and real property, assets, and undertakings.
2. The security that is to be enforced is in the form of, *inter alia*, a General Security Agreement, dated December 16, 2020 (the “Security”), as granted by the Debtor, to and in favour of ATB.
3. The total amount of indebtedness secured by the Security, as of September 25, 2023, is \$4,336,573.66 plus any and all accruing interest, costs, expenses, and fees, including, without limitation, solicitor and its own client costs, on a full indemnity basis.
4. ATB will not have the right to enforce the Security until the expiry of the 10-day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Calgary, Alberta, this 25th day of September, 2023.

ATB FINANCIAL
by its duly authorized solicitors and agents
McCarthy Tétrault LLP

Per: 

Pantelis Kyriakakis

FORM 86
Notice of Intention to Enforce Security
(Rule 124)

TO: Nomodic Modular Structures (Ontario) Ltd. (the “Debtor”), an insolvent person

TAKE NOTICE THAT:

1. ATB Financial (“ATB”), a secured creditor, intends to enforce its security on the Debtor’s property, being all of the Debtor’s present and after acquired personal and real property, assets, and undertakings.
2. The security that is to be enforced is in the form of, *inter alia*, a General Security Agreement, dated March 7, 2023 (the “Security”), as granted by the Debtor, to and in favour of ATB.
3. The total amount of indebtedness secured by the Security, as of September 25, 2023, is \$4,336,573.66 plus any and all accruing interest, costs, expenses, and fees, including, without limitation, solicitor and its own client costs, on a full indemnity basis.
4. ATB will not have the right to enforce the Security until the expiry of the 10-day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

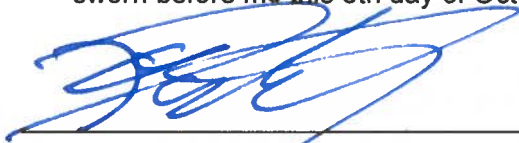
DATED at Calgary, Alberta, this 25th day of September, 2023.

ATB FINANCIAL
by its duly authorized solicitors and agents
McCarthy Tétrault LLP

Per: 

Pantelis Kyriakakis

This is Exhibit "R" referred to in the Affidavit of Muhammad Ashraf
sworn before me this 6th day of October, 2023.



A Commissioner for Oaths in and for the Province of Alberta

Hynne, Katie

From: Kyriakakis, Pantelis
Sent: Thursday, October 05, 2023 9:59 PM
To: Stewart, Nathan; Hynne, Katie
Subject: FW: [EXT] Nomodic

**Pantelis Kyriakakis**

Partner | Associé
Bankruptcy and Restructuring | Faillite et restructuration
T: 403-260-3536
C: 403-479-5484
E: pkiriakakis@mccarthy.ca

McCarthy Tétrault LLP

Suite 4000
421 - 7th Avenue SW
Calgary AB T2P 4K9

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From: Barr, Kevin <KBarr@blg.com>
Sent: Sunday, October 01, 2023 6:10 PM
To: Kyriakakis, Pantelis <pkiriakakis@mccarthy.ca>
Cc: Woodhead, Bill <BWoodhead@blg.com>; Kevin Read <kevin.r@nomodic.com>; Byron Lambert <byron.lambert@nomodic.com>
Subject: [EXT] Nomodic

Pantelis,

I am writing further to our telephone conversation.

Nomodic does not see a path forward and will be advising all employees (with the exception of a few) not to come to work tomorrow as the company will cease to carry on business.

All of the directors have resigned with the exception of the CEO Kevin Read (copied with this email).

Kevin and Byron Lambert (the CFO) are prepared to stay on for a short period of time in order to address payments to CRA, collecting receivables, dealing with employee issues and arranging for the securing of sites. Owners of projects and sub-trades will also need to be notified. Kevin and Byron have identified a few other key employees that they will need for at least a few days.

In terms of securing sites, Nomodic wants to ensure that no hazardous conditions are left. The company will need to keep a couple of people in place to undertake that work.

Nomodic has the added challenge that ATB has been sweeping cash and has locked credit cards. In order to arrange flights, we will need credit cards to be unlocked and covered by ATB. Nomodic also estimates that it will need \$150,000 to cover wages and hard costs to secure sites. This is a rough estimate. We will need a commitment from ATB before this work will be undertaken.

From our discussion, I understand that tomorrow is a bank holiday and that there is no one in the "back room" to turn the taps back on in terms of credit. My hope is that you can secure instructions tonight/tomorrow.

Finally, prior to the Board resigning, I did secure instructions to send you a signed Consent Bankruptcy Order and a signed Consent Receivership Order. Please let me know if you would like them. As we discussed, given the nature of the company and its current financial condition, ATB may not want to proceed with a court process.

My apologies for interrupting your weekend. You have been good to deal with over the last couple of days and I look forward to working cooperatively moving forward.

Kevin

PS - given that we are dealing in Real Time at this point, please don't hesitate to copy Kevin Read and Byron Lambert with emails to me.

Kevin Barr

Partner

T [403.232.9786](tel:403.232.9786) | KBarr@blg.com

Centennial Place, East Tower, 1900, 520 – 3rd Ave. SW, Calgary, AB, Canada T2P 0R3

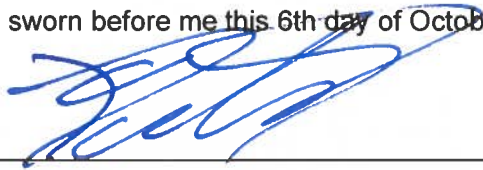
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This is Exhibit "S" referred to in the Affidavit of Muhammad Ashraf
sworn before me this 6th day of October, 2023.

A handwritten signature in blue ink, appearing to be 'P. Kyriakakis', written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

Pantelis Kyriakakis
Barrister and Solicitor

Hynne, Katie

From: Muhammad Ashraf <mashraf@atb.com>
Sent: Friday, October 06, 2023 9:27 AM
To: Stewart, Nathan; Kyriakakis, Pantelis; Hynne, Katie
Cc: Corbett, Alexandre (Alex); Jeff Govett
Subject: [EXT] Fwd: Nomodic Cheque Deposit

For your records please..

----- Forwarded message -----

From: **Muhammad Ashraf** <mashraf@atb.com>
Date: Fri, Oct 6, 2023 at 9:11 AM
Subject: Nomodic Cheque Deposit
To: Kevin Read <kevin.r@nomodic.com>
CC: Alexandre (Alex) Corbett <acorbett@atb.com>

Kevin,

ATB is concerned that the directors and officers of Nomodic have failed to meet their commitments to creditors and other stakeholders, particularly as the Nomodic entities are insolvent. Among other issues:

- (i) Nomodic has been in possession of the \$1.639 million cheque since October 2, 2023, if not earlier, but has refused to deposit same;
- (ii) Nomodic has not been forthright in providing information to ATB and, in fact, only revealed the existence of its additional funds after the October 1, 2023 funding request was made. That request would have resulted in a further erosion of ATB's position if it had been accepted;
- (iii) Despite numerous requests, you have consistently refused to deposit the cheque or direct Nomodic to do so. At the same time, Nomodic has made payments to subordinated creditors in preference to other creditors and stakeholders, when Nomodic was clearly insolvent and had received ATB's demand for repayment of the outstanding indebtedness, in full;
- (iv) Nomodic has not voluntarily assigned itself into bankruptcy, despite ceasing all operations and being unable to pay its liabilities, as they generally become due;
- (v) We understand that the company has been hesitant to move forward without additional funding commitments from ATB. At the time of one additional funding request on October 1, 2023, Nomodic had access to approximately \$1.2 million in cash in the RBC account, and potentially the \$1.639 million cheque;
- (vi) You have refused or are unable to provide ATB with additional information regarding the other claims or potential claims against the RBC accounts and the cheque;
- (vii) On October 5, 2023, you advised that you had the intention of depositing the cheque if ATB agreed to facilitate certain payments. ATB refused to do this because Nomodic advised ATB that the cheque may be subject to a priority or trust claim. ATB requested that the funds be deposited into the account and that Nomodic assign itself into bankruptcy, advising that if it was determined that these were trust funds in priority to ATB's claim, ATB would distribute the same in accordance with priority. In the alternative, ATB requested that you assign Nomodic into bankruptcy forthwith and provide the cheque to the trustee. Despite ATB's requests, to date, no such deposit has been made; and

(viii) As a result of the aforementioned issues, ATB has serious concerns that its collateral will be eroded and, in particular, that the \$1.639 million cheque will disappear.

On behalf of ATB, I am reiterating our previous request that you deposit the cheque, with ATB, immediately. If you are not willing to do so, then the Nomodic entities should file assignments in bankruptcy and deliver the cheque to the trustee. We are not aware of any other available course of action. Please advise of how you intend to proceed.

Regards,

Muhammad

Muhammad A. Ashraf, MBA
Director
Risk Advisory & Management

Mobile 403-826-5270
Eighth Avenue Place, 600-585 8th Ave SW
Calgary, AB T2P 1G1
atb.com



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