

SCHEDULE "A"
DESCRIPTION OF EQUIPMENT/SERIAL NUMBERED GOODS

QUANTITY	DESCRIPTION	SERIAL NUMBER
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LOCATION OF COLLATERAL

The Collateral is now and will hereafter be located at the following address(es) (include Street/Town/City and Province):

SPECIFIED COLLATERAL (Ontario only)

Quota/Licence No. _____ issued by _____ (including any successor marketing board or licencing authority in respect of marketing or setting prices for the same commodity, their successors and assigns, in each case called the "Board") and proceeds therefrom.

Additional Covenants of Customer Applicable to Above Collateral:

1. By executing this Agreement, Grantor has granted an assignment to the Bank of any and all rights of the Grantor in and to the above quota/licence, any amendments, substitutions, additions or supplements thereto, and any proceeds thereof.
2. Grantor agrees to maintain all of the above quota/licence rights in good standing and to comply with all of the rules, regulations and orders of the Board issuing such quota/licence.
3. Grantor agrees not to apply to the Board for the transfer of the above quota/licence, in whole or in part, without the prior written consent of the Bank.
4. The security and/or rights hereby granted shall extend to and include all present and future acquired quota/licence rights issued by the Board to the Grantor, whether issued under the above quota/licence number or under any other such number.

RESOLUTION AUTHORIZING EXECUTION OF GENERAL SECURITY AGREEMENT

"RESOLVED THAT:

- (a) The President and the Secretary are hereby authorized for and on behalf of the Corporation to execute and deliver to The Toronto-Dominion Bank a General Security Agreement substantially in the form of the General Security Agreement (attached hereto and initialed by the Secretary for identification) presented to the directors, with such alterations, amendments, deletions or additions as may be approved by the persons executing the same and their execution shall be conclusive evidence of such approval and that the General Security Agreement so executed is the General Security Agreement authorized by this Resolution.

- (b) Any officer or director be and is hereby authorized to execute and deliver on behalf of the Corporation all such other documents and writings and to do such other acts and things as may be necessary or desirable for fulfilling the Corporation's obligations under the General Security Agreement."

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution duly passed by the Directors of Groundworks Safety Systems Inc.
on the 8 day of January, 2019 and that the said Resolution is now in full force and effect.


Secretary C/S

Transmitting Party

WARREN SINCLAIR LLP

#600 4911 51 STREET
RED DEER, AB T4N6V4

Party Code: 50020114
Phone #: 403 343 3320
Reference #: 110603

Security Agreement

Control #: F05718103

Registration Date: 2019-Jan-10

Registration #: 19011019083

Financing Change Statement

Use this section to Renew or Discharge this Registration. Note before returning, make a photocopy for your file.

Place an (X) in the appropriate box

Renew for: (1-25 years) _____

OR Renew for Infinity:

Total Discharge: Discharge permanently removes **ALL** record of the registration(s).

Name of Person Authorized to Complete this section	Authorized Signature	Area Code & Telephone #:	Reference #:



Search ID #: Z11068074

Transmitting Party

WARREN SINCLAIR LLP

#600 4911 51 STREET
RED DEER, AB T4N6V4

Party Code: 50020114
Phone #: 403 343 3320
Reference #: 110603

Search ID #: Z11068074

Date of Search: 2019-Jan-10

Time of Search: 13:22:15

Business Debtor Search For:

GROUNDWORKS SAFETY SYSTEMS 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 #: Z11068074

Business Debtor Search For:

GROUNDWORKS SAFETY SYSTEMS INC.

Search ID #: Z11068074

Date of Search: 2019-Jan-10

Time of Search: 13:22:15

Registration Number: 16042529623
Registration Date: 2016-Apr-25

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2021-Apr-25 23:59:59

Exact Match on: Debtor No: 3

Amendments to Registration

18022730587

Amendment

2018-Feb-27

Debtor(s)

Block

Status
Current

1 ELLIS FABRICATIONS INC.
4207 53RD STREET
INNISFAIL, AB T4G1P9

Block

Status
Current

2 THE GENERATION CORPORATION
4207 53RD STREET
INNISFAIL, AB T4G1P9

Block

Status
Current

3 GROUNDWORKS SAFETY SYSTEMS INC.
4207 53RD STREET
INNISFAIL, AB T4G1P9

Secured Party / Parties

Block

Status
Deleted by
18022730587

1 ELEMENT FINANCIAL INC
900-4 ROBERT SPECK PARKWAY
MISSISSAUGA, ON L4Z1S1

Search ID #: Z11068074

Block

2 EFN FINANCIAL INC.
900-4 ROBERT SPECK PARKWAY
MISSISSAUGA, ON L4Z1S1

Status

Deleted by
18022730587

Block

3 CWB NL FINANCIAL INC.
1525 BUFFALO PLACE
WINNIPEG, MB R3T1L9

Status

Current by
18022730587

Collateral: General

Block

Description

1 ONE (1) USED 2005 TRUMPF L3050 5,000 WATT CNC LASER C/W ALL ACCESSORIES AND ATTACHMENTS S/N A0230A1043 TOGETHER WITH ANY AND ALL PRESENT AND FUTURE ACQUIRED PARTS, ATTACHMENTS, ACCESSORIES, ACCESSIONS, ADDITIONS, SUBSTITUTIONS, IMPROVEMENTS, REPAIR AND REPLACEMENT PARTS AND OTHER EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN AND ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT LIMITATION, ANY AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS THEREOF AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, INCLUDING ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT), RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Status

Current

Search ID #: Z11068074

Business Debtor Search For:

GROUNDWORKS SAFETY SYSTEMS INC.

Search ID #: Z11068074

Date of Search: 2019-Jan-10

Time of Search: 13:22:15

Registration Number: 16100434889
Registration Date: 2016-Oct-04

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2021-Oct-04 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status
Current

1 GROUND WORKS SAFETY SYSTEMS INC.
4207 53RD STREET CLOSE
INNISFAIL, AB T4G 1P9

Secured Party / Parties

Block

Status
Current

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

Collateral: General

Block

Description

Status
Current

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Search ID #: Z11068074

Business Debtor Search For:

GROUNDWORKS SAFETY SYSTEMS INC.

Search ID #: Z11068074

Date of Search: 2019-Jan-10

Time of Search: 13:22:15

Registration Number: 17051503877
Registration Date: 2017-May-15

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2022-May-15 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status
Current

1 GROUNDWORKS SAFETY SYSTEMS INC.
600, 4911 - 51 STREET
RED DEER, AB T4N 6V4

Secured Party / Parties

Block

Status
Current

1 TRUMPF FINANCE, A UNIT OF SG EQUIPMENT FINANCE USA CORP.
480 WASHINGTON BLVD. (24TH FLOOR)
JERSEY CITY, NJ 07310

Collateral: General

Block Description

Status
Current

1 ONE (1) TRUMPF TRULASER 3060 6KW FIBER LASER, INCLUDING ALL ATTACHMENTS, REPLACEMENTS, SUBSTITUTIONS, PARTS, SUPPLIES, ACCESSORIES, ACCESSIONS AND ADDITIONS THERETO AND THEREFOR (THE "EQUIPMENT").

PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY, ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA AND REGULATIONS THEREUNDER, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL COLLATERAL.

Search ID #: Z11068074

Business Debtor Search For:

GROUNDWORKS SAFETY SYSTEMS INC.

Search ID #: Z11068074

Date of Search: 2019-Jan-10

Time of Search: 13.22:15

Registration Number: 19011019083
Registration Date: 2019-Jan-10

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2024-Jan-10 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status
Current

1 GROUNDWORKS SAFETY SYSTEMS INC.
4207 - 53 STREET CLOSE
INNISFAIL, AB T4G1P9

Secured Party / Parties

Block

Status
Current

1 THE TORONTO-DOMINION BANK
4902 GAETZ AVENUE
RED DEER, AB T4N4A8
Phone #: 403 357 1871 Fax #: 403 357 1888

Collateral: General

Block Description

Status
Current

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR
INCLUDING MONEY, CASH AND INTANGIBLES

Search ID #: Z11068074

Note:

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

Debtor Name / Address

GROUNDWORKS LANDSCAPING LTD.
PO BOX 6708 STN MAIN
BONNYVILLE, AB T9N 2H2

Reg.#

17060547068

SECURITY AGREEMENT

Result Complete

THIS IS EXHIBIT "26" TO THE
AFFIDAVIT OF EMILY STILL
SWORN BEFORE ME AT Calgary, Alberta,
this 24 day of November, 2020



A Commissioner for Oaths in and for the Province of Alberta

**CATRINA WEBSTER
BARRISTER & SOLICITOR**

Search ID #: Z13295659

Transmitting Party

MLT AIKINS LLP

2100 – 222 3rd AVE SW
Calgary, AB T2P 0B4

Party Code: 60006660
Phone #: 403 693 4331
Reference #: 152.3180

Search ID #: Z13295659

Date of Search: 2020-Nov-24

Time of Search: 09:24:00

Business Debtor Search For:

THE GENERATION CORPORATION

Both Exact and Inexact Result(s) Found

NOTE:

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



Search ID #: Z13295659

Business Debtor Search For:

THE GENERATION CORPORATION

Search ID #: Z13295659

Date of Search: 2020-Nov-24

Time of Search: 09:24:00

Registration Number: 16042529623

Registration Date: 2016-Apr-25

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2021-Apr-25 23:59:59

Exact Match on:

Debtor

No: 2

Amendments to Registration

18022730587

Amendment

2018-Feb-27

Debtor(s)

Block

Status
Current

1 ELLIS FABRICATIONS INC.
4207 53RD STREET
INNISFAIL, AB T4G1P9

Block

Status
Current

2 THE GENERATION CORPORATION
4207 53RD STREET
INNISFAIL, AB T4G1P9

Block

Status
Current

3 GROUNDWORKS SAFETY SYSTEMS INC.
4207 53RD STREET
INNISFAIL, AB T4G1P9

Secured Party / Parties

Block

Status
Deleted by
18022730587

1 ELEMENT FINANCIAL INC
900-4 ROBERT SPECK PARKWAY
MISSISSAUGA, ON L4Z1S1

Search ID #: Z13295659

Block

2 EFN FINANCIAL INC.
900-4 ROBERT SPECK PARKWAY
MISSISSAUGA, ON L4Z1S1

Status

Deleted by
18022730587

Block

3 CWB NL FINANCIAL INC.
1525 BUFFALO PLACE
WINNIPEG, MB R3T1L9

Status

Current by
18022730587

Collateral: General

Block

Description

1 ONE (1) USED 2005 TRUMPF L3050 5,000 WATT CNC LASER C/W ALL ACCESSORIES AND ATTACHMENTS S/N A0230A1043 TOGETHER WITH ANY AND ALL PRESENT AND FUTURE ACQUIRED PARTS, ATTACHMENTS, ACCESSORIES, ACCESSIONS, ADDITIONS, SUBSTITUTIONS, IMPROVEMENTS, REPAIR AND REPLACEMENT PARTS AND OTHER EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN AND ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT LIMITATION, ANY AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS THEREOF AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, INCLUDING ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT), RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Status

Current

Search ID #: Z13295659

Business Debtor Search For:

THE GENERATION CORPORATION

Search ID #: Z13295659

Date of Search: 2020-Nov-24

Time of Search: 09:24:00

Registration Number: 19011015712

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Jan-10

Registration Status: Current

Expiry Date: 2024-Jan-10 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

Current

1 THE GENERATION CORPORATION
4207 - 53 STREET CLOSE
INNISFAIL, AB T4G1P9

Secured Party / Parties

Block

Status

Current

1 THE TORONTO-DOMINION BANK
4902 GAETZ AVENUE
RED DEER, AB T4N4A8
Phone #: 403 357 1871 Fax #: 403 357 1888

Collateral: General

Block

Description

Status

Current

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR
INCLUDING MONEY, CASH AND INTANGIBLES

Search ID #: Z13295659

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.#
GENERATION ENTERPRISES INC 296 COOPERS HL SW AIRDRIE, AB T4B0A2	19122418874

SECURITY AGREEMENT

Debtor Name / Address	Reg.#
GENERATION ENTERPRISES INC. 1 - 2002 LUXSTONE BLVD SW, BOX 90010 AIRDRIE, AB T4B 0A2	09122932357

SECURITY AGREEMENT

Debtor Name / Address	Reg.#
GENERATIONS INCORPORATED 361 HUNTERS RUN EDMONTON, AB T6R2P1	18052309981

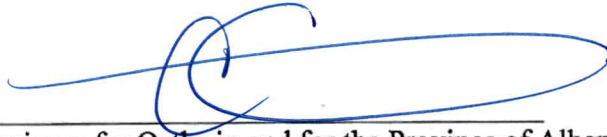
SECURITY AGREEMENT

Debtor Name / Address	Reg.#
GENERATIONS INCORPORATED 361 HUNTERS RUN NW EDMONTON, AB T6R 2P1	18121923254

SECURITY AGREEMENT

Result Complete

THIS IS EXHIBIT "27" TO THE
AFFIDAVIT OF EMILY STILL
SWORN BEFORE ME AT Calgary, Alberta,
this 24 day of November, 2020



A Commissioner for Oaths in and for the Province of Alberta

CATRINA WEBSTER
BARRISTER & SOLICITOR

Search ID #: Z13295664

Transmitting Party

MLT AIKINS LLP

2100 – 222 3rd AVE SW
Calgary, AB T2P 0B4

Party Code: 60006660
Phone #: 403 693 4331
Reference #: 152.3180

Search ID #: Z13295664

Date of Search: 2020-Nov-24

Time of Search: 09:24:43

Business Debtor Search For:

ELLIS FABRICATIONS INC

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z13295664

Business Debtor Search For:

ELLIS FABRICATIONS INC

Search ID #: Z13295664

Date of Search: 2020-Nov-24

Time of Search: 09:24:43

Registration Number: 16042529623

Registration Date: 2016-Apr-25

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2021-Apr-25 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

18022730587

Amendment

2018-Feb-27

Debtor(s)

Block

Status
Current

1 ELLIS FABRICATIONS INC.
4207 53RD STREET
INNISFAIL, AB T4G1P9

Block

Status
Current

2 THE GENERATION CORPORATION
4207 53RD STREET
INNISFAIL, AB T4G1P9

Block

Status
Current

3 GROUNDWORKS SAFETY SYSTEMS INC.
4207 53RD STREET
INNISFAIL, AB T4G1P9

Secured Party / Parties

Block

Status
Deleted by
18022730587

1 ELEMENT FINANCIAL INC
900-4 ROBERT SPECK PARKWAY
MISSISSAUGA, ON L4Z1S1

Search ID #: Z13295664

Block

2 EFN FINANCIAL INC.
900-4 ROBERT SPECK PARKWAY
MISSISSAUGA, ON L4Z1S1

Status

Deleted by
18022730587

Block

3 CWB NL FINANCIAL INC.
1525 BUFFALO PLACE
WINNIPEG, MB R3T1L9

Status

Current by
18022730587

Collateral: General

Block

Description

1 ONE (1) USED 2005 TRUMPF L3050 5,000 WATT CNC LASER C/W ALL ACCESSORIES AND ATTACHMENTS S/N A0230A1043 TOGETHER WITH ANY AND ALL PRESENT AND FUTURE ACQUIRED PARTS, ATTACHMENTS, ACCESSORIES, ACCESSIONS, ADDITIONS, SUBSTITUTIONS, IMPROVEMENTS, REPAIR AND REPLACEMENT PARTS AND OTHER EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN AND ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT LIMITATION, ANY AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS THEREOF AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, INCLUDING ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT), RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Status

Current

Search ID #: Z13295664

Business Debtor Search For:

ELLIS FABRICATIONS INC

Search ID #: Z13295664

Date of Search: 2020-Nov-24

Time of Search: 09:24:43

Registration Number: 17010919122

Registration Date: 2017-Jan-09

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2022-Jan-09 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

Current

1 ELLIS FABRICATIONS INC.
4207 53 STRRET CLOSE
INNISFAIL, AB T4G 1P9

Secured Party / Parties

Block

Status

Current

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

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	1FT8W3BTXHEB20073	2017	FORD F350	MV - Motor Vehicle	Current

Search ID #: Z13295664

Business Debtor Search For:

ELLIS FABRICATIONS INC

Search ID #: Z13295664

Date of Search: 2020-Nov-24

Time of Search: 09:24:43

Registration Number: 17010919146

Registration Date: 2017-Jan-09

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2022-Jan-09 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

Current

1 ELLIS FABRICATIONS INC.
4207 53 STREET CLOSE
INNISFAIL, AB T4G 1P7

Secured Party / Parties

Block

Status

Current

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

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	1FT8W3BT7HEB38224	2017	FORD F350	MV - Motor Vehicle	Current

Search ID #: Z13295664

Business Debtor Search For:

ELLIS FABRICATIONS INC

Search ID #: Z13295664

Date of Search: 2020-Nov-24

Time of Search: 09:24:43

Registration Number: 17121117371

Registration Date: 2017-Dec-11

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2021-Dec-11 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status
Current

1 ELLIS FABRICATIONS INC
4207-53 ST CLOSE
INNISFAIL, AB T4G 1P9

Secured Party / Parties

Block

Status
Current

1 RCAP LEASING INC.
5575 NORTH SERVICE RD, STE 300
BURLINGTON, ON L7L 6M1

Collateral: General

Block

Description

Status
Current

1 ALL SHOP EQUIPMENT/PIPE BENDER EQUIPMENT FROM TIME TO TIME LEASED BY THE SECURED PARTY TO THE DEBTOR AS DESCRIBED ON LEASES, CONDITIONAL SALES AGREEMENTS AND ANY OTHER FINANCING AGREEMENTS ENTERED INTO BETWEEN THE SECURED PARTY AND THE DEBTOR FROM TIME TO TIME AND ANY PROCEEDS THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES AND ATTACHMENTS.

Search ID #: Z13295664

Business Debtor Search For:

ELLIS FABRICATIONS INC

Search ID #: Z13295664

Date of Search: 2020-Nov-24 Time of Search: 09:24:43

Registration Number: 18040537225

Registration Date: 2018-Apr-05

Registration Type: SECURITY AGREEMENT

Registration Status: Current

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

Exact Match on: Debtor No: 1

Amendments to Registration

18071207716

Amendment

2018-Jul-12

Debtor(s)

Block

Status

Current

1 ELLIS FABRICATIONS INC.
4207 53RD STREET CLOSE
INNISFAIL, AB T4G1P9

Secured Party / Parties

Block

Status

Deleted by
18071207716

1 NATIONAL LEASING GROUP INC.
1525 BUFFALO PLACE
WINNIPEG, MB R3T 1L9
Phone #: 204 954 9000 Fax #: 204 954 9099

Block

Status

Current by
18071207716

2 CWB NATIONAL LEASING INC.
1525 BUFFALO PLACE
WINNIPEG, MB R3T 1L9
Phone #: 204 954 9000 Fax #: 204 954 9099

Search ID #: Z13295664

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL XTRAPOWER BATTERIES OF EVERY NATURE OR KIND DESCRIBED IN AGREEMFNT NUMBER 2861291, BETWEEN PATHWAYS FINANCIAL., AS ORIGINAL SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT WAS ASSIGNED BY THE ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	Purchase Money Security Interest.	Current

Search ID #: Z13295664

Business Debtor Search For:

ELLIS FABRICATIONS INC

Search ID #: Z13295664

Date of Search: 2020-Nov-24

Time of Search: 09:24:43

Registration Number: 18040620479

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Apr-06

Registration Status: Current

Expiry Date: 2021-Apr-06 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

Current

1 ELLIS FABRICATIONS INC.
4207 53 STREET CLOSE
INNISFAIL, AB T4G1P9

Secured Party / Parties

Block

Status

Current

1 DELL FINANCIAL SERVICES CANADA LIMITED
155 GORDON BAKER RD, STE 501
NORTH YORK, ON M2H 3N5

Collateral: General

Block

Description

Status

1 ALL DELL AND NON DELL COMPUTER EQUIPMENT AND PERIPHERALS WHEREVER LOCATED HERETOFORE OR HEREAFTER LEASED TO DEBTOR BY SECURED PARTY PURSUANT TO 200-4903225-012 LEASE TOGETHER WITH ALL SUBSTITUTIONS, ADDITIONS, ACCESSIONS AND REPLACEMENTS THERETO AND THEREOF NOW AND HEREAFTER INSTALLED IN, AFFIXED TO, OR USED IN CONJUNCTION WITH SUCH EQUIPMENT AND PROCEEDS THEREOF TOGETHER WITH ALL RENTAL OR INSTALLMENT PAYMENTS, INSURANCE PROCEEDS, OTHER PROCEEDS AND PAYMENTS DUE OR TO BECOME DUE AND ARISING FROM OR RELATING TO SUCH EQUIPMENT. PROCEEDS:ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY. Current

Search ID #: Z13295664

Business Debtor Search For:

ELLIS FABRICATIONS INC

Search ID #: Z13295664

Date of Search: 2020-Nov-24

Time of Search: 09:24:43

Registration Number: 18102230119

Registration Date: 2018-Oct-22

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2021-Oct-22 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

Current

1 ELLIS FABRICATIONS INC.
4207-53 STREET CLOSE
INNISFAIL, AB T4G1P9

Secured Party / Parties

Block

Status

Current

1 DELL FINANCIAL SERVICES CANADA LIMITED
155 GORDON BAKER RD, STE 501
NORTH YORK, ON M2H 3N5

Collateral: General

Block

Description

Status

1 ALL DELL AND NON DELL COMPUTER EQUIPMENT AND PERIPHERALS WHEREVER LOCATED HERETOFORE OR HEREAFTER LEASED TO DEBTOR BY SECURED PARTY PURSUANT TO LEASE 200-4903225-013 TOGETHER WITH ALL SUBSTITUTIONS, ADDITIONS, ACCESSIONS AND REPLACEMENTS THERETO AND THEREOF NOW AND HEREAFTER INSTALLED IN, AFFIXED TO, OR USED IN CONJUNCTION WITH SUCH EQUIPMENT AND PROCEEDS THEREOF TOGETHER WITH ALL RENTAL OR INSTALLMENT PAYMENTS, INSURANCE PROCEEDS, OTHER PROCEEDS AND PAYMENTS DUE OR TO BECOME DUE AND ARISING FROM OR RELATING TO SUCH EQUIPMENT. PROCEEDS:ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY. Current

Search ID #: Z13295664

Business Debtor Search For:

ELLIS FABRICATIONS INC

Search ID #: Z13295664

Date of Search: 2020-Nov-24

Time of Search: 09:24:43

Registration Number: 18111509831

Registration Date: 2018-Nov-15

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2022-Nov-15 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

Current

1 ELLIS FABRICATIONS INC.
4207 53RD STREET CLOSE
INNISFAIL, AB T4G 1P9

Secured Party / Parties

Block

Status

Current

1 MERIDIAN ONECAP CREDIT CORP.
SUITE 1500, 4710 KINGSWAY
BURNABY, BC V5H 4M2

Collateral: General

Block

Description

Status

1 SOFTWARE(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS
REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO
AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM
ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN
INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR
COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF
THE COLLATERAL Current

Search ID #: Z13295664

Business Debtor Search For:

ELLIS FABRICATIONS INC

Search ID #: Z13295664

Date of Search: 2020-Nov-24

Time of Search: 09:24:43

Registration Number: 19011004032

Registration Date: 2019-Jan-10

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2022-Jan-10 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

Current

1 ELLIS FABRICATIONS INC.
4207 53 STREET CLOSE
INNISFAIL, AB T4G1P9

Secured Party / Parties

Block

Status

Current

1 DELL FINANCIAL SERVICES CANADA LIMITED
155 GORDON BAKER RD, STE 501
NORTH YORK, ON M2H 3N5

Collateral: General

Block

Description

Status

1 ALL DELL AND NON DELL COMPUTER EQUIPMENT AND PERIPHERALS WHEREVER LOCATED HERETOFORE OR HEREAFTER LEASED TO DEBTOR BY SECURED PARTY PURSUANT TO LEASE 200-4903225-014 TOGETHER WITH ALL SUBSTITUTIONS, ADDITIONS, ACCESSIONS AND REPLACEMENTS THERETO AND THEREOF NOW AND HEREAFTER INSTALLED IN, AFFIXED TO, OR USED IN CONJUNCTION WITH SUCH EQUIPMENT AND PROCEEDS THEREOF TOGETHER WITH ALL RENTAL OR INSTALLMENT PAYMENTS, INSURANCE PROCEEDS, OTHER PROCEEDS AND PAYMENTS DUE OR TO BECOME DUE AND ARISING FROM OR RELATING TO SUCH EQUIPMENT. PROCEEDS:ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY. Current

Search ID #: Z13295664

Business Debtor Search For:

ELLIS FABRICATIONS INC

Search ID #: Z13295664

Date of Search: 2020-Nov-24

Time of Search: 09:24:43

Registration Number: 19011015568

Registration Date: 2019-Jan-10

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Jan-10 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

Current

1 ELLIS FABRICATIONS INC.
4207 - 53 STREET CLOSE
INNISFAIL, AB T4G1P9

Secured Party / Parties

Block

Status

Current

1 THE TORONTO-DOMINION BANK
4902 GAETZ AVENUE
RED DEER, AB T4N4A8
Phone #: 403 357 1871 Fax #: 403 357 1888

Collateral: General

Block

Description

Status

Current

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR
INCLUDING MONEY, CASH AND INTANGIBLES

Search ID #: Z13295664

Business Debtor Search For:

ELLIS FABRICATIONS INC

Search ID #: Z13295664

Date of Search: 2020-Nov-24

Time of Search: 09:24:43

Registration Number: 19013026042

Registration Date: 2019-Jan-30

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Jan-30 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

Current

1 ELLIS FABRICATIONS INC.
4207 53RD STREET CLOSE
INNISFAIL, AB T4G 1P9

Secured Party / Parties

Block

Status

Current

1 MERIDIAN ONECAP CREDIT CORP.
SUITE 1500, 4710 KINGSWAY
BURNABY, BC V5H 4M2

Collateral: General

Block

Description

Status

1 SOFTWARE(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS
REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO
AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM
ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN
INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR
COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF
THE COLLATERAL Current

Search ID #: Z13295664

Business Debtor Search For:

ELLIS FABRICATIONS INC

Search ID #: Z13295664

Date of Search: 2020-Nov-24 Time of Search: 09:24:43

Registration Number: 19100215023

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Oct-02

Registration Status: Current

Expiry Date: 2029-Oct-02 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

Current

1 ELLIS FABRICATIONS INC.
600, 4911 - 51 STREET
RED DEER, AB T4N 6V4

Secured Party / Parties

Block

Status

Current

1 MLS PROPERTY GROUP LTD.
302, 1524 - 91 STREET SW
EDMONTON, AB T6X 1M5

Collateral: General

Block

Description

Status

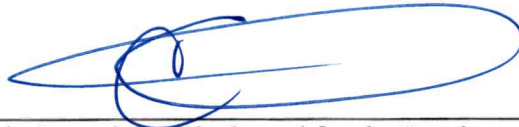
1 ONE (1) 2013 ERMAK 400 TON PRESS BRAKE, SERIAL NUMBER 08092-4ZG383 Current

2 ONE (1) 2013 HAAS ST40 BIG BORE, SERIAL NUMBER 3095912 Current

3 PROCEEDS: ALL PROCEEDS OF EVERY NATURE AND KIND, BOTH PRESENT AND FUTURE, INCLUDING, WITHOUT LIMITATION, ALL ACCOUNTS, INTANGIBLES, INDEBTEDNESS AND CLAIMS FOR OR RIGHTS TO MONEY, AND ALL CASH, NOTES, RENTAL PAYMENTS, INSURANCE PAYMENTS, GOODS, CHATTEL PAPER, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, SUBSTITUTIONS, TRADE-INS, AND ANY OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN THE SAID COLLATERAL DESCRIBED HEREIN, TOGETHER WITH ALL ACCESSIONS, ATTACHMENTS AND ACCRETIONS THERETO AND SUBSTITUTIONS OR REPLACEMENTS THEREFOR, OR PROCEEDS THEREOF, ARE SOLD, DEALT WITH, EXCHANGED, COLLECTED, DAMAGED, DESTROYED OR OTHERWISE DISPOSED OF. Current

Result Complete

THIS IS EXHIBIT "28" TO THE
AFFIDAVIT OF EMILY STILL
SWORN BEFORE ME AT Calgary, Alberta,
this 24 day of November, 2020



A Commissioner for Oaths in and for the Province of Alberta

CATRINA WEBSTER
BARRISTER & SOLICITOR

Search ID #: Z13295668

Transmitting Party

MLT AIKINS LLP

2100 – 222 3rd AVE SW
Calgary, AB T2P 0B4

Party Code: 60006660
Phone #: 403 693 4331
Reference #: 152.3180

Search ID #: Z13295668

Date of Search: 2020-Nov-24

Time of Search: 09:25:13

Business Debtor Search For:

GENERATION CONSTRUCTION CORP

Both Exact and Inexact Result(s) Found

NOTE:

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



Search ID #: Z13295668

Business Debtor Search For:

GENERATION CONSTRUCTION CORP

Search ID #: Z13295668

Date of Search: 2020-Nov-24

Time of Search: 09:25:13

Registration Number: 19011016022

Registration Date: 2019-Jan-10

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Jan-10 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

Current

1 GENERATION CONSTRUCTION CORP.
4207 - 53 STREET CLOSE
INNISFAIL, AB T4G1P9

Secured Party / Parties

Block

Status

Current

1 THE TORONTO-DOMINION BANK
4902 GAETZ AVENUE
RED DEER, AB T4N4A8
Phone #: 403 357 1871 Fax #: 403 357 1888

Collateral: General

Block

Description

Status

Current

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR
INCLUDING MONEY, CASH AND INTANGIBLES

Search ID #: Z13295668

Note:

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

Debtor Name / Address

GENERATION CLEAN INC.
91 LEGACY CLOSE SE
CALGARY, AB T2X 0Y7

Reg.#

17092022497

SECURITY AGREEMENT

Debtor Name / Address

GENERATION CONTRACTING INC.
116-245 EDWARDS DRIVE SW
EDMONTON, AB T6X 1J9


Reg.#

16092721018

WRIT OF ENFORCEMENT

Result Complete

THIS IS EXHIBIT "29" TO THE
AFFIDAVIT OF EMILY STILL
SWORN BEFORE ME AT Calgary, Alberta,
this 24 day of November, 2020

A handwritten signature in blue ink, consisting of a large, stylized loop followed by a horizontal line extending to the right.

A Commissioner for Oaths in and for the Province of Alberta

CATRINA WEBSTER
BARRISTER & SOLICITOR

Search ID #: Z13295674

Transmitting Party

MLT AIKINS LLP

2100 – 222 3rd AVE SW
Calgary, AB T2P 0B4

Party Code: 60006660
Phone #: 403 693 4331
Reference #: 152.3180

Search ID #: Z13295674

Date of Search: 2020-Nov-24

Time of Search: 09:25:44

Business Debtor Search For:

GENERATION STEEL 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 #: Z13295674

Business Debtor Search For:

GENERATION STEEL INC.

Search ID #: Z13295674

Date of Search: 2020-Nov-24

Time of Search: 09:25:44

Registration Number: 19011019277

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Jan-10

Registration Status: Current

Expiry Date: 2024-Jan-10 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

Current

1 GENERATION STEEL INC.
4207 - 53 STREET CLOSE
INNISFAIL, AB T4G1P9

Secured Party / Parties

Block

Status

Current

1 THE TORONTO-DOMINION BANK
4902 GAETZ AVENUE
RED DEER, AB T4N4A8
Phone #: 403 357 1871 Fax #: 403 357 1888

Collateral: General

Block

Description

Status

Current

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR
INCLUDING MONEY, CASH AND INTANGIBLES

Search ID #: Z13295674

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.#
GENERATIONS FUNERAL SERVICES & CREMATORIUM INC 9331 35 AVENUE EDMONTON, AB T6E 5R5	04091720419

SECURITY AGREEMENT

Debtor Name / Address	Reg.#
GENERATIONS FUNERAL SERVICES & CREMATORIUM INC 9331 35 AVE NW EDMONTON, AB T6E 5R5	08100832427

SECURITY AGREEMENT

Debtor Name / Address	Reg.#
GENERATIONS FUNERAL SERVICES & CREMATORIUM INC. 9331 35 AVE NW EDMONTON, AB T6E 5R5	09052504946

SECURITY AGREEMENT

Debtor Name / Address	Reg.#
GENERATIONS MANAGEMENT GROUP LTD. SITE 4, COMP 12, RR 2 STONY PLAIN, AB T7Z1X2	15062240787

WORKERS' COMPENSATION BOARD CHARGE

Debtor Name / Address	Reg.#
GENERATIONS R.V. INC. NW 21-39-19-W4 STETTLER, AB T0C 2L0	11041935416

SECURITY AGREEMENT

Result Complete

THIS IS EXHIBIT "30" TO THE
AFFIDAVIT OF EMILY STILL
SWORN BEFORE ME AT Calgary, Alberta,
this 24 day of November, 2020

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

A Commissioner for Oaths in and for the Province of Alberta

CATRINA WEBSTER
BARRISTER & SOLICITOR

Search ID #: Z13295678

Transmitting Party

MLT AIKINS LLP

2100 – 222 3rd AVE SW
Calgary, AB T2P 0B4

Party Code: 60006660
Phone #: 403 693 4331
Reference #: 152.3180

Search ID #: Z13295678

Date of Search: 2020-Nov-24

Time of Search: 09:26:12

Business Debtor Search For:

GROUNDWORKS SAFETY SYSTEMS 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.



000276

Search ID #: Z13295678

Business Debtor Search For:

GROUNDWORKS SAFETY SYSTEMS INC

Search ID #: Z13295678

Date of Search: 2020-Nov-24

Time of Search: 09:26:12

Registration Number: 16042529623

Registration Date: 2016-Apr-25

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2021-Apr-25 23:59:59

Exact Match on: Debtor No: 3

Amendments to Registration

18022730587

Amendment

2018-Feb-27

Debtor(s)

Block

1 ELLIS FABRICATIONS INC.
4207 53RD STREET
INNISFAIL, AB T4G1P9

Status
Current

Block

2 THE GENERATION CORPORATION
4207 53RD STREET
INNISFAIL, AB T4G1P9

Status
Current

Block

3 GROUNDWORKS SAFETY SYSTEMS INC.
4207 53RD STREET
INNISFAIL, AB T4G1P9

Status
Current

Secured Party / Parties

Block

1 ELEMENT FINANCIAL INC
900-4 ROBERT SPECK PARKWAY
MISSISSAUGA, ON L4Z1S1

Status
Deleted by
18022730587

Search ID #: Z13295678

Block

2 EFN FINANCIAL INC.
900-4 ROBERT SPECK PARKWAY
MISSISSAUGA, ON L4Z1S1

Status

Deleted by
18022730587

Block

3 CWB NL FINANCIAL INC.
1525 BUFFALO PLACE
WINNIPEG, MB R3T1L9

Status

Current by
18022730587

Collateral: General

Block

Description

1 ONE (1) USED 2005 TRUMPF L3050 5,000 WATT CNC LASER C/W ALL ACCESSORIES AND ATTACHMENTS S/N A0230A1043 TOGETHER WITH ANY AND ALL PRESENT AND FUTURE ACQUIRED PARTS, ATTACHMENTS, ACCESSORIES, ACCESSIONS, ADDITIONS, SUBSTITUTIONS, IMPROVEMENTS, REPAIR AND REPLACEMENT PARTS AND OTHER EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN AND ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT LIMITATION, ANY AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS THEREOF AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, INCLUDING ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT), RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Status

Current

Search ID #: Z13295678

Business Debtor Search For:

GROUNDWORKS SAFETY SYSTEMS INC

Search ID #: Z13295678

Date of Search: 2020-Nov-24

Time of Search: 09:26:12

Registration Number: 17051503877

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-May-15

Registration Status: Current

Expiry Date: 2022-May-15 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

Current

1 GROUNDWORKS SAFETY SYSTEMS INC.
600, 4911 - 51 STREET
RED DEER, AB T4N 6V4

Secured Party / Parties

Block

Status

Current

1 TRUMPF FINANCE, A UNIT OF SG EQUIPMENT FINANCE USA CORP.
480 WASHINGTON BLVD. (24TH FLOOR)
JERSEY CITY, NJ 07310

Collateral: General

Block

Description

Status

Current

1 ONE (1) TRUMPF TRULASER 3060 6KW FIBER LASER, INCLUDING ALL ATTACHMENTS, REPLACEMENTS, SUBSTITUTIONS, PARTS, SUPPLIES, ACCESSORIES, ACCESSIONS AND ADDITIONS THERETO AND THEREFOR (THE "EQUIPMENT").

PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY, ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA AND REGULATIONS THEREUNDER, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL COLLATERAL.

Search ID #: Z13295678

Business Debtor Search For:

GROUNDWORKS SAFETY SYSTEMS INC

Search ID #: Z13295678

Date of Search: 2020-Nov-24

Time of Search: 09:26:12

Registration Number: 19011019083

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Jan-10

Registration Status: Current

Expiry Date: 2024-Jan-10 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

Current

1 GROUNDWORKS SAFETY SYSTEMS INC.
4207 - 53 STREET CLOSE
INNISFAIL, AB T4G1P9

Secured Party / Parties

Block

Status

Current

1 THE TORONTO-DOMINION BANK
4902 GAETZ AVENUE
RED DEER, AB T4N4A8
Phone #: 403 357 1871 Fax #: 403 357 1888

Collateral: General

Block **Description**

Status

Current

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR
INCLUDING MONEY, CASH AND INTANGIBLES

Search ID #: Z13295678

Note:

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

Debtor Name / Address

GROUNDWORKS LANDSCAPING LTD.
PO BOX 6708 STN MAIN
BONNYVILLE, AB T9N 2H2

Reg.#

17060547068

SECURITY AGREEMENT

Result Complete

THIS IS EXHIBIT "31" TO THE
AFFIDAVIT OF EMILY STILL
SWORN BEFORE ME AT Calgary, Alberta,
this 24 day of November, 2020



A Commissioner for Oaths in and for the Province of Alberta

CATRINA WEBSTER
BARRISTER & SOLICITOR

Mortgage
The Land Titles Act - Alberta

The address of the Bank in Alberta is 4902 Gaetz Avenue, Red Deer, Alberta, T4N 4A8

I/WE, The Generation Corporation of 4207 - 53 Street Close, Innisfail, Alberta, T4G 1P9

hereinafter called the "Mortgagor"

being registered as owner of an estate in fee simple in possession, subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon, in consideration of the sum of TWO (\$2.00) DOLLARS paid to me/us from time to time by The Toronto-Dominion Bank (hereinafter called the "Bank") charge the land hereinafter particularly described, namely:

Full Legal
Description of
Mortgaged
Property

First:

Plan 8023047
Block 2
Lot 2A
Excepting thereout all mines and minerals

Second:

Plan 7722535
Block 2
Lot 3
Excepting thereout all mines and minerals

being the whole of the said Parcel with payment to the Bank ON DEMAND of up to the principal amount of Six Million, Four Hundred Twelve Thousand, Five Hundred -----

Principal Amount
of Mortgage

(\$6,412,500.00) DOLLARS

* Insert Fixed
or Margle Rate
and Delete
Inapplicable
Bracketed
Wording

with interest thereon ~~at the rate of 10.00000000%~~ (at the rate equal to the Bank's Prime Rate - defined below - charged on loans by the Bank in Canadian dollars plus 5.000 %*) per annum calculated and payable monthly, not in advance, before and after maturity, default and judgment with interest on overdue interest at the rate aforesaid and all other amounts charged to the Mortgagor hereunder (the said principal amount, interest and other amounts being hereinafter referred to as the "Indebtedness") and taxes and performance of statute labour and observance and performance of all covenants, provisos and conditions herein contained. Any payment appropriated as a permanent reduction of this mortgage shall be first applied against interest accrued hereunder. If applicable, "Prime Rate" means the rate of interest per annum established and reported by the Bank to the Bank of Canada from time to time as the reference rate of interest for the determination of interest rates that the Bank charges to customers of varying degrees of credit worthiness in Canada for Canadian dollar loans made by it in Canada.

OBLIGATIONS SECURED

THE MORTGAGOR agrees that this mortgage is a continuing collateral security and that the Indebtedness hereby secured shall include all current or running accounts and all monies and liabilities whether direct or indirect, absolute or contingent, now or hereafter owing, wheresoever or howsoever incurred from or by the Mortgagor, as principal or surety, whether alone or jointly with any other person and in whatever name style or firm, whether otherwise secured or not and whether arising from dealings between the Bank and the Mortgagor from other dealings or proceedings by which the Bank may become a creditor of the Mortgagor including, without limitation, advances upon overdrawn account or upon bills of exchange, promissory notes or other obligations discounted for the Mortgagor or otherwise, all bills of exchange, promissory notes and other obligations negotiable or otherwise representing money and liabilities, or any portion thereof, now or hereafter owing or incurred from or by the Mortgagor and all interest, damages, costs, charges and expenses which may become due or payable to the Bank or may be paid or incurred by the Bank, upon or in respect of the said money and liabilities or any portion thereof, all premiums of insurance upon the buildings, fixtures and improvements now or hereafter brought or erected upon the said lands (which buildings, fixtures, improvements and the lands and premises shall hereinafter be referred to as the "Mortgaged Property" unless the context otherwise provides), which may be paid by the Bank and taxes.

AND THE MORTGAGOR further covenants and agrees with the Bank that the Mortgagor will assume and pay all costs, charges and expenses, including solicitors' costs, charges and expenses as between solicitor and his own client, of the Bank relating to the preparation and registration of this mortgage or to the collection, enforcement, realization or protection of the security herein contained or the monies due and payable hereunder, including foreclosure or execution proceedings commenced by the Bank or any other party, and until paid the same shall be part of the principal hereby secured and be a charge on the Mortgaged Property in favour of the Bank, carrying interest at the rate aforesaid, prior to all claims thereon subsequent to this mortgage.

DEFEASANCE

PROVIDED, however, this mortgage to be void UPON REPAYMENT of the Indebtedness upon demand or UPON PERMANENT REPAYMENT of the Indebtedness with written notice to such effect to the Bank.

Spousal Consent (Delete if Inapplicable)

~~XXXX
XX~~

PROMISE TO PAY TITLE INSURANCE

THE MORTGAGOR covenants with the Bank THAT: he will ON DEMAND pay the Indebtedness and observe all provisos contained herein; he has a good title in fee simple to the Mortgaged Property, save and except prior registered encumbrances; he has the right to charge the Mortgaged Property to the Bank; on default the Bank shall have quiet possession of the Mortgaged Property free from all encumbrances, save as aforesaid; he will execute such further assurances of the Mortgaged Property as may be requisite; and he will insure the Mortgaged Property to an amount of not less than the principal amount hereby secured in dollars of lawful money of Canada, PROVIDED that if and whenever such amount be greater than the insurable value of the buildings, fixtures and improvements now or hereafter brought or erected upon the lands and premises, such insurance shall not be required to any greater extent than such insurable value and if and whenever such amount shall be less than the insurable value the Bank may require such insurance to the full insurable value. It is further agreed that the Bank may require any insurance hereunder to be cancelled and new insurance effected by an insurer to be approved by it and also may of its own accord effect or maintain any insurance herein provided for, and any amount paid by it therefor shall be forthwith payable to it with interest at the aforesaid rate by the Mortgagor and shall be a charge upon the Mortgaged Property prior to all claims thereon subsequent to this mortgage.

REPAIRS AND MAINTENANCE

THE MORTGAGOR covenants with the Bank that he will keep the Mortgaged Property in good condition and repair, and that the Bank may, whenever it deems it necessary, by its surveyor or agent enter upon and inspect the Mortgaged Property and the reasonable cost of such inspection shall be added to the Indebtedness, and that if the Mortgagor or those claiming under him neglect to keep the Mortgaged Property in good condition and repair or commit any act of waste on the Mortgaged Property or do anything by which the value of the Mortgaged Property shall be diminished, as to all of which the Bank shall be sole judge, or make default as to any of the covenants or provisos herein contained, the Indebtedness shall, at the option of the Bank, forthwith become due and payable, and in default of payment thereof the powers of entering upon, leasing and selling hereby given may, subject to applicable law, be exercised forthwith, and the Bank may make such repairs as it deems necessary and the cost thereof with interest thereon at the aforesaid rate shall be a charge upon the Mortgaged Property prior to all claims thereon subsequent to this mortgage.

OBLIGATION TO BUILD DILIGENTLY

THE MORTGAGOR covenants with the Bank that if the Mortgagor fails at any time for a period of ten days to diligently carry on the work of construction of any building or buildings being or to be erected on the Mortgaged Property or, without the consent in writing of the Bank, departs in such construction from any plans and specifications thereof approved by the Bank or from the generally accepted standards of construction in the locality of the Mortgaged Property, or permits any mechanics' or other lien to be registered against the Mortgaged Property for any period exceeding thirty days, the Bank at its option at any time thereafter through its agents or contractors may enter the Mortgaged Property and have exclusive possession thereof and of all materials, plant, gear and equipment thereon free of interference from or by the Mortgagor and proceed to complete the construction of the building or buildings either according to the said plans and specifications or according to other plans, specifications or design as the Bank in its absolute discretion shall elect, and all expenses of every nature incurred by the Bank in going into possession and securing and in completing and equipping the building or buildings or in any way in connection therewith shall be payable by the Mortgagor to the Bank, and at the aforesaid rate shall be a charge upon the Mortgaged Property prior to all claims thereon subsequent to this mortgage.

POWER TO LEASE OR SELL MORTGAGED PROPERTY

PROVIDED that the Bank, on default of payment of the Indebtedness or any portion thereof for the minimum default period, on giving the minimum notice, according to applicable law, may enter on, lease or sell the Mortgaged Property. Provided further that, on default of payment for the relevant minimum default period, according to applicable law, the foregoing powers of entry, leasing and selling may be exercised by the Bank without any notice whatsoever.

RIGHTS OF
BANK IN
SALE OF
MORTGAGED
PROPERTY

THE BANK, in the event of default by the Mortgagor in payment of the Indebtedness or any portion thereof, may sell the Mortgaged Property or any part thereof by public auction or private sale for such price as can reasonably be obtained therefor and on such terms as to credit and otherwise and with such conditions of sale as it shall in its discretion deem proper and, in the event of any sale on credit or for cash or for part cash and part credit, the Bank shall not be accountable for or be charged with any monies until actually received by it; and the Bank may rescind or vary any contract of sale and may buy in and resell the Mortgaged Property or any part thereof without being answerable for loss occasioned thereby; and no purchaser shall be bound to enquire into the legality, regularity or propriety of any sale or be affected by notice of any irregularity or impropriety; and no lack of default or want of notice or other requirement or any irregularity or impropriety of any kind shall invalidate any sale hereunder, but the Bank alone shall be responsible; and the Bank may sell without entering into actual possession of the Mortgaged Property and while in possession shall be accountable only for monies which are actually received by it and sales may be made from time to time of parts of the Mortgaged Property to satisfy any portion of the Indebtedness, leaving the residue thereof secured hereunder on the remainder of the Mortgaged Property, or may take proceedings to sell and may sell the Mortgaged Property for any portion of the Indebtedness subject to the balance of any Indebtedness not yet due at the time of the said sale; and the costs of any sale proceedings hereunder, whether such sale proves abortive or not, and all costs, charges and expenses, including solicitors' costs, charges and expenses as between solicitor and his own client incurred in taking, recovering or keeping possession of the Mortgaged Property or in enforcing the personal remedies under this mortgage or by reason of non-payment or in procuring payment of the monies payable hereunder shall be payable forthwith by the Mortgagor.

APPOINTMENT
OF RECEIVER

If the Mortgagor shall be in default in the observance or performance of any of the terms, conditions, covenants or payments described herein or in any additional or collateral security given by the Mortgagor to the Bank then the Bank may in writing appoint any person, whether an officer or employee of the Bank or not, to be a receiver of the Mortgaged Property and the rents and profits derived therefrom, and may remove the receiver so appointed and appoint another in his stead. The term "receiver" as used in this mortgage includes a receiver and manager. The following provisions shall apply to this paragraph:

- (a) The receiver so appointed is conclusively the agent of the Mortgagor and the Mortgagor shall be solely responsible for the acts or defaults and for the remuneration and expenses of the receiver. The Bank shall not be in any way responsible for any misconduct or negligence on the part of the receiver and may, from time to time, fix the remuneration of the receiver and be at liberty to direct the payment thereof from proceeds collected.
- (b) Nothing contained herein and nothing done by the Bank or by the receiver shall render the Bank a mortgagee in possession or responsible as such.
- (c) All monies received by the receiver, after providing for payment and charges ranking prior to this mortgage and for all costs, charges and expenses of or incidental to the exercise of any of the powers of the receiver as hereinafter set forth, shall be applied in or towards satisfaction of the monies owing pursuant to this mortgage.
- (d) The receiver so appointed shall have power to:
 - (i) take possession of, collect rents and profits and get in, the property charged by this mortgage and any additional or collateral security granted by the Mortgagor to the Bank and for that purpose may take any proceedings, be they legal or otherwise, in the name of the Mortgagor or otherwise;
 - (ii) carry on or concur in carrying on the business which the Mortgagor is conducting on and from the Mortgaged Property and for that purpose may borrow money on the security of the Mortgaged Property in priority to this mortgage;
 - (iii) lease all or any portion of the Mortgaged Property and for this purpose execute contracts in the name of the Mortgagor which said contracts shall be binding upon the Mortgagor.
- (e) The rights and powers conferred herein are supplemental to and not in substitution for any other rights which the Bank may have from time to time.

TAKING
POSSESSION
OF PERSONAL
PROPERTY

PROVIDED that the Bank may distrain for arrears of any portion of the Indebtedness. The Mortgagor hereby waives the right to claim exemption of, and agrees that the Bank shall not be limited to, the amount for which the Bank may distrain.

QUIET
POSSESSION

PROVIDED that until default of payment the Mortgagor shall have quiet possession of the Mortgaged Property.

RELEASE OF
MORTGAGED
PROPERTY
BY BANK

IT IS FURTHER AGREED by the Mortgagor that the Bank may at its discretion at all times release any part or parts of the Mortgaged Property or any other security or any surety for the Indebtedness or any portion thereof either with or without any sufficient consideration therefor, without responsibility therefor and without thereby releasing any other part of the Mortgaged Property or any person from this mortgage or from any of the covenants herein contained and without being accountable to the Mortgagor for the value thereof or for any money except that actually received by the Bank, it being expressly agreed that every part or lot into which the Mortgaged Property is or may hereafter be divided does and shall stand charged with the whole of the Indebtedness. PROVIDED that no extension of time given by the Bank to the Mortgagor or anyone claiming under the Mortgagor or any other dealing by the Bank with the owner or owners of the equity of redemption of the Mortgaged Property or of any part thereof shall in any way affect or prejudice the rights of the Bank against the Mortgagor or any other person liable for the payment of the Indebtedness or any portion thereof.

PAYMENT
OF OTHER
CHARGES
BY BANK

AND IT IS FURTHER AGREED by the Mortgagor that the Bank may satisfy any charge now or hereafter existing or to arise or be claimed upon the Mortgaged Property, and the amount so paid shall be added to the Indebtedness and bear interest at the aforesaid rate and shall be forthwith payable by the Mortgagor to the Bank and in default of payment, the Indebtedness, at the option of the Bank, shall forthwith become due and payable and the power of sale hereby given may be exercised forthwith without any notice. And, in the event of the Bank satisfying any such charge or claim, the Bank shall be entitled to all equities and securities of the person or persons so paid off and it may retain any discharge unregistered for six months and thereafter as long as it may think proper.

SALE OR
TRANSFER OF
MORTGAGED
PROPERTY BY
MORTGAGOR

AND THE MORTGAGOR covenants and agrees with the Bank that he will not, without the prior consent in writing of the Bank, sell, transfer or otherwise dispose of the Mortgaged Property or any portion thereof or any interest therein; and, in the event of such sale, transfer or other disposition, without the consent of the Bank, the Indebtedness shall, at the option of the Bank, forthwith become due and payable.

MORTGAGE
NOT A
SUBSTITUTE
FOR ANY
OTHER
SECURITY

PROVIDED ALWAYS and it is hereby expressly agreed by the Mortgagor that this mortgage shall not create any merger, rebate or discharge of any debt owing to the Bank or of any lien, bond, promissory note, bill of exchange or other security held by or which may hereafter be held by the Bank, whether from the Mortgagor or any other party or parties whomsoever, and this mortgage shall not in any way affect any security held or which may hereafter be held by the Bank for the Indebtedness or any portion or portions thereof or the liability of any endorser or any other person or persons upon any such lien, bond, bill of exchange, promissory note or other security or contract or any renewal or renewals thereof held by the Bank for or on account of the Indebtedness or any portion or portions thereof nor shall the remedies of the Bank in respect thereof be affected in any manner whatsoever. PROVIDED further that the taking of a judgment or judgments against the Mortgagor on any of the covenants herein contained shall not operate as a merger of the said covenants or affect the Bank's right to interest on the Indebtedness at the rate payable by the Mortgagor to the Bank, and further that any such judgment may provide that interest thereon shall be computed at the same rate until such judgment shall have been fully paid and satisfied.

BANK MAY
APPROPRIATE
PAYMENTS
TO ANY DEBT

AND IT IS FURTHER UNDERSTOOD AND AGREED that the Bank shall have the right at any time, subject to applicable law, to appropriate any payment made as a temporary or permanent reduction of any portion of the Indebtedness, whether the same be represented by open account, overdraft or by any bills, notes or other instruments and whether then due or to become due, and may from time to time, subject to applicable law, revoke or alter such appropriation and appropriate such payment as a temporary or permanent reduction of any other portion of the Indebtedness as the Bank in its sole and uncontrolled discretion may see fit.

MORTGAGE
CONTINUING
SECURITY

AND IT IS FURTHER UNDERSTOOD AND AGREED that this mortgage may secure a current or running account and shall stand as a continuing collateral security to the Bank for the payment of the Indebtedness and all interest, damages, costs, charges and expenses which may become due or payable to the Bank or which may be paid or incurred by the Bank upon or in respect of the Indebtedness or any portion thereof notwithstanding any fluctuation or change in the amount, nature or form of the Indebtedness or in the bills, notes or other obligations now or hereafter representing the same or any portion thereof or in the names of the parties to the said bills, notes or obligations or any of them.

TAXES

AND THE MORTGAGOR covenants and agrees with the Bank that he will in each year within ten (10) days after the same become due and payable produce to and leave with the Bank the duly received tax bills for that year covering the Mortgaged Property.

CONDOMINIUMS
BANK'S RIGHT
TO VOTE

If a condominium unit or units are part of the Mortgaged Property, the Bank by accepting delivery of and registering this mortgage authorizes and empowers the Mortgagor to vote or consent or not to consent respecting all matters relating to the affairs of the relevant Condominium Corporation provided that:

- (a) the Bank may at any time upon written notice to the Mortgagor and the Condominium Corporation revoke this authorization; in such case
- (b) the Bank shall not be under any obligation to vote or consent or not to consent as aforesaid to protect the interests of the Mortgagor; and
- (c) the exercise by the Bank of its right to vote or consent or not to consent as aforesaid shall not constitute the Bank a mortgagee in possession.

For the better securing to the Bank the repayment in the manner aforesaid of the principal sum and interest and other mortgage monies hereby secured, the Mortgagor does hereby mortgage to the Bank all its estate and interest in the land above described.

IT IS HEREBY AGREED that wherever in this mortgage the word "Mortgagor" is used the same shall extend to and include the heirs, executors, administrators, successors and assigns of the Mortgagor, and wherever in this mortgage the word "Bank" is used the same shall extend to and include the successors and assigns of the Bank and wherever the singular or masculine is used the same shall be construed as meaning the plural or the feminine or the neuter where the context or the parties hereto so require.

IT IS UNDERSTOOD AND AGREED that this mortgage shall be deemed to be made in and shall be construed according to the laws of the province of Alberta.

The Mortgagor acknowledges having received a true copy of this mortgage.

DATED this 8 day of January, 2019.

Witness

Witness

The Generation Corporation

Per: _____

Per: Danielle Loy (Affix Seal)

ENCUMBRANCES REFERRED TO:

This Mortgage is subject to prior Registrations, if any.

Branch must
insert date and
initial as required

DATE RECEIVED	

RECORDED	_____
APPROVED	_____

Consent of Spouse

I, _____, being married to _____, do hereby give my consent to the disposition of our homestead, made in this Instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by THE DOWER ACT, to the extent necessary to give effect to the said disposition.

Signature of Spouse

Certificate of Acknowledgement by Spouse

1. This document was acknowledged before me by _____ apart from her husband (or his wife).
2. _____ acknowledged to me that she (or he),
 - (a) is aware of the nature of the disposition;
 - (b) is aware that THE DOWER ACT gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
 - (c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her (or him) by THE DOWER ACT to the extent necessary to give effect to the said disposition;
 - (d) is executing the document freely and voluntarily without any compulsion on the part of her husband (or his wife).

Dated at _____, in the Province of _____
this ____ day of _____, ____
month year

A Commissioner for Oaths in and for the Province of Alberta

Affidavit

Canada } I,
Province of Alberta } of the _____ of
To Wit: } in the _____

MAKE OATH AND SAY:

1. That I am the mortgagor named in the within Instrument.
2. That I am not married
or
That neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

SWORN before me at _____ }
in the Province of _____ }
this ____ day of _____, ____
month year

A Commissioner for Oaths in and for the Province of Alberta

Affidavit of Execution

Canada } I,
Province of Alberta } of the _____ of
To Wit: } in the _____

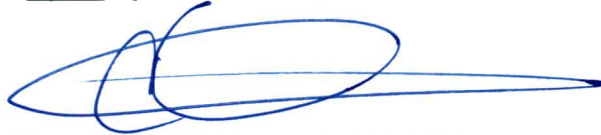
MAKE OATH AND SAY:

1. That I was personally present and did see named in the within Instrument, who is/are personally known to me to be the person(s) named therein, duly sign, seal and execute the same for the purpose named therein.
2. That the same was executed at _____ of _____ in the _____ and that I am the subscribing witness thereto.
3. That I know the said _____ and they are in my belief of the full age of eighteen years.

SWORN before me at _____ }
in the Province of _____ }
this ____ day of _____, ____
month year

A Commissioner for Oaths in and for the Province of Alberta

THIS IS EXHIBIT "32" TO THE
AFFIDAVIT OF EMILY STILL
SWORN BEFORE ME AT Calgary, Alberta,
this 24 day of November, 2020

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

A Commissioner for Oaths in and for the Province of Alberta

CATRINA WEBSTER
BARRISTER & SOLICITOR



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0010 347 912 8023047;2;2A 132 187 655 +1

LEGAL DESCRIPTION
PLAN 8023047
BLOCK 2
LOT 2A
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.897 HECTARES (2.22 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;28;35;27;SW

MUNICIPALITY: TOWN OF INNISFAIL

REFERENCE NUMBER: 812 056 407

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
132 187 655	25/06/2013	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

THE GENERATION CORPORATION.
OF 4207-53 STREET CLOSE
INNISFAIL
ALBERTA T4G 1P9
(DATA UPDATED BY: CHANGE OF ADDRESS 172137591)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
752 119 453	05/09/1975	UTILITY RIGHT OF WAY GRANTEE - ALBERTA GOVERNMENT TELEPHONES.
812 176 760	24/07/1981	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC. 320 - 17 AVENUE S.W. CALGARY ALBERTA T2S2Y1

000290

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
------------------------	--------------	-------------

(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
OF WAY 002307981)

(DATA UPDATED BY: CHANGE OF NAME 052017448)

192 015 251	18/01/2019	MORTGAGE MORTGAGEE - THE TORONTO DOMINION BANK. 4902 GAETZ AVENUE RED DEER ALBERTA T4G1P9 ORIGINAL PRINCIPAL AMOUNT: \$6,412,500
192 015 252	18/01/2019	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - THE TORONTO DOMINION BANK. 4902 GAETZ AVENUE, RED DEER ALBERTA T4N4A8 AGENT - CHRISTOPHER R WARREN

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 24 DAY OF
NOVEMBER, 2020 AT 09:40 A.M.

ORDER NUMBER: 40569192

CUSTOMER FILE NUMBER: 152.3180



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0010 347 862 7722535;2;3 132 187 655

LEGAL DESCRIPTION
PLAN 7722535
BLOCK 2
LOT 3
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.781 HECTARES (1.93 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;28;35;27;SW

MUNICIPALITY: TOWN OF INNISFAIL

REFERENCE NUMBER: 792 020 923

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
132 187 655	25/06/2013	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS
THE GENERATION CORPORATION.
OF 4207-53 STREET CLOSE
INNISFAIL
ALBERTA T4G 1P9
(DATA UPDATED BY: CHANGE OF ADDRESS 172137591)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
NUMBER		
812 174 945	22/07/1981	UTILITY RIGHT OF WAY GRANTEE - ALTALINK MANAGEMENT LTD. 2611 - 3 AVE SE CALGARY ALBERTA T2A7W7

(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
OF WAY 022207185)
(DATA UPDATED BY: CHANGE OF ADDRESS 092059444)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
------------------------	--------------	-------------

122 197 669	21/06/2012	CAVEAT RE : UTILITY RIGHT OF WAY CAVEATOR - FORTISALBERTA INC. 700, 801-7 AVE SW CALGARY ALBERTA T2S2V1 AGENT - LOGAN JOHN MURIAS
192 015 251	18/01/2019	MORTGAGE MORTGAGEE - THE TORONTO DOMINION BANK. 4902 GAETZ AVENUE RED DEER ALBERTA T4G1P9 ORIGINAL PRINCIPAL AMOUNT: \$6,412,500
192 015 252	18/01/2019	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - THE TORONTO DOMINION BANK. 4902 GAETZ AVENUE, RED DEER ALBERTA T4N4A8 AGENT - CHRISTOPHER R WARREN

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 24 DAY OF
NOVEMBER, 2020 AT 09:41 A.M.

ORDER NUMBER: 40569219

CUSTOMER FILE NUMBER: 152.3180



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

THIS IS EXHIBIT "33" TO THE
AFFIDAVIT OF EMILY STILL
SWORN BEFORE ME AT Calgary, Alberta,
this 24 day of November, 2020

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

A Commissioner for Oaths in and for the Province of Alberta

CATRINA WEBSTER
BARRISTER & SOLICITOR

CAVEAT

TO the Registrar of the North Alberta Land Registration District

TAKE NOTICE that **The Toronto-Dominion Bank, 4902 Gaetz Avenue, Red Deer, Alberta, T4N 4A8** claims an interest in the hereinafter described lands by way of a **GENERAL ASSIGNMENT OF RENTS & LEASES** Agreement between **The Generation Corporation** as "Borrower" and **The Toronto-Dominion Bank**, a copy of which is attached hereto, in:

First:
Plan 8023047
Block 2
Lot 2A
Excepting thereout all mines and minerals
Second:
Plan 7722535
Block 2
Lot 3
Excepting thereout all mines and minerals

standing in the register in the name of The Generation Corporation and forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to the said claim.

I APPOINT **4902 Gaetz Avenue, Red Deer, Alberta, T4N 4A8** as the place at which notice of proceedings relating hereto may be served.

DATED this 8 day of January, 2019.

WARREN SINCLAIR LLP

PER: Chris Warren
Christopher R. Warren
Solicitor and Agent of the Caveator

AFFIDAVIT IN SUPPORT OF CAVEAT
(A.R. 480/81; 195/85 Form 27 s. 131)

I, Christopher R. Warren, of Red Deer, in the Province of Alberta, Solicitor, MAKE OATH AND SAY:

1. I am agent for the caveator.
2. I believe that the caveator has a good and valid claim upon the said land, and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN before me at Red Deer,)
in the Province of Alberta, this)
9 day of January, 2019.)

Chris Warren
Christopher R. Warren

Allona L. Stendie
A Commissioner for Oaths in and
for the Province of Alberta

Allona L. Stendie
A Commissioner for Oaths
in and for Alberta.
My Commission expires July 9, 2019



This agreement and assignment is made as of the 8 day of January, 2019
BETWEEN:

The Generation Corporation of 4207 - 53 Street Close, Innisfail, Alberta, T4G 1P9
a corporation incorporated under the laws of Alberta, (hereinafter called the "Assignor") of the first part,

- and -

The Toronto-Dominion Bank, a Canadian chartered Bank (hereinafter called the "Assignee") of the second part,

Whereas the Assignor is the owner of the Lands subject to the Mortgage;

And Whereas in order to secure payment of the Obligations, the Assignor has agreed to assign the Leases and Rents to the Assignee as provided herein;

Now therefore this agreement and assignment witnesses that in consideration of the premises and the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree as follows:

1. Interpretation

In this agreement and assignment, unless there is something in the subject matter or context inconsistent therewith,

- (a) "Lands" means the lands and premises described in Schedule A attached to this agreement and assignment.
- (b) "Leases" means:
 - (i) every existing and future lease or sublease of, and agreement to lease or sublease, the whole or any portion of the Assignor's interest in the Lands;
 - (ii) every existing and future tenancy, agreement as to use or occupation and licence in respect of the whole or any portion of the Lands, whether or not pursuant to any written lease, agreement or licence;
 - (iii) every existing and future indemnity or guarantee of all or any of the obligations of any existing or future Tenant of the whole or any portion of the Lands; and
 - (iv) every existing and future assignment and agreement to assume the obligations of Tenants of the whole or any portion of the Lands;
- (c) "Mortgage" means a registered charge/mortgage of the Lands, in the amount of Six Million Four Hundred Twelve Thousand Five Hundred (\$6,412,500.00) from the Assignor to the Assignee, which was signed, or for which an Acknowledgement and Direction was signed, on January 2019 and any amendments or modifications thereto and any mortgage or mortgages made or take in substitution thereof.
- (d) "Obligations" means the indebtedness and liability of the Assignor to the Assignee that is secured by the Mortgage.
- (e) "Rents" means all rents and other monies now due and payable or hereafter to become due and payable and the benefit of all covenants of Tenants, indemnitors and guarantors, under or in respect of the Leases.
- (f) "Tenant" means any lessee, sublessee, licensee or grantee of a right of use or occupation under a Lease and that person's successors and permitted assigns.

2. Assignment

As continuing collateral security for payment of the Obligations, the Assignor hereby assigns to the Assignee and creates a security interest in all of the Assignor's right, title, benefit and interest in and to the following:

- (a) the Leases and all benefits, powers, options and advantages of the Assignor to be derived therefrom and all covenants, obligations, undertakings and agreements of Tenants, thereunder; and
- (b) the Rents, with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and to enforce payment of the Rents and performance of the obligations of the Tenants, indemnitors and guarantors under the Leases in the name of the Assignor or the owner from time to time of the Lands.

3. Representations and Covenants of the Assignor

The Assignor hereby represents to, and covenants and agrees with, the Assignee that:

- (a) none of the Rents has been or will be paid more than one month in advance (except, if so provided in the Lease, for payment of rent for the last month of the term);
- (b) there has been no default of a material nature under any of the existing Leases which has not been remedied by any of the parties thereto;
- (c) it will observe and perform all of its obligations under each of the Leases and will not do or permit to be done anything that could reasonably be expected to adversely affect the enforceability of any Lease;
- (d) it will not surrender or materially modify, alter or amend any Lease or consent to an assignment of the Tenant's interest under any Lease without first obtaining the consent in writing of the Assignee;
- (e) it will not at any time assign, grant a security interest in or otherwise encumber its interest under any Lease or the Rents due or to become due thereunder, or any part thereof, other than to the Assignee; and
- (f) it will not lease or agree to lease any of the Lands except at a rent and on terms and conditions which a prudent landlord would expect to receive for such premises, and except to Tenants to whom a prudent landlord would rent the particular premises.

4. Dealing with Rents by the Assignor

Subject to paragraph 3(a) above, the Assignor shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of the particular Lease unless and until the Assignor is in default in payment of any of the Obligations or in observing or performing any covenant, obligation or condition under this agreement and assignment or any other agreement collateral hereto. After the occurrence and during the continuation of a default, the Assignee may deliver a written notice to any Tenant under any of the Leases directing it to pay the Rents payable under its Lease to the Assignee, and such notice shall be good and sufficient authority for the Tenant in so doing.

5. Rights and Duties of the Assignee

Nothing contained herein or in any statute shall have the effect of making the Assignee, its successors or assigns, responsible for the collection of any Rents or for the observance or performance of any covenant, obligation or condition under any of the Leases to be observed or performed by the Assignor, and the Assignee shall not, by virtue of this agreement and assignment or its receipt of any Rents, become or be deemed a mortgagee in possession of the Lands, and the Assignee shall not be under any obligation to take any action or exercise any remedy for the collection or recovery of any Rents or to enforce the performance of the obligations of any person under or in respect of any of the Leases; and the Assignee shall be liable to account only for such Rents as it shall actually receive, less all costs and expenses incurred by the Assignee in the collection thereof.

6. Further Assurances

The Assignor hereby agrees to execute such further documents and instruments and to do all such further acts and things as may be reasonably required by the Assignee from time to time to perfect and to carry out the purpose and intent of this agreement and assignment.

7. Additional Continuing Security

This agreement and assignment is being taken as additional collateral security for payment of the Obligations, and none of the rights or remedies of the Assignee under the Mortgage or any other security held by the Assignee shall be delayed or in any way prejudiced by the entering into of this agreement and assignment; and following delivery by the Assignee to the Assignor of a discharge of the Mortgage this agreement and assignment shall be of no further force or effect.

8. Indemnity

The Assignor shall reimburse, indemnify and hold harmless the Assignee for and from any and all expenses, losses, damages and liabilities which the Assignee may reasonably incur by reason of this agreement and assignment and the exercise by or on behalf of the Assignee of any rights under this agreement and assignment.

9. Benefit of this Agreement

This agreement and assignment shall enure to the benefit of the successors and assigns of the Assignee and Assignor. This agreement and assignment has been executed by the Assignor by its duly authorized officers as of the date first above written.

The Generation Corporation

Per: 

Name: James Foley Office: President

Per: 

Name: Danielle Foley Office: Secretary

Schedule A
Legal Description of Lands

First:

Plan 8023047

Block 2

Lot 2A

Excepting thereout all mines and minerals

and

Second:

Plan 7722535

Block 2

Lot 3

Excepting thereout all mines and minerals

THIS IS EXHIBIT "34" TO THE
AFFIDAVIT OF EMILY STILL
SWORN BEFORE ME AT Calgary, Alberta,
this 24 day of November, 2020

A handwritten signature in blue ink, consisting of a large, stylized loop followed by a horizontal line that tapers to a point on the right.

A Commissioner for Oaths in and for the Province of Alberta

CATRINA WEBSTER
BARRISTER & SOLICITOR

MLT AIKINS

WESTERN CANADA'S LAW FIRM

MLT Aikins LLP
2100 – 222 3rd Avenue SW
Calgary, Alberta T2P 0B4
T: (403) 693-4300
F: (403) 508-4349

Catrina J. Webster
Direct Line: (403) 693-4347
E-mail: cwebster@mltaikins.com

June 16, 2020

VIA COURIER AND EMAIL
(corporate@warrensinclair.com; cwarren@warrensinclair.com)

Joy Mutuku
Direct Line: (403) 693-5403
E-mail: jmutuku@mltaikins.com

The Generation Corporation
c/o Registered Office
600, 4911 51 Street
Red Deer, Alberta
T4N 6V4

Re: Toronto-Dominion Bank ("TD Bank") Commercial Banking Lending Agreement dated December 24, 2018 and executed by The Generation Corporation on December 28, 2018 (the "Loan Agreement")

We are counsel for TD Bank.

Amounts owing by The Generation Corporation pursuant to the Loan Agreement

Be advised that The Generation Corporation is in default of its covenants under the Loan Agreement. Details of such defaults are well known to The Generation Foundation, but for the purpose of the record, The Generation Foundation is in default of its financial covenants, and has failed to pay amounts owing on the date required for payment, as required pursuant to the Loan Agreement (collectively, the "**Defaults**").

This letter serves as written notice to The Generation Corporation pursuant to the terms of the Loan Agreement of the Defaults.

As of June 15, 2020, The Generation Corporation is indebted to TD Bank in the amount of \$5,551,228.17 with respect to credit facilities provided to The Generation Corporation by TD Bank pursuant to the terms of the Loan Agreement. On behalf of TD Bank, we hereby demand immediate repayment by The Generation Corporation of the outstanding amount of \$5,551,228.17 and enclose a copy of a Notice of Intention to Enforce Security issued by TD Bank in accordance with Section 244(1) of the *Bankruptcy and Insolvency Act*, RSC 1984 c B-3 ("**BIA**").

Amounts owing by Ellis Fabrications Inc. ("**Ellis Fabrications**") Guaranteed by The Generation Corporation

As of June 15, 2020, Ellis Fabrications is indebted to TD Bank in the amount of \$362,337.59 with respect to credit facilities provided by TD Bank to Ellis Fabrications pursuant to the terms of the a Loan Agreement.

Ellis Fabrications is in default of the terms of a Loan Agreement and by letter of June 16, 2020 (copy enclosed), formal written demand has been made by TD Bank on Ellis Fabrications to

immediately pay the \$362,337.59 sum owing and Ellis Fabrications has been served with a Notice of Intention to Enforce Security issued in accordance with Section 244(1) of the *BIA*.

By a Guarantee executed on January 8, 2019 by The Generation Corporation in favour of TD Bank, The Generation Corporation guaranteed payment of all debts and liabilities owed by Ellis Fabrications to TD Bank in an unlimited amount (the "**Guarantee**").

On behalf of TD Bank and pursuant to the Guarantee, we hereby demand immediate payment from The Generation Corporation the sum of \$362,337.59 pursuant to the Guarantee.

To summarize, The Generation Corporation: (i) is indebted to TD Bank in the amount of \$5,551,228.17 with respect to the credit facilities provided to The Generation Corporation by TD Bank pursuant to the terms of the Loan Agreement; and (ii) is indebted to TD Bank in the amount of \$362,337.59 respecting The Generation Corporation's obligations pursuant to the Guarantee, for a total amount owing of \$5,913,565.76.

Be advised that if payment of \$5,913,565.76, together with applicable interest, is not delivered to our office in the form of a certified cheque or bank draft made payable to MLT Aikins LLP, In Trust, within ten (10) days of your receipt of this letter, TD Bank shall exercise such remedies against The Generation Corporation as are available to it pursuant to the Loan Agreement, the Guarantee, the security granted by The Generation Corporation to TD Bank, and as at law generally.

This is a very serious matter. We trust that you will govern yourself accordingly.

Yours truly,

MLT AIKINS LLP



Catrina J. Webster

Enclosures

Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: The Generation Corporation., an Insolvent Corporation

TAKE NOTICE THAT:

1. The Toronto-Dominion Bank ("**TD Bank**"), a secured creditor, intends to enforce its security on the property of The Generation Corporation (the "**Debtor**") described below:
 - A. all of the Debtor's present and after acquired personal property; and
 - B. real property legally described as:

PLAN 8023047
BLOCK 2
LOT 2A
EXCEPTING THEREOUT ALL MINES AND MINERALS

- and -

PLAN 7722535
BLOCK 2
LOT 3
EXCEPTING THEREOUT ALL MINES AND MINERALS.
2. The security that is to be enforced is in the form of:
 - A. a General Security Agreement executed by the Debtor on January 8, 2019; and
 - B. a Mortgage granted by The Generation Corporation in favour of TD Bank on January 8, 2019 in the amount of \$6,412,500.00.
3. The amount of indebtedness secured by the security in favour of TD Bank is \$5,913,565.76 as at June 15, 2020, together with interest to the date of payment, and all costs, charges and expenses incurred by TD Bank, including, without limitation, legal fees on a solicitor and own client (full-indemnity) basis.
4. TD Bank will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice unless the Debtor/Insolvent Corporation consents to an earlier enforcement.

Dated this 16th day of June, 2020.

The Toronto-Dominion Bank, by its counsel, MLT Aikins LLP



Per: _____
Catrina J. Webster - Barrister & Solicitor

The undersigned hereby consents to TD Bank enforcing its security prior to the expiry of the above-noted 10 day period.

The Generation Corporation

Per: _____

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June 16, 2020

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E-mail: jmutuku@mltaikins.com

Ellis Fabrications Inc.
c/o Registered Office
600, 4911 51 Street
Red Deer, Alberta
T4N 6V4

Re: Toronto-Dominion Bank ("TD Bank") Commercial Banking Lending Agreement dated December 27, 2018 and executed by Ellis Fabrications Inc. ("Ellis Fabrications") on December 28, 2018 (the "Loan Agreement")

We are counsel for TD Bank.

Amounts owing by Ellis Fabrications pursuant to the Loan Agreement

Be advised that Ellis Fabrications is in default of its covenants under the Loan Agreement. Details of such defaults are well known to Ellis Fabrications, but for the purpose of the record, Ellis Fabrications is in default of its financial covenants, and has failed to pay amounts owing on the date required for payment, as required pursuant to the Loan Agreement (collectively, the "Defaults").

This letter serves as written notice to Ellis Fabrications pursuant to the terms of the Loan Agreement of the Defaults.

As of June 15, 2020, Ellis Fabrications is indebted to TD Bank in the amount of \$362,337.59 with respect to credit facilities provided to Ellis Fabrications by TD Bank pursuant to the terms of the Loan Agreement. On behalf of TD Bank, we hereby demand immediate repayment by Ellis Fabrications of the outstanding amount of \$362,337.59 and enclose a copy of a Notice of Intention to Enforce Security issued by TD Bank in accordance with Section 244(1) of the *Bankruptcy and Insolvency Act*, RSC 1984 c B-3 ("**BIA**").

Amounts owing by The Generation Corporation Guaranteed by Ellis Fabrications

As of June 15, 2020, The Generation Corporation is indebted to TD Bank in the amount of \$5,551,228.17 with respect to credit facilities provided by TD Bank to The Generation Corporation pursuant to the terms of a Loan Agreement.

The Generation Corporation is in default of the terms of a Loan Agreement and by letter of June 16, 2020 (copy enclosed), formal written demand has been made by TD Bank on The Generation Corporation to immediately pay the \$5,551,228.17 sum owing and The Generation Corporation

has been served with a Notice of Intention to Enforce Security issued in accordance with Section 244(1) of the *BIA*.

By a Guarantee executed on January 8, 2019 by Ellis Fabrications in favour of TD Bank, Ellis Fabrications guaranteed payment of all debts and liabilities owed by The Generation Corporation to TD Bank in an unlimited amount (the "**Guarantee**").

On behalf of TD Bank and pursuant to the Guarantee, we hereby demand immediate payment from Ellis Fabrications the sum of \$5,551,228.17 pursuant to the Guarantee.

To summarize, Ellis Fabrications: (i) is indebted to TD Bank in the amount of \$362,337.59 with respect to the credit facilities provided to Ellis Fabrications by TD Bank pursuant to the terms of the Loan Agreement; and (ii) is indebted to TD Bank in the amount of \$5,551,228.17 respecting Ellis Fabrications' obligations pursuant to the Guarantee, for a total amount owing of \$5,913,565.76.

Be advised that if payment of \$5,913,565.76, together with applicable interest, is not delivered to our office in the form of a certified cheque or bank draft made payable to MLT Aikins LLP, In Trust, within ten (10) days of your receipt of this letter, TD Bank shall exercise such remedies against Ellis Fabrications as are available to it pursuant to the Loan Agreement, the Guarantee, the security granted by Ellis Fabrications to TD Bank, and as at law generally.

This is a very serious matter. We trust that you will govern yourself accordingly.

Yours truly,

MLT AIKINS LLP



Catrina J. Webster

Enclosures

Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: Ellis Fabrications Inc., an Insolvent Corporation

TAKE NOTICE THAT:

1. The Toronto-Dominion Bank ("TD Bank"), a secured creditor, intends to enforce its security on the property of Ellis Fabrications Inc. (the "Debtor") described below:
 - A. all of the Debtor's present and after acquired personal property.
2. The security that is to be enforced is in the form of:
 - A. a General Security Agreement executed by the Debtor on January 8, 2019.
3. The amount of indebtedness secured by the security in favour of TD Bank is \$5,913,565.76 as at June 15, 2020, together with interest to the date of payment, and all costs, charges and expenses incurred by TD Bank, including, without limitation, legal fees on a solicitor and own client (full-indemnity) basis.
4. TD Bank will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice unless the Debtor/Insolvent Corporation consents to an earlier enforcement.

Dated this 16th day of June, 2019.

The Toronto-Dominion Bank, by its counsel, MLT Aikins LLP



Per: _____
Catrina J. Webster - Barrister & Solicitor

The undersigned hereby consents to TD Bank enforcing its security prior to the expiry of the above-noted 10 day period.

Ellis Fabrications Inc.

Per: _____

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June 16, 2020

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Ellis Fabrications Inc.
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We are counsel for TD Bank.

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As of June 15, 2020, Ellis Fabrications is indebted to TD Bank in the amount of \$362,337.59 with respect to credit facilities provided to Ellis Fabrications by TD Bank pursuant to the terms of the Loan Agreement. On behalf of TD Bank, we hereby demand immediate repayment by Ellis Fabrications of the outstanding amount of \$362,337.59 and enclose a copy of a Notice of Intention to Enforce Security issued by TD Bank in accordance with Section 244(1) of the *Bankruptcy and Insolvency Act*, RSC 1984 c B-3 ("**BIA**").

Amounts owing by The Generation Corporation Guaranteed by Ellis Fabrications

As of June 15, 2020, The Generation Corporation is indebted to TD Bank in the amount of \$5,551,228.17 with respect to credit facilities provided by TD Bank to The Generation Corporation pursuant to the terms of a Loan Agreement.

The Generation Corporation is in default of the terms of a Loan Agreement and by letter of June 16, 2020 (copy enclosed), formal written demand has been made by TD Bank on The Generation Corporation to immediately pay the \$5,551,228.17 sum owing and The Generation Corporation

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By a Guarantee executed on January 8, 2019 by Ellis Fabrications in favour of TD Bank, Ellis Fabrications guaranteed payment of all debts and liabilities owed by The Generation Corporation to TD Bank in an unlimited amount (the "**Guarantee**").

On behalf of TD Bank and pursuant to the Guarantee, we hereby demand immediate payment from Ellis Fabrications the sum of \$5,551,228.17 pursuant to the Guarantee.

To summarize, Ellis Fabrications: (i) is indebted to TD Bank in the amount of \$362,337.59 with respect to the credit facilities provided to Ellis Fabrications by TD Bank pursuant to the terms of the Loan Agreement; and (ii) is indebted to TD Bank in the amount of \$5,551,228.17 respecting Ellis Fabrications' obligations pursuant to the Guarantee, for a total amount owing of \$5,913,565.76.

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