

Clerk's Stamp:

COURT FILE NUMBER 2203 12106

COURT OF KING'S BENCH OF ALBERTA

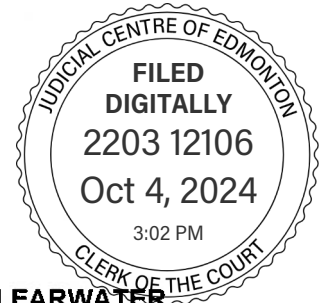
JUDICIAL CENTRE EDMONTON

PLAINTIFF **ATB FINANCIAL**

DEFENDANTS **1719091 ALBERTA LTD., CLEARWATER RADIATOR INC., EDGEWOOD PRODUCTS INC. and MICHAEL DAVID COE**

DOCUMENT **AFFIDAVIT IN SUPPORT OF APPLICATION FOR APPOINTMENT OF A RECEIVER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
Dentons Canada LLP  
2500 Stantec Tower  
10220 – 103 Avenue  
Edmonton, Alberta T5J 0K4  
Ph. (780) 423-7219 Fx. (780) 423-7276  
File No.: 405525-2027  
Lawyer: Tom Gusa



Sworn (or affirmed) on October 3, 2024

I, Yan Fong, of the City of Edmonton, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am a Credit Realization Manager in the Business Asset Realization Team with ATB Financial ("ATB"), the Plaintiff in these proceedings, and as such have knowledge of the facts and matters hereinafter deposed to by me, except where stated to be based upon information and belief and where so stated I do verily believe the same to be true.
2. The Defendants, 1719091 Alberta Ltd. ("**1719 Ltd.**" or the "**Borrower**"), Clearwater Radiator Inc., Edgewood Products Inc. and Michael David Coe are customers and/or debtors of ATB. I am currently the person at ATB directly responsible for the administration of the accounts of the Defendants insofar as the matters raised in the Statement of Claim in these proceedings.
3. I am authorized to make this Affidavit on behalf of ATB.
4. This Affidavit is sworn by me as a supplement to the Affidavit of Default sworn by me in this Action on December 29, 2022, and filed in this Action on January 9, 2023 (the "**Affidavit of Default**").
5. The defined terms within the Affidavit of Default shall have the same meanings within this Affidavit, except where stated to be otherwise.
6. I make this Affidavit in support of an application for the appointment of BDO Canada Limited ("**BDO**") as Receiver of the undertakings, property (real and personal) and assets of 1719 Ltd.

7. 1719 Ltd. is a company incorporated pursuant to the laws of Alberta, with its registered office located in Edmonton, Alberta. Attached hereto and marked as **Exhibit "A"** is a true copy of Alberta Corporate Registry search results for 1719 Ltd..

### OPERATIONS

8. 1719 Ltd. owns a commercial building located in Rocky Mountain House, Alberta at 4504-46 Avenue, Rocky Mountain House, Alberta (the "**Building**"). The Building is located upon lands held as security by ATB for the Indebtedness, pursuant to the Mortgage (as defined below) (the "**Lands**").
9. The Building is approximately 10,000 square feet in size.
10. I specifically note that the last time that ATB was granted access to the Building was in May 2023 for the purposes of obtaining an appraisal of the Building, which appraisal is contained in the Affidavit of Value filed in this Action on May 29, 2023 (the "**Appraisal**").
11. To the best of my information, based upon the Appraisal:
  - (a) the Defendants or parties connected to the Defendants, are tenants within the Building, and operate a licensed cannabis production facility (the "**Cannabis Operation**"); and
  - (b) currently there are growing cannabis crops within the Building (the "**Cannabis**").

### LITIGATION HISTORY

12. ATB commenced this Action for the purposes of, among other things, realizing upon the Original Mortgage, the First Amending Mortgage, the Second Amending Mortgage and the Third Amending Mortgage (as defined in the Affidavit of Default) registered against the Lands (collectively, the "**Mortgage**").
13. ATB initiated a judicial listing process in relation to the Lands (the "**Judicial Listing**").
14. Pursuant to:
  - (a) the Order of Applications Judge L. Smart granted June 12, 2023, the Court approved the Judicial Listing. Attached hereto as **Exhibit "B"** is a true copy of the Order of Applications Judge L. Smart; and
  - (b) the Order of Justice P.B. Michalyshyn granted May 14, 2024, the Court directed the Defendants to provide access to the Lands and the Building for the purposes of the Judicial Listing, on certain terms as set out in the Order. Attached hereto as **Exhibit "C"** is a true copy of the Order of Justice P.B. Michalyshyn.  
  
(collectively, the "**Listing Orders**")
15. As a result of conduct and certain arguments of the Defendants that can be described as conduct of an organized pseudo-legal litigant, the Defendants are presently subject to a *Grepe v. Loam* order in this Action, pursuant to the Order of Associate Chief Justice K.G. Nielsen granted on July 30, 2024 (the "**Nielson Order**"), a copy of which is attached hereto as **Exhibit "D"**.

16. Attached hereto as **Exhibit "E"** is a true copy of the Memorandum of Decision issued by Associate Chief Justice K.G. Nielsen in relation to Nielson Order.

### **CURRENT STATUS**

#### *Compliance with the Listing Orders*

17. Pursuant to the Listing Orders, counsel for the Plaintiff issued a Notice Email (as defined in the Listing Order) to the Defendants on August 14, 2024 (the "**Access Notice**"). Attached hereto and marked as **Exhibit "F"** is a true copy of the Access Notice.
18. I am advised by the judicial realtor appointed by the Plaintiff in this Action, and do verily believe, that the Defendants failed to comply with the Access Notice. Attached hereto and marked as **Exhibit "G"** is a true copy of an email from the judicial listing realtor appointed by the Plaintiff, confirming that no access was granted to the Building and the Lands pursuant to the Access Notice.
19. I specifically note that the realtor suggests in the email noted above that she was 'warned' by the representative of the Defendants to not to return to the Lands.
20. Given the present state of affairs, ATB would be fully within its rights to seek an order for vacant possession of the Lands.

#### *Organized Pseudo-Legal Conduct*

21. On or about September 19, 2024, counsels for the Plaintiff, Tom Gusa and Kurtis Letwin of Dentons Canada LLP, received the correspondence from the Defendants attached hereto as **Exhibit "H"** (the "**OPCA Notice**"), which appears to me to contain further organized pseudo-legal claims and arguments, similar to those previously raised by the Defendants in this Action.
22. The OPCA Notice appears to have also been sent to Associate Chief Justice K.G. Nielsen, various other lawyers with a connection to this Action, and numerous individuals within ATB.

### **INDEBTEDNESS AND SECURITY**

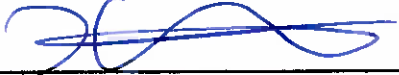
23. The Indebtedness is \$1,680,264.60 as of September 26, 2024. Attached hereto and marked as **Exhibit "I"** is a true copy of a payout statement in relation to the Indebtedness.
24. The last payment made by the Borrower in relation to the Indebtedness September 9, 2022.
25. As security for the Indebtedness, in addition to the Mortgage, 1719 Ltd. granted to ATB a General Security Agreement dated January 13, 2013 (the "**GSA**"). The GSA grants to ATB a security interest in all present and after acquired personal property of 1719 Ltd. Attached hereto and marked as **Exhibit "J"** is a true copy of the GSA.
26. Attached to my Affidavit and marked as **Exhibit "K"** is a true copy of an Alberta Personal Property Registry search with respect to 1719 Ltd.
27. Attached to my Affidavit and marked as **Exhibit "L"** is a true certified copy of title with respect to the Lands.

### APPOINTMENT OF RECEIVER

28. Each of the Mortgage and the GSA (collectively, the "**Security**") allow and provide for the appointment of a Receiver or a Receiver and Manager of the undertakings, property (real and personal) and assets of the Borrower (the "**Receiver**"), in the event of default with respect to its obligations owed in favour of ATB.
29. The Borrower is in default of its obligations to ATB.
30. ATB has demanded repayment of the Indebtedness, and the time period applicable to the demand and notice regarding the Security has expired.
31. The Borrower has not serviced its loans with ATB for over two years.
32. The Borrower is in contempt of the Listing Orders.
33. The potential existence of the Cannabis Operation and the Cannabis create a major barrier that ATB cannot overcome, in that ATB does not hold a license from the appropriate government regulators and it cannot in any fashion take possession of the Cannabis.
34. The continued organized pseudo-legal behaviour of the Defendants also causes ATB concern in the context of conducting a viable standard judicial listing process.
35. I am of the view that, in the present circumstances, it would be impractical to easily and economically realize upon the Lands by way of the Judicial Listing.
36. This Action requires the assistance of a court appointed officer, such as a Receiver, for the protection of the Borrower's estate and the interests of the various other creditors of the Borrower.
37. The use of an independent third party such as a Receiver will assist in accessing and selling the Lands, and will also address the potential issues relating to the Cannabis Operation and the Cannabis, of which there may be many.
38. I am very concerned about the erosion of ATB's security and the preservation of the collateral subject to ATB's security interests.
39. The value of ATB's collateral, and the collateral of other creditors of the Borrower, may be compromised if not preserved by an independent third party such as a Receiver.
40. I am also respectfully of the view that it is just and convenient to appoint a Receiver in these circumstances, and that such an appointment is necessary for the protection of the estate of the Borrowers and ATB's interests.
41. I have spoken to Kevin Meyler of BDO regarding that firm acting as a Receiver of the undertaking, property (real and personal) and assets of the Borrower. BDO has advised that it is prepared to consent to act as Receiver in this matter. ATB supports the appointment of BDO as the Receiver of the undertakings and property of the Borrower.


42. I make this Affidavit *bona fide* in support of an application for the appointment of a receiver in these proceedings.

SWORN before me at the City of )  
Edmonton, in the Province of Alberta )  
this 30<sup>th</sup> day of October, 2024. )

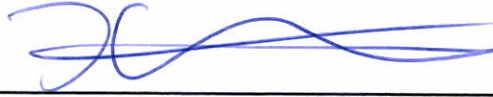


\_\_\_\_\_)  
A Commissioner for Oaths in and for )  
the Province of Alberta )

KURTIS P. LETWIN  
BARRISTER AND SOLICITOR

  
\_\_\_\_\_  
YAN FONG

This is **Exhibit "A"** referred to in the  
Affidavit of Yan Fong  
Sworn before me this 3rd day of October, 2024



---

A Commissioner for Oaths in and for Alberta

KURTIS P. LETWIN  
BARRISTER AND SOLICITOR

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

Date of Search: 2024/10/01  
Time of Search: 08:46 AM  
Search provided by: DENTONS CANADA LLP  
Service Request Number: 43035312  
Customer Reference Number: 405525-2027 TLG/sg

**Corporate Access Number:** 2017190915  
**Business Number:** 817003049  
**Legal Entity Name:** 1719091 ALBERTA LTD.

**Legal Entity Status:** Struck  
**Struck Off Date:** 2024/06/02  
**Alberta Corporation Type:** Numbered Alberta Corporation  
**Registration Date:** 2012/12/18 YYYY/MM/DD

## Registered Office:

**Street:** 100, 10230 142 STREET  
**City:** EDMONTON  
**Province:** ALBERTA  
**Postal Code:** T5N3Y6

## Records Address:

**Street:** 100, 10230 142 STREET  
**City:** EDMONTON  
**Province:** ALBERTA  
**Postal Code:** T5N3Y6

**Email Address:** CORPORATE@RACKELBELZIL.CA

## Directors:

**Last Name:** COE  
**First Name:** MICHAEL  
**Middle Name:** D.  
**Street/Box Number:** BOX 9, SITE 1, RR 3  
**City:** ROCKY MOUNTAIN HOUSE  
**Province:** ALBERTA  
**Postal Code:** T4T2A3

**Voting Shareholders:**

**Last Name:** COE  
**First Name:** MICHAEL  
**Middle Name:** D.  
**Street:** BOX 9, SITE 1, RR 3  
**City:** ROCKY MOUNTAIN HOUSE  
**Province:** ALBERTA  
**Postal Code:** T4T2A3  
**Percent Of Voting Shares:** 100

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

**Share Structure:** AS PER SCHEDULE "A" ATTACHED HERETO  
**Share Transfers Restrictions:** SHARES MAY NOT BE TRANSFERRED WITHOUT THE CONSENT OF THE MAJORITY OF THE BOARD.  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 7  
**Business Restricted To:** THERE ARE NO RESTRICTIONS OF THE BUSINESS OF THE CORPORATION.  
**Business Restricted From:** THERE ARE NO RESTRICTIONS OF THE BUSINESS OF THE CORPORATION.  
**Other Provisions:** AS PER SCHEDULE "B" ATTACHED HERETO

**Other Information:****Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2021	2022/03/25

**Outstanding Returns:**

Annual returns are outstanding for the 2023, 2022 file year(s).

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2012/12/18	Incorporate Alberta Corporation



2015/12/11	Change Director / Shareholder
2018/01/23	Change Address
2020/02/21	Update BN
2022/03/25	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2024/02/02	Status Changed to Start for Failure to File Annual Returns
2024/06/02	Status Changed to Struck for Failure to File Annual Returns

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2012/12/18
Other Rules or Provisions	ELECTRONIC	2012/12/18

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



This is **Exhibit "B"** referred to in the  
Affidavit of Yan Fong  
Sworn before me this 31<sup>st</sup> day of October, 2024

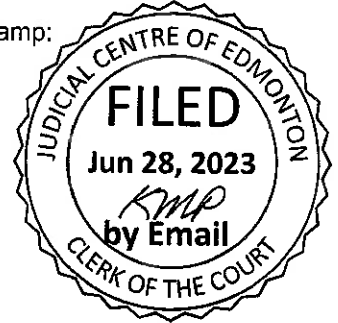


---

A Commissioner for Oaths in and for Alberta

KURTIS P. LETWIN  
BARRISTER AND SOLICITOR

Clerk's Stamp:



COURT FILE NUMBER 2203 12106  
 COURT OF KING'S BENCH OF ALBERTA  
 JUDICIAL CENTRE EDMONTON  
 PLAINTIFF **ATB FINANCIAL**  
 DEFENDANT **1719091 ALBERTA LTD., CLEARWATER RADIATOR INC., EDGEWOOD PRODUCTS INC. AND MICHAEL DAVID COE**

DOCUMENT **LISTING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
 Dentons Canada LLP  
 2500 Stantec Tower  
 10220 – 103 Avenue  
 Edmonton, Alberta T5J 0K4  
 Ph. (780) 423-7219 Fx. (780) 423-7276  
 File No.: 405525-2027  
 Lawyer: Tom Gusa

DATE ON WHICH ORDER WAS PRONOUNCED: June 13, 2023  
 LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, AB  
 NAME OF APPLICATIONS JUDGE/JUSTICE WHO MADE THIS ORDER: L. Smart

UPON the application of the Plaintiff; AND UPON noting the Redemption Order granted in this Action on January 23, 2023 (the "**Redemption Order**");

AND UPON reading the Statement of Claim, the Affidavit of Default, the certified copy of title, and the Affidavit of Value and Valuator's Report, and evidence of service thereof; AND UPON having heard oral submissions or having read written submissions of counsel for the Plaintiff;; AND UPON:

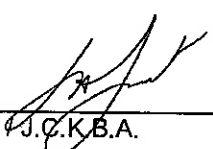
- no one appearing for the Defendants
- hearing from the Defendants
- hearing from counsel for the Defendants

**IT IS HEREBY ORDERED AND DECLARED THAT:**

1. In this order the Mortgaged Lands are:

PLAN 1224449  
 BLOCK 2  
 LOT 12  
 EXCEPTION THEREOUT ALL MINES AND MINERALS

2. If the Indebtedness (as defined in the Redemption Order) has not been repaid by the Redemption Date (as defined in the Redemption Order) then the Mortgaged Lands shall be listed for sale with a licensed real estate agent (the "Realtor") to be selected at the sole discretion of the Plaintiff, upon the terms and conditions mentioned in the directions to realtor attached to this order.
3. The Realtor shall be entitled to post a "FOR SALE" sign of the type customarily posted by a realtor at a conspicuous location on the Mortgaged Lands, which sign shall remain during the period of the judicial listing and shall not be interfered with by any person.
4. During the period of the judicial listing ordered herein, the Defendants and any person in possession of the Mortgaged Lands shall cooperate with the Realtor, and shall allow access to the Mortgaged Lands to the Realtor, any representative of the Realtor, any other realtor approved by the Realtor, and any prospective purchaser, upon receiving (24) hours written notice given by the Realtor for a viewing between 8:00 A.M. and 8:00 P.M.
5. Any and all other real estate listings relative to the Mortgaged Lands shall be cancelled during the period of the judicial listing ordered herein.
6. If the Mortgaged Lands become vacant or abandoned during the course of this action then the Plaintiff may enter the Mortgaged Lands for the purpose of doing any and all things necessary to preserve them, and the Plaintiff shall not be considered a ~~mortgagee in possession or~~ trespasser. *las*
7. Rule 9.4(2) is hereby invoked.

  
\_\_\_\_\_  
A.J.K.B.A. J.C.K.B.A.

**JUDICIAL LISTING AGREEMENT**

TO: The Realtor - \_\_\_\_\_

1. You are hereby given authority as an officer of the Court to list for sale the Mortgaged Lands, as defined in the Redemption Order granted in Action 2203 12106 on June 13, 2023 with the Multiple Listing Service, if any, in effect in the area in which the property is located.
2. The Mortgaged Lands shall be offered for sale subject to registered encumbrances, liens and interests prior to the Plaintiff's mortgage but free and clear of all registered encumbrances, liens and interests subsequent to the Plaintiff's mortgage.
3. The listing price for the Mortgaged Lands shall be \$1,840,000.00 or such higher price(s) as you may recommend after a comparative market analysis is conducted by you prior to the commencement of this judicial listing.
4. The listing shall take effect on the later of the day after the Redemption Date or the date the listing is accepted in writing by the realtor, and shall continue for a period of 90 days thereafter.
5. Within a reasonable time of receiving any offer, you shall forward a true copy of the said offer to counsel for the Plaintiff. If the offer is insufficient to pay out the Plaintiff it may be rejected by the Plaintiff. Otherwise counsel for the Plaintiff shall either apply without notice to reject an offer or apply on notice for the court to consider that offer. Where the Plaintiff rejects an offer, or obtains an order without notice rejecting an offer, it shall forthwith serve the Defendant and subsequent encumbrancers with a copy of such offer.
6. If no offers are received during the listing period, you shall so advise counsel for the Plaintiff in writing, immediately following the expiry of the judicial listing.
7. In the event that, as a result of the listing, a purchaser is introduced whose offer is accepted by the Court, and the transaction is completed by the purchaser paying the full purchase price and title is registered in the name of the purchaser or its nominee, then, in such event, you will receive a commission as follows:

4% of the gross purchase price, plus GST – or such lesser amount as may agreed by you  
– plus applicable taxes thereon
8. You shall have a first charge against the sale proceeds in the amount of any commission payable hereunder. If the Court accepts an offer to purchase and the purchaser fails to complete the purchase, and the Court does not order relief from forfeiture of the deposit, you will retain, as compensation for services rendered, fifty per cent (50%) of the said deposit (provided such amount does not exceed the commission payable had the sale been fully completed) and you will pay the balance of the deposit to counsel for the Plaintiff to be applied against the indebtedness.
9. If the Defendant, any subsequent encumbrancer, or anyone else entitled to do so, pays all principal, interest and other amounts owing under the mortgage at any time after the judicial listing takes effect, or brings the mortgage current after the judicial listing takes effect, there shall be paid as part of the costs of redemption, the reasonable expenses incurred by you as the Realtor during this judicial listing.
10. All offers submitted pursuant to the judicial listing shall, subject to further order of the Court:

- (a) be in writing and shall be signed by the offeror; and
- (b) be subject to the approval and acceptance by the Court on such terms as the Court considers appropriate; and
- (c) provide for a possession date to be determined by the Court; and
- (d) contain and be subject to the terms and conditions as are contained in Schedule "A" which is attached to these directions; and
- (e) be accompanied by a certified cheque or money order payable to your real estate company for the deposit amount referred to in the offer.

11. Nothing in the listing shall:

- (a) affect the right of the Defendant or anyone else entitled to do so to pay all principal, interest and other amounts owing under the mortgage, or to bring the mortgage current or to privately sell the Mortgaged Lands;
- (b) affect the Plaintiff's right to make a proposal to purchase the mortgaged property, if applicable or otherwise acquire the mortgaged property after the expiry of the judicial listing without liability for any real estate commission or any other compensation payable to the Realtor hereunder;
- (c) create or impose any liability on the Plaintiff or the Court for the payment of any real estate commission or other compensation arising out of this listing.

12. The terms of the listing may be modified by the Court on application of any party or subsequent encumbrancer on five days' notice.

ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_

By: \_\_\_\_\_  
An Agent licensed pursuant to the  
*Real Estate Act, R.S.A. 2000, c. R-5*

**SCHEDULE "A" TO THE REAL ESTATE PURCHASE CONTRACT** entered into between  
THE COURT OF KING'S BENCH OF ALBERTA (the "**Seller**")

and

\_\_\_\_\_ (the "**Buyer**")

The terms of this schedule replace, modify or add to the terms of the agreement of purchase and sale (the "**Real Estate Purchase Contract**") to which this schedule is attached. Where there is any inconsistency between the terms of this Schedule and the Real Estate Purchase Contract, the provisions of this Schedule shall prevail.

**AS IS - WHERE IS**

1. The Buyer acknowledges and agrees to purchase the Mortgaged Lands, all buildings and improvements located on the Mortgaged Lands (the "**Property**"), and any and all fixtures ("**Attached Goods**") and chattels ("**Unattached Goods**") included in the Real Estate Purchase Contract or included in the sale of the property, "as is" and agrees with the Seller that neither the Seller, nor its agents or representatives have made any representations or warranties with respect to the Property or any Attached Goods or Unattached Goods included in the sale of the Property. Without limiting the generality of the foregoing, the Buyer agrees that neither the Seller nor its agents have made any representations or warranties with respect to:
  - (a) the condition of any buildings or improvements located on the Property;
  - (b) the condition of any Attached Goods or Unattached Goods included in the Real Estate Purchase Contract or otherwise sold with the Property;
  - (c) whether the Property complies with any existing land use or zoning bylaws or regulations, or municipal development agreements or plans;
  - (d) the location of any buildings and other improvements on the Property and whether such location complies with any applicable municipal bylaws or regulations;
  - (e) whether or not any buildings or improvements located on the Property encroach onto any neighbouring lands or any easements or rights of way;
  - (f) whether or not any buildings or improvements located on any neighbouring lands encroach onto the Property;
  - (g) the size and dimensions of the Property or any building or improvements located thereon;
  - (h) whether or not the Property is contaminated with any hazardous substance; and
  - (i) whether or not any of the buildings or other improvements located on the Property have been insulated with urea formaldehyde insulation.

**OWNERSHIP OF UNATTACHED GOODS**

2. The Buyer agrees that the Seller is selling only such interest as it may have in any Attached goods or Unattached Goods referred to in the Real Estate Purchase Contract, or which may be located on the Property, and the Seller does not warrant that it has title to such Attached Goods or Unattached Goods. Further, the Buyer agrees that the Seller will not be liable for the removal of

any chattels found on the Property prior to or on the date of closing. On closing, the Buyer may have possession of the Attached Goods and Unattached Goods which are then on or about the Property on an "as is" basis, and the Seller will not provide a Bill of Sale, Warranty, or other title document to the Buyer. Further, there will be no adjustment or abatement of any kind to the Purchase Price with respect to any Attached Goods or Unattached Goods.

#### REAL PROPERTY REPORT & COMPLIANCE

3. The Seller is not required to provide the Buyer with a real property report or compliance certificate. Should the Seller provide the Buyer with a copy of a survey or real property report, the Buyer agrees that any use of or reliance upon such document shall be at the Buyer's own risk. The Buyer must satisfy itself that the survey or real property report which the Seller might provide accurately reflects the Property and the buildings and improvements located thereon as they currently exist and the Seller shall not be responsible for any errors or omissions which might exist on such document. The Seller does not represent or warrant the accuracy or validity of the said survey or real property report or compliance certificate.

#### CONDOMINIUM

4. If the Property is a condominium:
  - (a) the Seller is not required to provide any condominium documentation to the Buyer and the Buyer shall be solely responsible to obtain any condominium documentation he may require. Without limiting the generality of the foregoing, the Buyer may obtain on his own and at his sole costs and expenses any estoppel certificate, copy of the condominium bylaws and financial statement for the Condominium Corporation that he may require;
  - (b) the Buyer must satisfy himself with the condition of the condominium unit, the common property, and the financial condition of the condominium corporation and agrees that neither the Seller nor its agents, have made any representations or warranties pertaining to same including, without limiting the generality of the foregoing, the adequacy of any reserve fund the condominium corporation might have, any potential special assessments which might be levied by the condominium corporation or the existence of any legal actions pending against the condominium corporation;
  - (c) the Seller shall be responsible for amounts payable up to the closing date on account of any condominium fees and special assessments levied by the condominium corporation.

#### GOODS AND SERVICES TAX (G.S.T.)

5. In addition to the purchase price payable thereunder, the Buyer shall either pay to the Seller or self-assess and remit directly to the Receiver General of Canada and in either case shall indemnify the Seller against all Goods and Services Tax ("G.S.T.") payable on the purchase price as required by the Excise Tax Act. The Seller will not provide to the Buyer a Certificate of Exempt Supply, or any other certificate certifying that this purchase and sale transaction is not subject to the Goods and Services Tax. Should the Seller either fail to collect G.S.T. from the Buyer or the Buyer fail to self-assess and remit directly the Receiver General of Canada the G.S.T., it shall not be construed by the Buyer as a certification by the Seller that no G.S.T. is payable by the Buyer hereunder, and the Buyer shall remain liable for any G.S.T. which might be payable with respect to this transaction.



ACCEPTANCE BY FACSIMILE

6. The Seller and Buyer agree that this contract may be signed in counterpart, and the acceptance of this offer communicated or confirmed by facsimile transmission shall be binding upon the parties. The Buyer agrees to promptly deliver an executed original Real Estate Purchase Contract to the Seller.

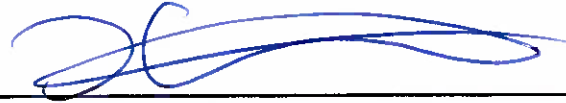
FORECLOSURE PROCEEDING

7. This offer is being made pursuant to or in a Court of King's Bench foreclosure proceeding and, as such, the Offer may be accepted only by Order of said Court and is subject to the terms of that Order. Any agreement arising out of the Seller's acceptance of this Offer is conditional upon the approval thereof by the said Court.

\_\_\_\_\_  
Buyer's Initial

\_\_\_\_\_  
Date

This is **Exhibit "C"** referred to in the  
Affidavit of Yan Fong  
Sworn before me this 31<sup>st</sup> day of October, 2024



---

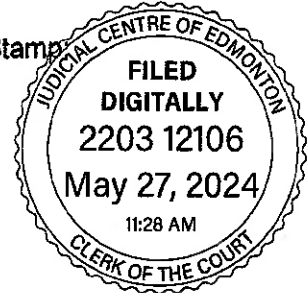
A Commissioner for Oaths in and for Alberta

KURTIS P. LETWIN  
BARRISTER AND SOLICITOR

CERTIFIED *E. Wheaton*  
by the Court Clerk as a true copy of  
the document digitally filed on May  
27, 2024

- 11 -

Clerk's Stamp



COURT FILE NUMBER	2203 12106
COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	ATB FINANCIAL
DEFENDANTS	1719091 ALBERTA LTD., CLEARWATER RADIATOR INC., EDGEWOOD PRODUCTS INC. AND MICHAEL DAVID COE
DOCUMENT	<u>ORDER</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP 2500 Stantec Tower 10220 – 103 Avenue Edmonton, Alberta T5J 0K4 Ph. (780) 423-7219 Fx. (780) 423-7276 Email: tom.gusa@dentons.com File No.: 405525-2027

DATE ON WHICH ORDER WAS PRONOUNCED:

*May 14, 2024*

LOCATION WHERE ORDER WAS PRONOUNCED:

Edmonton, AB

NAME OF JUSTICE WHO MADE THIS ORDER:

*P.B. Michalyskyn*

UPON the application of the Plaintiff; AND UPON being referred to the Listing Order granted in this Action on June 13, 2023 (the "Listing Order"); AND UPON being referred to the Affidavit of Sandra Gmeiner;

AND UPON noting that the Mortgaged Lands in this Action may now be listed for judicial sale under the terms of the Listing Order (the "Listing"), by a licensed realtor appointed by the Plaintiff (any realtor appointed by the Plaintiff in this Action is herein defined as a "Realtor"); AND UPON noting that there are tenants on the Mortgaged Lands in this Action (collectively, a "Tenant"); AND UPON noting that the Realtor will conduct showings of the Mortgaged Lands (collectively, a "Showing");

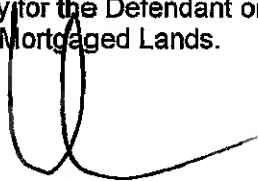
IT IS HEREBY ORDERED THAT:

1. Any notice to be provided to the Defendants pursuant to this Order shall be completed by way of emailing the Defendants at mike@edgewoodproducts.ca (the "Defendants' Email"). Any email sent to the Defendants' Email pursuant to this paragraph is herein defined as a "Notice Email".
2. A Notice Email shall be deemed to be good and sufficient and made as of the time and date on which a Notice Email is sent to the Defendants' Email.
3. Service of a Notice Email on the Defendants' Email shall be deemed to be service upon any Tenant.
4. The Defendants and any Tenant shall have at least 24 hours' advance notice of a Showing of the following Mortgaged Lands:

PLAN 1224449  
BLOCK 2  
LOT 12  
EXCEPTION THEREOUT ALL MINES AND MINERALS

(the "Mortgaged Lands")

5. Notice to be provided pursuant to paragraph 4 hereof shall be completed by way of a Notice Email which contains the time the Realtor will conduct the Showing and which of the Mortgaged Lands will be viewed in the Showing.
6. A Showing may be held only between the hours of 8:00 A.M. and 8:00 P.M.
7. On the condition that a Notice Email is served in accordance with paragraphs 1 and 4 hereof, the Defendants and any Tenant shall cooperate with the Realtor, and shall allow access to the Mortgaged Lands to the Realtor, any representative of the Realtor, any other realtor approved by the Realtor, and any prospective purchaser.
8. In the event the Defendants or any Tenant fails to comply with the terms of this Order, then Plaintiff shall be entitled to apply for the Defendant or Tenant to be held in contempt or for an order for possession of the Mortgaged Lands.



---

J.C.K.B.A.

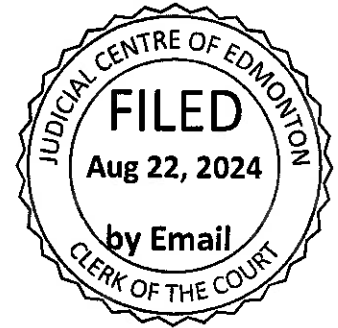
This is **Exhibit "D"** referred to in the  
Affidavit of Yan Fong  
Sworn before me this 30 day of October, 2024



---

A Commissioner for Oaths in and for Alberta

KURTIS P. LETWIN  
BARRISTER AND SOLICITOR



Clerk's Stamp:

ENT AE

COURT FILE NUMBER 2203 12106  
COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE EDMONTON  
PLAINTIFF **ATB FINANCIAL**  
DEFENDANTS **1719091 ALBERTA LTD., CLEARWATER  
RADIATOR INC., EDGEWOOD PRODUCTS INC.  
AND MICHAEL DAVID COE**

DOCUMENT **ORDER**  
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
Dentons Canada LLP  
2500 Stantec Tower  
10220 – 103 Avenue  
Edmonton, Alberta T5J 0K4  
Ph. (780) 423-7219 Fx. (780) 423-7276  
Email: tom.gusa@dentons.com  
File No.: 405525-2027

DATE ON WHICH ORDER WAS PRONOUNCED: JULY 30, 2024  
LOCATION WHERE ORDER WAS PRONOUNCED: EDMONTON, ALBERTA  
NAME OF JUSTICE WHO MADE THIS ORDER: K.G. NIELSEN

UPON noting the application of the Plaintiff; AND UPON hearing from counsel for the Plaintiff; AND UPON reading the affidavit evidence and pleadings in this Action;

IT IS HEREBY ORDERED THAT:

1. The Defendants are each prohibited from commencing any applications, appeals, or other processes in this Action (collectively, a "**Proceeding**") without an Order granting leave to do so.
2. Subject to paragraph 5 of this Order, in order to obtain leave to commence a Proceeding as required by paragraph 2 of this Order, the Defendants or either of them, shall first submit an application in this Action to the Chief Justice or Associate Chief Justice of the Alberta Court of King's Bench, or their designate (a "**Leave Application**").

3. If a Leave Application is made:
  - (a) the Chief Justice or Associate Chief Justice of the Alberta Court of King's Bench, or their designate, may, at any time, direct that notice of the Leave Application be given to any other person;
  - (b) the Leave Application shall be made in writing;
  - (c) the Leave Application shall be accompanied by an Affidavit:
    - (i) attaching a copy of this Order;
    - (ii) attaching a copy of the Proceeding that the Defendants, or either of them, propose to issue or file;
    - (iii) deposing fully and completely to the facts and circumstances surrounding the proposed Proceeding so as to demonstrate that the proceeding is not an abuse of process, and that there are reasonable grounds for it;
    - (iv) undertaking that, if leave is granted, the authorized Proceeding, the Order granting leave to proceed, and the affidavit in support of the Order will promptly be served on the Respondents to the proposed Proceeding; and
    - (v) undertaking to diligently prosecute the proposed Proceeding;
  - (d) the Chief Justice or Associate Chief Justice, or their designate, may:
    - (i) require the Defendants, or the Court on its own motion, to give notice of the proposed Proceeding and the opportunity to make submissions on the proposed Proceeding, if they so choose, to:
      - A. the involved potential parties;
      - B. other relevant persons identified by the Court; and
      - C. the Attorneys General of Alberta and Canada; or
    - (ii) respond to and dispose of the Leave Application in writing; or
    - (iii) hear and dispose of the Leave Application in open Court; and
  - (e) and if it is dismissed, it may not be made again, directly or indirectly.
4. An application to vary or set aside this Order shall be made on notice to any person as directed by the Court.

5. The Defendants shall not be entitled to submit a Leave Application without first paying to the Clerk of the Court, to the credit of this Action, the sum of \$10,000.00 in respect of each Leave Application being submitted (the "**Cash Security**").
6. Any Cash Security paid to the Clerk of the Court shall not be released without further Order of this Court.
7. There shall be no costs granted in relation to the within application to either of the Plaintiff or the Defendants.
8. Rule 9.4(2)(c) is invoked.



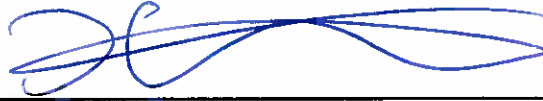
---

A.C.J.C.K.B.A.

August 19, 2024



This is **Exhibit "E"** referred to in the  
Affidavit of Yan Fong  
Sworn before me this 30 day of October, 2024



---

A Commissioner for Oaths in and for Alberta

KURTIS P. LETWIN  
BARRISTER AND SOLICITOR

## Court of King's Bench of Alberta

Citation: **ATB Financial v 1719091 Alberta Ltd, 2024 ABKB 461**



**Date:**  
**Docket:** 2203 12106  
**Registry:** Edmonton

Between:

**ATB Financial**

Applicant / Plaintiff

- and -

**1719091 Alberta Ltd, Clearwater Radiator Inc, Edgewood Products Inc, and Michael David Coe**

Respondents / Defendants

---

**Memorandum of Decision  
of Associate Chief Justice  
K.G. Nielsen**

---

### **I. Introduction**

[1] This Memorandum of Decision responds to an Application by ATB Financial (ATB) that 1719091 Alberta Ltd, Clearwater Radiator Inc, Edgewood Products Inc, and Michael David Coe (Mr. Coe), collectively the Defendants, are subject to court access restrictions pursuant to *Judicature Act*, RSA 2000, c J-2 ss 23-23.1. As I understand it, the three corporate Defendants are owned by Mr. Coe. While at one point Mr. Coe was represented, he now is functionally directing the Defendants' litigation as a self-represented litigant.

[2] This Application first came before the Court on May 14, 2024 before Michalyshyn J. At that point Michalyshyn J granted a property-related Order, but referred the court access restriction component and “vexatious litigant” declaration Application to myself as the Administrative Justice for the Court of King’s Bench of Alberta who responds to abusive litigation and litigants in northern Alberta.

[3] On May 21, 2024 I by letter instructed the parties that the *Judicature Act* ss 23-23.1 Application would be conducted on a document-only basis, following this Court’s usual practice (*Unrau v National Dental Examining Board*, 2019 ABQB 283 at para 565 (*Unrau #2*)), and that:

- 1) The Parties have until June 7, 2024 to deliver to my office any written submissions and/or Affidavit evidence in relation to whether Mr. Coe should be subject to court access restrictions; and
- 2) Reply submissions and/or Affidavit evidence, if any, should be delivered to my office by June 21, 2024.

[4] These deadlines have passed. The only materials received by the Court was ATB’s Application, Written Argument, and Affidavit Evidence. Mr. Coe and the other Defendants have not responded to or participated in this process.

[5] This Memorandum of Decision provides the reasons for this Court’s conclusion that Mr. Coe and the other Defendants should be subject to a more limited scope *Grepe v Loam* Order (from *Grepe v Loam*, (1887) 37 Ch D 168 (UK CA) and payment into Court of security for costs and against litigation misconduct, rather than court access restrictions pursuant to *Judicature Act* ss 23-23.1.

## II. Background

[6] Some background to this litigation is necessary to appreciate the context and basis of this Memorandum of Decision. In this review I will at certain points make findings of fact and law concerning documents and arguments advanced by Mr. Coe on behalf of himself and the other Defendants.

[7] On August 9, 2022 ATB filed a Statement of Claim that sought to collect somewhat less than \$1.5 million in debts owed by 1719091 Alberta Ltd (Lawsuit). That debt was secured against an industrial real property that had been fixtured for marijuana production (the Building), and was also guaranteed by Clearwater Radiator Inc, Edgewood Products Inc, and Mr. Coe, personally. The debt was not initially challenged by the Defendants. Instead, the Defendants were Noted in Default on November 8, 2022 and a Consent Judgment was granted by Applications Judge Summers on December 16, 2022. Neither step has been appealed.

[8] ATB applied to foreclose and sell the Building on January 9, 2023. A Redemption Order was issued by Applications Judge Smart on February 22, 2023. Mr. Coe participated in this process, but was then self-represented. By this point Mr. Coe deployed Organized Pseudolegal Commercial Argument (OPCA) (*Meads v Meads*, 2012 ABQB 571 (*Meads*)) strategies. OPCA ideas sound like law and use legal terminology and references, but are universally rejected by Canadian Courts as legally false non-law. OPCA schemes are typically applied to evade income tax, as a “get out of jail free card”, to attack government and institutional actors, or as a way to purportedly nullify debts and get free money: *Unrau #2* at para 178. Employing pseudolaw is

always an abuse of Court processes, and warrants immediate Court response: *Unrau #2* at paras 180, 670-671.

[9] ATB received several OPCA documents. The first was a “Money Order” that purported to pay ATB \$1,732,986, with the Canada Revenue Agency as the source of the funds. The Money Order states the “issuer” is Mr. Coe’s Social Insurance Number, while the “acceptor” is Mr. Coe’s Alberta birth documentation number. The second document, titled “payment”, had much the same text, but purported to transfer to ATB \$1,949,609. These purported debt payments were rejected by ATB. The Court is familiar with this OPCA strategy. This is an “Accept For Value” or “A4V” scheme, in which governments purportedly operate secret bank accounts linked to birth documentation. Pseudolaw promoters, “gurus”, teach that with special documents and declarations these hidden funds can be accessed and used to pay debts and obtain “money for nothing”: *Meads* at paras 531-543.

[10] On March 24, 2023 Mr. Coe wrote Counsel for ATB and deployed a different pseudolaw scheme, that “lawful money” does not exist, and instead only worthless “fait currency” is issued by the Canadian government:

In consideration that only fiat money exists in circulation with which to discharge debt and in order to facilitate lawful commercial transactions and in order to lawfully engage in commerce within and/or near the jurisdiction of the ATB Financial, use of a promissory note is necessitated.

[11] This time Mr. Coe sent to ATB a March 24, 2023 “Promissory Note” from Vanessa Amy Landry (Ms. Landry) that promised she would pay ATB’s debt at a rate of \$200 per month. Ms. Landry is well known to this Court as having collaborated with Freeman-on-the-Land OPCA promoter/guru Dean Clifford in a mortgage elimination money for nothing scheme in which Ms. Landry claimed in the Court of King’s Bench of Alberta to pay very large mortgage debts with one ounce of silver: *Scotia Mortgage Corporation v Landry*, 2018 ABQB 856; court access restrictions imposed 2018 ABQB 951.

[12] Next, Mr. Coe on May 4 and May 19, 2023 applied for and then appealed that the Court unwind the foreclosure process, and cancel the outstanding debt, citing the *Bills of Exchange Act*, RSC 1985, c B-4. Mr. Coe complained that ATB had wrongly rejected “... all offers to settle this matter ...”, apparently arguing that the Landry promissory note paid all debts. This dispute was then scheduled for a Special Chambers hearing that was heard on February 28, 2024 by Teskey J.

[13] ATB’s materials include the transcript of this proceeding. Mr. Coe engaged in stereotypic OPCA litigant behaviour, such as declaring he was making a “special appearance” (a US-legal term for appearing in Court but only to reject the Court’s jurisdiction) and to direct the Court:

... for failure fiducial duty and settle all accounts as trustee per the bill of complaint in equity which I have presented to this court and recognize my right as subrogation for this matter.

Politely, this statement is legal-sounding gibberish.

[14] Mr. Coe continued to argue he had paid for his debt three-fold by sending ATB the A4V documents and Landry promissory note. Mr. Coe claimed his payment was from his “Trust”. That obviously is Mr. Coe’s imaginary A4V government-operated bank account:

Well, this trust has been set up through your birth certificate, through your number on your birth certificate, and every time you are in court, or incarcerated, or made a ward of the court, or through a bank loan, or through any of this stuff, they access your trust, and I know this. I am not stupid and I want what is actually mine. I come for -- for -- in front of you today to let you know that I am of the age of majority. I have not abandoned any of my securities. I am of sound mind and I'm -- I'm done with the act. I'm actually done with the crimes that have been committed and the harm that has been put forth in front of me for years, and years, and years, and years, and years. ... So, I am looking for relief. I'm looking for just cause for the harm that's being done and I'm looking for my trust that legally is mine because I am of the age of majority and of sound mind.

... Well, it's calculated many ways. There -- there is so much in this trust. They trade my name on the market. They trade my social insurance number.

... I have looked it up and I have been traded in over 280 countries through my social insurance number. Anytime, of course, -- anytime through any kind of legal system, or legal ID, whether it is your driver's licence, a credit card, CRA, into the bank, anything to do with all caps -- that is the other thing. When I filled out these applications that is not how I spelt my name. ...

[15] Mr. Coe also explained that the money that ATB had “loaned” him was actually his own trust money which was then fraudulently presented to him as money that belonged to the lender. Mr. Coe also argued that *Bank of Canada v Bank of Montreal*, [1978] 1 SCR 1148 means that delivery of a promissory note, in itself, had repaid the funds loaned by ATB: “a promise to pay a sum certain in money is itself money”. Mr. Coe also stated that he had sent a “fee schedule” to ATB and Counsel for ATB that set the amount Mr. Coe must be paid whenever Mr. Coe is contacted by ATB and/or Counsel for ATB.

[16] Teskey J dismissed Mr. Coe’s appeal with oral reasons, concluding:

... While Mr. Coe tells me that he doesn’t subscribe to the OPCA legal principles that are often articulated in Meads and the case of Boisjoli, what I have heard this afternoon is largely just a rote repetition of most of that pseudolegal philosophy that has had no bearing in the court and has been soundly rejected. ...

... what we have heard today is largely just a rote repetition of these sorts of theories engaging conspiracy theories, non-legal reasoning, a lack of evidence with respect to this matter. I rely entirely on the comments of Justice Rooke in Boisjoli and find that there was absolutely no basis to this appeal. I dismiss it summarily for the reasons largely that are to Boisjoli.

[17] Teskey J awarded solicitor-client costs against Mr. Coe. While Mr. Coe post-judgment indicated he would then appeal Justice Teskey’s decision to the Supreme Court of Canada, no appeal steps have apparently been taken by Mr. Coe up to this point, though on April 5, 2024, Mr. Coe wrote to Counsel for ATB alleging the February 28, 2024 Special Chambers appeal was a crime, and “[a]ny and all Actions against me will be submitted into the criminal investigation.”

[18] I draw several conclusions from the documentary record provided by ATB. First, I agree with and adopt the conclusion of Teskey J in rejecting Mr. Coe’s debt elimination strategies as being well-known and long rejected pseudolaw concepts, including A4V and the “promissory

notes are cash” claim. Mr. Coe’s arguments are an abuse of the Court and ATB: *Unrau #2* at paras 180, 670-671.

[19] Another key conclusion is that Mr. Coe in his materials is invoking Strawman Theory, the commonplace pseudolaw concept that Mr. Coe has two aspects, a “flesh and blood” human, and a legal, non-corporeal “Strawman” that was created by birth documentation. The usual way to distinguish the two halves is the Strawman’s name is in all capital letters, “MICHAEL DAVID COE”. Mr. Coe clearly references this duality and naming convention. Strawman Theory is so notoriously false that anyone who employs Strawman Theory is presumed in law to do so in bad faith, and for abusive, ulterior purposes: *Fiander v Mills*, 2015 NLCA 31 at paras 37-40; *Rothweiler v Payette*, 2018 ABQB 288 at paras 6-21; *Unrau v National Dental Examining Board*, 2019 ABQB 283 at para 180. I draw that *prima facie* inference in relation to Mr. Coe.

[20] Mr. Coe also states he is claiming to unilaterally impose charges and penalties upon others via a “fee schedule”. The OPCA fee schedule penalty scheme employed by Mr. Coe has been consistently rejected and condemned by Canadian Courts as a form of illegal intimidation: e.g., *Meads* at para 527; *Fearn v Canada Customs*, 2014 ABQB 114 at para 199; *Bank of Montreal v Rogozinsky*, 2014 ABQB 771 at para 78; *Gidda v Hirsch*, 2014 BCSC 1286 at para 84; *R v Sands*, 2013 SKQB 115 at para 18; *R v Boxrud*, 2014 SKQB 221 at para 46; *Re Boisjoli*, 2015 ABQB 629 at paras 58-69; *Allen Boisjoli Holdings v Papadoptu*, 2016 FC 1260; *Pomerleau v Canada Revenue Agency*, 2017 ABQB 123 at para 135; *Canadian Imperial Bank of Commerce v McDougald*, 2017 ABQB 124 at para 28; *Gauthier v Starr*, 2016 ABQB 213 at para 39, aff’d 2018 ABCA 14; *Re Gauthier*, 2017 ABQB 555 at paras 65-66, aff’d 2018 ABCA 14; *Potvin (Re)*, 2018 ABQB 652 at paras 79-80; *Knutson (Re)*, 2018 ABQB 858 at paras 61-62, Court access restricted 2018 ABQB 1050 at para 18; *DKD (Re) (Dependent Adult)*, 2018 ABQB 1021 at para 14; *Labonte v Alberta Health Services*, 2019 ABQB 41 at paras 22-26; *CP (Re)*, 2019 ABQB 310 at para 29; *Portincasa v Taylor*, 2022 ABQB 451 at para 12; *Royal Bank of Canada v Anderson*, 2022 ABQB 525 at para 36; *Behr v Behr*, 2024 ABKB 394 at paras 7-8.

[21] However, I also note that the record before the Court shows that Mr. Coe’s abusive litigation activities have not expanded outside the debt collection and foreclosure proceeding, and one Court of King’s Bench of Alberta appeal. No additional parties have been targeted by litigation. Mr. Coe has not initiated retaliatory lawsuits and/or applications. Instead, Mr. Coe has operated “defensively” inside the current action. While there is no question that Mr. Coe has, as the active Defendant in this proceeding, engaged pseudolaw concepts and strategies, he has done so in a comparatively narrow manner, especially when compared with other persons who have deployed these non-law concepts.

### III. ATB’s Argument

[22] Counsel for ATB argues that the Defendants should be designated as vexatious litigants, and subject to court access restrictions pursuant to *Judicature Act* ss 23-23.1 or under the Court’s inherent jurisdiction. ATB traces through the events in the Lawsuit. ATB highlights that the Defendants (operationally meaning Mr. Coe) have repeatedly deployed pseudolaw arguments with the intention of defeating ATB’s debt enforcement litigation.

[23] ATB points to *Unrau #2* for setting the test that court access restrictions should be imposed, when “... it is reasonably foreseeable that the Defendants will plausibly engage in

litigation misconduct that extends outside the existing legal proceedings.” ATB notes Mr. Coe (for the Defendants) has repeatedly used legally ineffective arguments and techniques that purportedly pay off his debt. Case law such as *Meads*, *Re Boisjoli*, and *Canadian Imperial Bank of Commerce v McDougald* specifically reject the money for nothing, A4V, and promissory note claims made by Mr. Coe. Teskey J has already found that Mr. Coe’s arguments were baseless pseudolaw claims, and an abuse of the Court and ATB.

[24] Counsel for ATB stresses that after the unsuccessful appeal before Teskey J that the Defendants have still not cooperated with the judicial sale of the Building, and, instead, in correspondence to ATB reject any outstanding debt. ATB concludes that the Defendants satisfy the criteria for a vexatious litigant designation by persistently re-litigating issues, conducting hopeless, repetitive proceedings, making unsubstantiated allegations of conspiracy and misconduct, and engaging in inherently abusive OPCA litigation and arguments.

#### IV. The Law

[25] The current approach by the Court of King’s Bench of Alberta to when this Court may impose prospective court access restrictions pursuant to *Judicature Act* ss 23-23.1 was recently confirmed by the Court of Appeal of Alberta in *Weidenfeld v Alberta (Minister of Seniors, Community and Social Services)*, 2023 ABCA 353. Guiding principles include:

- 1) whether or not a person should be subject to prospective litigation gatekeeping pursuant to *Judicature Act* ss 23-23.1 is a backwards looking exercise that focuses on the record of the abusive litigant(s);
- 2) that record may include activities in other jurisdictions and before tribunals;
- 3) litigation and litigant management steps require the Court to identify certain forms of abusive activity itemized in *Judicature Act* s 23(2) and detailed in case law such as *Unrau #2*;
- 4) abusive litigation conduct must be “persistent”, which means multiple examples of abusive conduct;
- 5) when evaluating whether court access restrictions should be imposed “focused” evidence is required, rather than “... an encyclopedia of every last detail about the litigant’s litigation history ...”; and
- 6) court access restrictions are a “last ditch” step that may only be imposed after other litigation management approaches have failed, and when less intrusive alternatives, such as case management, are ineffective.

#### V. Analysis

[26] Here the facts are not in dispute. The record provided by ATB provides a clear basis to conclude that Mr. Coe has engaged OPCA money-for-nothing and debt elimination strategies. Mr. Coe’s use of Strawman Theory concepts creates a presumption of bad-faith ulterior motive conduct. Mr. Coe has done nothing to refute that.

[27] Instead, in his May 19, 2023 Affidavit and at the February 28, 2024 appeal before Teskey J, Mr. Coe denied he is an OPCA litigant, citing *Meads*. So Mr. Coe has had the opportunity to educate himself about pseudolaw and how Canadian Courts unambiguously and consistently

reject these non-law ideas. I also put special emphasis on the fact that in his promissory note scheme Mr. Coe is working with Ms. Landry, a known OPCA malefactor who in collaboration with a pseudolaw guru has engaged in attempts to defraud lenders and frustrate Court processes. I conclude, on a balance of probabilities, that Mr. Coe is a participant in a broader OPCA-based enterprise or endeavor with a financial basis and objective: to use pseudolaw non-law to get money, eliminate debt, and/or frustrate debt collection.

[28] All that said, ATB has not identified a basis for a *Judicature Act* ss 23-23.1 “vexatious litigant” court access restrictions Order. The issue is that Counsel for ATB has not cited and followed the test applied in Alberta to determine whether or not a person should be prohibited from initiating future hypothetical litigation, except with leave of the Court. Instead, the principles that govern that step were set by Slatter JA in *Jonsson v Lymer*, 2020 ABCA 167 (*Lymer*) that delineates when this Court may impose a prospective leave requirement for future lawsuits. Only past bad conduct may be considered. Any limit must be set narrowly. All alternative litigation and litigant management steps must be first attempted and fail, or are invalid, before “vexatious litigant” status can be assigned and prospective litigation management engaged.

[29] Simply put, ATB’s Application does not satisfy those criteria. Mr. Coe’s problematic OPCA litigation has remained restricted to “defensive” steps and one appeal. Mr. Coe has no record of conducting repeated persistent litigation that involves anyone. Counsel for ATB argues that persons who employ OPCA strategies are known to engage in wide-spanning abusive litigation. While some do engage OPCA strategies on an ideological and/or political basis that could predict future bad and abusive litigation conduct, others do not. Academic investigation of pseudolaw litigants has identified a second non-ideological subpopulation of “mercenaries” who abandon pseudolaw once these ideas are identified as false and/or ineffective: Donald J Netolitzky, “A Ride With My Best Friend: The Fiscal Arbitrators Pseudolaw Tax Evasion Scheme, Recruitment, and Litigation” (2023) 6 International Journal of Coercion, Abuse & Manipulation, online: *Researchgate*

<[www.researchgate.net/publication/370057535\\_A\\_Ride\\_With\\_My\\_Best\\_Friend\\_The\\_Fiscal\\_Arbitrators\\_Pseudolaw\\_Tax\\_Evasion\\_Scheme\\_Recruitment\\_and\\_Litigation](http://www.researchgate.net/publication/370057535_A_Ride_With_My_Best_Friend_The_Fiscal_Arbitrators_Pseudolaw_Tax_Evasion_Scheme_Recruitment_and_Litigation)>; Donald J Netolitzky, “Lawyer and Court Representation of Organized Pseudolegal Commercial Argument [OPCA] Litigants in Canada” (2018) 51(2) UBC L Rev 419.

[30] Beyond that, the law in Alberta is that the only valid evidence to predict future bad Court conduct is a record of *historic* bad conduct. To be explicit, *Lymer* is a binding authority on this Court that directs, for example, that if Mr. Coe were to sue ATB without any legal basis, then that alone would not be a basis for *Judicature Act* ss 23-23.1 court access restrictions. That would not be “persistent”, and no history of that bad conduct exists. Pursuant to *Lymer*, Mr. Coe would have to initiate the same lawsuit against ATB, repeatedly, before ground criteria would exist for the Court to limit Mr. Coe’s right to initiate litigation.

[31] In my May 21, 2024 letter I requested submissions on whether a more limited common law inherent jurisdiction *Grepe v Loam* order would be appropriate to manage Mr. Coe and the other Defendants. The authority for and scope of *Grepe v Loam* orders was reviewed in *Unrau #2* at paras 344-352. This category of court access restrictions operates “inside” an existing legal action, and may limit and/or control a litigant’s actions in a flexible manner to address litigation misconduct: *Unrau #2* at para 346. Here the issue is Mr. Coe is taking illegitimate OPCA-based steps intended to frustrate ATB’s attempts to collect on its Default and Consent Judgments. Mr.



Coe's deploying Strawman Theory creates the presumption Mr. Coe is acting on bad-faith bases and for an ulterior purposes, which obviously here is to get the Building for free. What reinforces that conclusion is Mr. Coe is:

- 1) aware of and referenced the Court's jurisprudence that rejects OPCA concepts and strategies; and
- 2) is collaborating with a larger debt elimination/money-for-nothing network or group.

[32] Given these factors, I order that Mr. Coe and the other Defendants are prohibited from initiating any applications, appeals, or other processes in the Court of King's Bench of Alberta *ATB Financial v 1719091 Alberta Ltd*, Action No. 2230 12106 lawsuit, except in which the Defendants have first obtained leave of the Court to take that step:

1. To commence an appeal, application, or other process in the Court of King's Bench of Alberta *ATB Financial v 1719091 Alberta Ltd*, Action No. 2230 12106 proceeding, 1719091 Alberta Ltd, Clearwater Radiator Inc, Edgewood Products Inc, and/or Michael David Coe must first submit an Application to the Chief Justice or Associate Chief Justice, or his designate. If such an Application is made:
  - (i) The Chief Justice or Associate Chief Justice, or his designate, may, at any time, direct that notice of an Application to commence an appeal, application, or process be given to any other person;
  - (ii) Any Application shall be made in writing;
  - (iii) Any Application to commence any appeal, application, or process must be accompanied by an Affidavit:
    - a) Attaching a copy of the Order arising from this Memorandum of Decision that restricts 1719091 Alberta Ltd, Clearwater Radiator Inc, Edgewood Products Inc, and/or Michael David Coe's participation in Court of King's Bench of Alberta *ATB Financial v 1719091 Alberta Ltd*, Action No. 2230 12106;
    - b) Attaching a copy of the appeal, application, or process that 1719091 Alberta Ltd, Clearwater Radiator Inc, Edgewood Products Inc, and/or Michael David Coe proposes to issue or file;
    - c) Depositing fully and completely to the facts and circumstances surrounding the proposed appeal, application, or process, so as to demonstrate that the proceeding is not an abuse of process, and that there are reasonable grounds for it;
    - d) Undertaking that, if leave is granted, the authorized appeal, application, or process, the Order granting leave to proceed, and the affidavit in support of the Order will promptly be served on the Respondents; and
    - e) Undertaking to diligently prosecute the proceeding;
  - (iv) The Chief Justice or Associate Chief Justice, or his designate, may:

- a) Require the Applicant for leave, or the Court on its own motion, to give notice of the proposed claim or proceeding and the opportunity to make submissions on the proposed claim or proceeding, if they so choose, to:
    - (1) the involved potential parties;
    - (2) other relevant persons identified by the Court; and
    - (3) the Attorneys General of Alberta and Canada;
  - b) Respond to and dispose of the leave Application in writing; or
  - c) Hear and dispose of the leave Application in open Court;
2. An Application that is dismissed may not be made again, directly or indirectly;
  3. An Application to vary or set aside this Order must be made on notice to any person as directed by the Court.

[33] This Court has recently in *Bonville v President's Choice Financial*, 2024 ABKB 356 at paras 11-32 (*Bonville*) concluded that a different litigation and litigant management approach is necessary where the Court is confronted with “for profit” OPCA litigation schemes that exploit Court processes. These are scams in which persons advertise on the Internet that they have secret techniques that will eliminate debt. That leads to an array of different but centrally coordinated litigants entering into the Court apparatus, using parallel techniques and documents, but in separate litigation processes. As I observed in that case at para 13: “This litigation debt elimination business is the proverbial hydra with many heads, sprouting from a body that is out of reach.” Litigation and litigant management steps that have been used historically to manage abusive litigation fail when confronted by these “litigation for profit” programs: *Bonville* at paras 11-16.

[34] I conclude that Mr. Coe is a participant in one such scheme. The OPCA A4V and promissory note strategies he has engaged have one objective – money – and he is known to be collaborating with Ms. Landry, another individual who has previously been part of these scams that target lenders. Review of the February 28, 2024 transcript of Mr. Coe’s appearance before Teskey J makes it very plain Mr. Coe was following a kind of script, what Teskey J called “a rote repetition”. As I have previously indicated, Mr. Coe’s employing Strawman Theory and its derivative A4V creates a strong negative inference about why he attempted to defeat ATB’s claim.

[35] In *Bonville* at para 21 and *Kohut v Royal Bank of Canada*, 2024 ABKB 395 at paras 6, 11 (*Kohut*), I concluded that when an OPCA litigant seeks to pursue a claim to defeat and/or frustrate a debt claim in this manner, then the abusive litigant should be willing to “put their money where their mouth is”, to establish they do have a legitimate basis for their action, or to resist debt collection. Here, the debt against Defendants has crystallized, and is no longer in question. Foreclosure and sale were then ordered. Thus, little legitimate remains to be addressed in the Lawsuit.

[36] I therefore in parallel with *Bonville* and *Kohut* order that the Defendants may not seek leave to initiate steps in Court of King’s Bench of Alberta *ATB Financial v 1719091 Alberta Ltd*, Action No. 2203 12106 unless the Defendants first pay to the Clerk of the Court \$10,000. This amount represents both:

- 1) security for costs pursuant to r 4.22 of the *Alberta Rules of Court*, Alta Reg 124/2010, and
- 2) security against pseudolaw and abusive conduct in the Court of King's Bench of Alberta that injures others and causes injustice, in parallel with *Royal Bank of Canada v Anderson*, 2023 ABKB 180.

[37] I note that this \$10,000 amount is very modest, in comparison to the nearly \$1.5 million debt Mr. Coe says never existed, or that has been paid by unorthodox means. If the Defendants' challenge to the Default and Consent Judgments is genuine, then this amount is a very small sum to establish good-faith and sincere intentions.

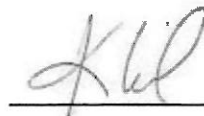
## VI. Conclusion

[38] ATB's Application for a *Judicature Act* ss 23-23.1 Order that declares the Defendants to be "vexatious litigants" is denied. Instead, the Court directs the *Grepe v Loam* Order and security payment precondition indicated above. I direct no costs against either party given this outcome.

[39] Counsel for ATB shall prepare and serve the Order giving effect to this Memorandum of Decision. The Defendants' approval of that Order is dispensed with pursuant to the *Alberta Rules of Court*.

[40] I very strongly recommend Mr. Coe review the case law cited in this Memorandum of Decision, which can be viewed at no cost on the CanLII website. Mr. Coe should also consult with a lawyer certified by the Law Society of Alberta prior to seeking leave to take steps in the Lawsuit. There are large sums involved in this matter, and further OPCA-related misconduct could have very serious negative financial and other consequences for the Defendants.

**Dated** at the City of Edmonton, Alberta this 30<sup>th</sup> day of July, 2024.



---

**K.G. Nielsen**  
**A.C.J.C.K.B.A.**

## Appearances:

Tom Gusa & Kurtis P. Letwin  
Dentons Canada LLP  
for the Applicant / Plaintiff ATB Financial  
(by written submissions)

No one  
for the Respondents / Defendants 1719091 Alberta Ltd, Clearwater Radiator Inc,  
Edgewood Products Inc, and Michael David Coe

This is **Exhibit "F"** referred to in the  
Affidavit of Yan Fong  
Sworn before me this 31<sup>st</sup> day of October, 2024



---

A Commissioner for Oaths in and for Alberta

~~KURTIS P. LETWIN  
BARRISTER AND SOLICITOR~~

KURTIS P. LETWIN  
BARRISTER AND SOLICITOR

## Gmeiner, Sandra

---

**From:** Gusa, Tom  
**Sent:** Wednesday, August 14, 2024 11:38 AM  
**To:** Mike Coe  
**Cc:** kimberly.mcdonald@centralabforsale.ca; rdrecept@remaxreddeer.com  
**Subject:** ATB Financial // 1719091 Alberta Ltd. et al - Access Request  
**Attachments:** 2203-12106-Filed-2024-05-27-Order-.pdf

Hi Mike,

This email constitutes a Notice Email in relation to the attached Order granted May 14, 2024.

Our realtor will be attending the mortgaged property at 10:00am on Friday, August 16, 2024, for the purpose of accessing the property in furtherance of the judicial listing. Our realtor is Kimberly McDonald with Remax, copied on this email.

In the event that you do not provide access then we will immediately be applying for an order for vacant possession.

Thank you,

**Tom Gusa**  
Partner

📞 +1 780 423 7219

[tom.gusa@dentons.com](mailto:tom.gusa@dentons.com) | [Bio](#) | [Website](#)

Dentons Canada LLP | 2500 Stantec Tower, 10220 - 103 Avenue NW, Edmonton, AB, T5J 0K4, Canada



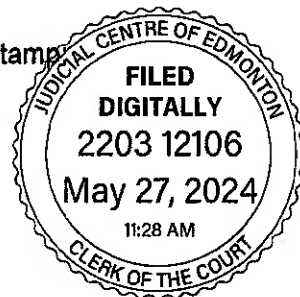
[Our Legacy Firms](#) | [Client Experience \(CX\)](#)

Dentons is a global legal practice providing client services worldwide through its member firms and affiliates. Email you receive from Dentons may be confidential and protected by legal privilege. If you are not the intended recipient, disclosure, copying, distribution and use are prohibited; please notify us immediately and delete the email from your systems. To update your commercial electronic message preferences email [dentonsinsightsca@dentons.com](mailto:dentonsinsightsca@dentons.com). Please see [dentons.com](https://www.dentons.com) for Legal Notices.

CERTIFIED *E. Wheaton*  
by the Court Clerk as a true copy of  
the document digitally filed on May  
27, 2024

- 11 -

Clerk's Stamp



COURT FILE NUMBER 2203 12106  
COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE EDMONTON  
PLAINTIFF **ATB FINANCIAL**  
DEFENDANTS **1719091 ALBERTA LTD., CLEARWATER  
RADIATOR INC., EDGEWOOD PRODUCTS INC.  
AND MICHAEL DAVID COE**

DOCUMENT **ORDER**  
ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF PARTY  
FILING THIS DOCUMENT  
Dentons Canada LLP  
2500 Stantec Tower  
10220 – 103 Avenue  
Edmonton, Alberta T5J 0K4  
Ph. (780) 423-7219 Fx. (780) 423-7276  
Email: tom.gusa@dentons.com  
File No.: 405525-2027

DATE ON WHICH ORDER WAS PRONOUNCED:

*May 14, 2024*

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, AB

NAME OF JUSTICE WHO MADE THIS ORDER:

*P.B. Michalyskyn*

UPON the application of the Plaintiff; AND UPON being referred to the Listing Order granted in this Action on June 13, 2023 (the "Listing Order"); AND UPON being referred to the Affidavit of Sandra Gmeiner;

AND UPON noting that the Mortgaged Lands in this Action may now be listed for judicial sale under the terms of the Listing Order (the "Listing"), by a licensed realtor appointed by the Plaintiff (any realtor appointed by the Plaintiff in this Action is herein defined as a "Realtor"); AND UPON noting that there are tenants on the Mortgaged Lands in this Action (collectively, a "Tenant"); AND UPON noting that the Realtor will conduct showings of the Mortgaged Lands (collectively, a "Showing");

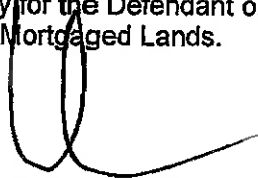
IT IS HEREBY ORDERED THAT:

1. Any notice to be provided to the Defendants pursuant to this Order shall be completed by way of emailing the Defendants at mike@edgewoodproducts.ca (the "Defendants' Email"). Any email sent to the Defendants' Email pursuant to this paragraph is herein defined as a "Notice Email".
2. A Notice Email shall be deemed to be good and sufficient and made as of the time and date on which a Notice Email is sent to the Defendants' Email.
3. Service of a Notice Email on the Defendants' Email shall be deemed to be service upon any Tenant.
4. The Defendants and any Tenant shall have at least 24 hours' advance notice of a Showing of the following Mortgaged Lands:

PLAN 1224449  
BLOCK 2  
LOT 12  
EXCEPTION THEREOUT ALL MINES AND MINERALS

(the "Mortgaged Lands")

5. Notice to be provided pursuant to paragraph 4 hereof shall be completed by way of a Notice Email which contains the time the Realtor will conduct the Showing and which of the Mortgaged Lands will be viewed in the Showing.
6. A Showing may be held only between the hours of 8:00 A.M. and 8:00 P.M.
7. On the condition that a Notice Email is served in accordance with paragraphs 1 and 4 hereof, the Defendants and any Tenant shall cooperate with the Realtor, and shall allow access to the Mortgaged Lands to the Realtor, any representative of the Realtor, any other realtor approved by the Realtor, and any prospective purchaser.
8. In the event the Defendants or any Tenant fails to comply with the terms of this Order, then Plaintiff shall be entitled to apply for the Defendant or Tenant to be held in contempt or for an order for possession of the Mortgaged Lands.



---

J.C.K.B.A.

This is **Exhibit "G"** referred to in the  
Affidavit of Yan Fong  
Sworn before me this 31<sup>st</sup> day of October, 2024



---

A Commissioner for Oaths in and for Alberta

KURTIS P. LETWIN  
BARRISTER AND SOLICITOR



## Gmeiner, Sandra

---

**From:** KIMBERLY MCDONALD <kimberly.mcdonald@centralabforsale.ca>  
**Sent:** Friday, August 16, 2024 10:02 AM  
**To:** Vince Caputo  
**Cc:** Gusa, Tom  
**Subject:** Re: ATB // Coe - Judicial Listing

[WARNING: EXTERNAL SENDER]

---

Access was denied.

The fellow who greeted me would not disclose who he was I asked him if he was Mike he said no, that he was a representative of edgewater. He said that his counsel has advised him to refuse access & that they will be serving papers. He politely asked / warned me not to come back. He wanted verification of who I was who once was showed him the email verifying notice of this morning's appointment.

So today was a complete bust in terms of gaining access.

Kimberly McDonald  
RE/MAX real estate central alberta  
(403)846-6654  
[www.kimberlymcdonald.ca](http://www.kimberlymcdonald.ca)

On Aug 15, 2024, at 11:11 AM, Vince Caputo <vcaputo@naiedmonton.com> wrote:

Thanks Kim

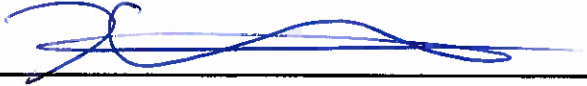
Vincenzo Caputo MBA, SIOR  
Partner  
[vcaputo@naiedmonton.com](mailto:vcaputo@naiedmonton.com)  
NAI Commercial Real Estate Inc.  
4601 99 Street Edmonton, AB T6E 4Y1  
[naiedmonton.com](http://naiedmonton.com)

Direct 780 909 5646  
Main 780 436 7410  
Fax 780 436 9882

---

**From:** KIMBERLY MCDONALD <kimberly.mcdonald@centralabforsale.ca>  
**Sent:** Thursday, August 15, 2024 10:54 AM  
**To:** Gusa, Tom <tom.gusa@dentons.com>  
**Cc:** Vince Caputo <vcaputo@naiedmonton.com>  
**Subject:** Re: ATB // Coe - Judicial Listing

This is **Exhibit "H"** referred to in the  
Affidavit of Yan Fong  
Sworn before me this 30<sup>th</sup> day of October, 2024



---

A Commissioner for Oaths in and for Alberta

KURTIS P. LETWIN  
BARRISTER AND SOLICITOR

*Non-Negotiable*

## **Notice of Demand**

### **(Affidavit of Duty and Obligation)**

Notice to the Principal is Notice to the Agent.

Notice to the Agent is Notice to the Principal.

Applicable to all agents, heirs, successors and assigns,  
in all their separate mental, physical and fictional capacities.  
Silence is; Acquiescence, Agreement, Default and Dishonour.

Warning: This document and attachments hereto serve as evidence and are not to be abandoned or returned whatsoever. Public Hazard Bonding of Corporate Agents; all officials are required by federal, provincial and municipal jurisdictional policy to provide the name, address and telephone number of their public hazard and malpractice bonding company and the policy number of the bond and, if required, a certified copy of the policy describing the bonding coverage of their specific job performance. Failure to provide this information constitutes corporate and limited liability insurance fraud and is prim-a-facie evidence and grounds to impose a lien of commerce upon the identified official(s) personally to secure their public oath and service of office.

**From:** michael - david: Coe - beneficiary, an independent living soul man of faith in God the Creator,  
(hereinafter referred to as "Beneficiary/Creditor/Borrower/Affiant/Executor")  
c/o: P.O. Box 9, Site 1, R.R. 3 Rocky Mountain House Alberta [near t4t 2a3]

**From:** carmen - arlene: Coe - beneficiary, an independent living soul woman of faith in God the Creator,  
(hereinafter referred to as "Beneficiary/Creditor/Borrower/Affiant/Executrix")  
c/o: P.O. Box 9, Site 1, R.R. 3 Rocky Mountain House Alberta [near t4t 2a3]

**From:** clayton - eugene: Haney - beneficiary, an independent living soul man of faith in God the Creator,  
(hereinafter referred to as "Beneficiary/Creditor/Borrower/Affiant/Executor")  
c/o: R.R. 2 Rocky Mountain House Alberta [near t4t 2a3]

**From:** sonja - grace: Haney - beneficiary, an independent living soul woman of faith in God the Creator,  
(hereinafter referred to as "Beneficiary/Creditor/Borrower/Affiant/Executrix")  
c/o: P.O. Box 9, Site 1, R.R. 3 Rocky Mountain House Alberta [near t4t 2a3]

**RE:      Notice of Demand to Cease and Desist Collection Activities,  
            And All Court Proceedings Prior to Validation of Purported Debt(s)  
            against, michael-david: Coe - beneficiary  
            against, carmen:- Coe – beneficiary**

**Short Legal Description:** 1224449 ; 2 ; 12  
**LINC Number:** 0035 446 277  
**Title Number:** 132 092 177  
**Legal Description:** Plan 1224449, Block 2, Lot 12  
**ATS Reference:** 5 ; 7 ; 39 ; 1 ; SE  
**ALBERTA TREASURY BRANCH MORTGAGE Reg #** 132 092 178  
**DAVID BORAS Mortgage Reg #** 222 042 241  
**D. M. HAWRELUK PROFESSIONAL CORPORATION Mortgage #** 222 123 182

**RE: Notice of Demand to Cease and Desist Collection Activities,  
And All Court Proceedings Prior to Validation of Purported Debt(s)**  
against, michael-david: Coe - beneficiary  
against, carmen-: Coe – beneficiary  
against, clayton – eugene: Haney – beneficiary  
against, sonja – grace: Haney - beneficiary

**Short Legal Description:** 5 ; 6 ; 37 ; 27 ; 1 ; 2 ; 7 ; 8  
**LINC Number:** 0013 819 495  
**Title Number:** 192 017 324  
**Reference Number:** 092 021 164  
**ALBERTA TREASURY BRANCH MORTGAGE Reg #** 092 048 054  
**DAVID BORAS Mortgage Reg #** 222 042 241  
**D. M. HAWRELUK PROFESSIONAL CORPORATION Mortgage #** 222 123 182

**TO: ATB FINANCIAL**  
HEAD OFFICE  
#2100 10020 100 St NW,  
Edmonton, AB T5J 0N3

**REGISTERED MAIL: RN 588 928 745 CA**

**ATTENTION: CURTIS STANGE**  
CEO

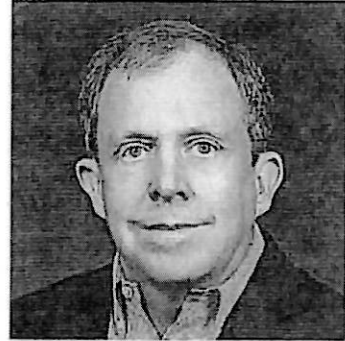


**CURTIS STANGE**  
CEO

**TO: ATB FINANCIAL**  
HEAD OFFICE  
#2100 10020 100 St NW,  
Edmonton, AB T5J 0N3

**REGISTERED MAIL: RN 588 928 754 CA**

**ATTENTION: DAN HUGO**  
CFO - ATB



**DAN HUGO**  
CFO

**TO: ATB FINANCIAL**  
HEAD OFFICE  
#2100 10020 100 St NW,  
Edmonton, AB T5J 0N3

**REGISTERED MAIL: RN 588 928 768 CA**

**ATTENTION: CAMILLE WELESCHUK**  
V. P. - ATB



**CAMILLE WELESCHUK**  
Vice President

**TO: ATB FINANCIAL**  
HEAD OFFICE  
#2100 10020 100 St NW,  
Edmonton, AB T5J 0N3

**REGISTERED MAIL: RN 588 928 771 CA**

**ATTENTION: RENEE OXLEY**  
Chief Risk Officer



**RENEE OXLEY**  
Chief Risk Officer

**TO: ATB FINANCIAL**  
HEAD OFFICE  
#2100 10020 100 St NW,  
Edmonton, AB T5J 0N3

**REGISTERED MAIL: RN 588 928 785 CA**

**ATTENTION: STUART McKELLAR**  
Legal



**STUART McKELLAR**  
Un-registered foreign agent

**TO: ATB FINANCIAL**  
4515 – 52 Avenue  
Rocky Mountain House,  
Alberta, T4T 1A6

**REGISTERED MAIL: RN 588 928 799 CA**

**Email: [rhutchinson@atb.com](mailto:rhutchinson@atb.com)**

**ATTENTION: ROBERT HUTCHINSON**  
Banker

**Cell: (403) 844 5564**



**ROBERT HUTCHINSON**  
Banker - ATB

**TO: DENTONS CANADA LLP**  
2500 Stantec Tower  
10220 103 Ave.  
Edmonton, AB T5J 0K4

**REGISTERED MAIL: RN 588 928 808 CA**

**Email: [tom.gusa@dentons.com](mailto:tom.gusa@dentons.com)**

**Ph: (780) 423 - 7219**

**ATTENTION: TOM GUSA**  
Lawyer  
**FILE: 405525 - 2027**  
**COURT FILE: 2203 - 12106**



**TOM GUZA**  
Lawyer  
Un-registered foreign agent

**TO: DENTONS CANADA LLP**  
2500 Stantec Tower  
10220 103 Ave.  
Edmonton, AB T5J 0K4

**REGISTERED MAIL: RN 588 928 811 CA**

**Email: [kurtis.letwin@dentons.com](mailto:kurtis.letwin@dentons.com)**  
**Ph: (780) 423 - 7169**

**ATTENTION: KURTIS LETWIN**  
Lawyer  
**FILE: 405525 - 2027**  
**COURT FILE: 2203 - 12106**



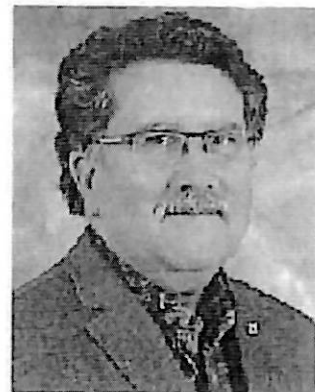
**KURTIS LETWIN**  
Lawyer  
Un-registered foreign agent

**TO: CENTUM PROFESSIONAL MORTGAGE GROUP INC.**  
1261 – 2A Ave NORTH  
Lethbridge, Alberta  
T1H 0G1

**REGISTERED MAIL: RN 588 928 825 CA**

**Ph: D: (403) 380 - 4413**  
**Ph: C: (403) 382 – 9952**

**ATTENTION: DAVID BORAS**  
Mortgage Broker



**DAVID BORAS**  
Mortgage Broker



**TO: DLA PIPER**  
Suite 2700, 10220 – 103 Ave NW  
Edmonton, Alberta  
T5J 0K4

**REGISTERED MAIL: RN 588 928 839 CA**

**Email:** [david.hawreluk@dlpiper.com](mailto:david.hawreluk@dlpiper.com)  
**Ph: D:** (780) 429-6845

**ATTENTION: DAVID HAWRELUK**  
Lawyer



**DAVID HAWRELUK**  
Lawyer  
Un-registered foreign agent

**TO: BARR LLP**  
10123 – 99 Street N.W.  
#2500, Edmonton, Alberta  
T5J 3H1

**REGISTERED MAIL: RN 588 928 842 CA**

**Email:** [gbarr@barrllp.com](mailto:gbarr@barrllp.com)  
**Ph: D:** (780) 414 - 5400

**ATTENTION: GORDON E. W. BARR**  
Managing Partner



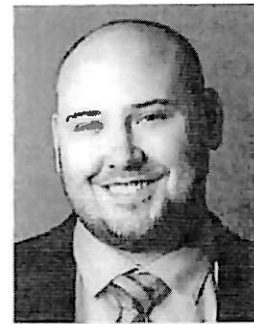
**GORDON E. W. BARR**  
Lawyer  
Un-registered foreign agent

**TO: BARR LLP**  
10123 – 99 Street N.W.  
#2500, Edmonton, Alberta  
T5J 3H1

**REGISTERED MAIL: RN 588 928 856 CA**

**Email: [bhans@barrllp.com](mailto:bhans@barrllp.com)**  
**Ph: D: (780) 414 - 5400**

**ATTENTION: BRANDON HANS**  
Lawyer



**BRANDON HANS**  
Lawyer  
Un-registered foreign agent

**TO: RACKEL & COMPANY LLP**  
100, 10230 – 142 Street N.W.  
Edmonton, Alberta  
T5N 3Y6

**REGISTERED MAIL: RN 588 928 860 CA**

**Email: [acholes@rackelco.com](mailto:acholes@rackelco.com)**  
**Ph: (780) 392 - 3337**

**ATTENTION: ANNA MAY I. CHOLES**  
Lawyer



**ANNA MAY I. CHOLES**  
Lawyer  
Un-registered foreign agent

**TO: PETER CROSSLEY LAW OFFICE**  
Unit 1, 4616 – 47 Ave  
Rocky Mtn. House, Alberta  
T4T 1A8

**REGISTERED MAIL: RN 588 929 873 CA**

Email: [crossleyrealestate@shaw.ca](mailto:crossleyrealestate@shaw.ca)

Email: [crossleylaw@shawbiz.ca](mailto:crossleylaw@shawbiz.ca)

Ph: (403) 845 - 2828

**ATTENTION: PETER CROSSLEY**  
Lawyer



**PETER A. CROSSLEY**

Lawyer

Un-registered foreign agent

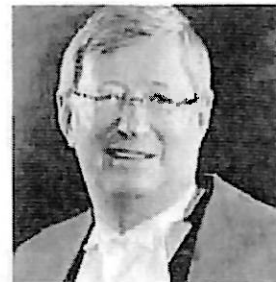
**TO: COURT OF KINGS BENCH OF ALBERTA**  
6<sup>th</sup> Floor Law Courts  
1A Sir Winston Churchill Square  
Edmonton, Alberta  
T5J OR2

**REGISTERED MAIL: RN 588 928 887 CA**

Email: [patricia.copeman@albertacourts.ca](mailto:patricia.copeman@albertacourts.ca)

**EXEC ASSISTANT to KEN. G. NIELSEN**

**ATTENTION: KEN. G. NIELSEN**  
Lawyer



**KEN G. NIELSEN**

Lawyer

Un-registered foreign agent

The Undersigned Affiants, under pains and penalties of perjury, hereby and herewith affirm that all statements herein are true and correct in its entirety to the best of Affiants knowledge, belief, and upon information, and are not made for the purpose of evasion or delay, but are made to protect, assert, and vindicate Affiants substantive authority, status, position and entitlements; and where it appears that there are conclusions, the same are not conclusions, but are jurisdictional factual truths upon which Affiants did and do and shall make all decisions and acts as relates to any factual truths herein indicated expressly or impliedly or other related truth which may arise.

#### **Presenting True Factual Background and History**

It has come to the Beneficiaries immediate attention that we've been railroaded through deception and schemes since World War II, by a Bankrupt Government, Bankrupt Banks, Bankrupt Agencies acting as TAX COLLECTORS along with an overwhelming number of un-licensed, un-registered lawyers and their Firms that have schemed by design a monumental ruse upon the masses. To compound matters, Affiant(s) have established EVIDENCE & FACTS that we are individually the Executor and Executrix to our Cestui Que Vie Trusts.

We could attempt to confront the courts and request private chambers regarding our individual Trusts but, we've wasted enough of our lives fighting named Respondents and the courts, and DEMAND, you acquaint yourselves with the following, that will include DAMAGES assessed upon all named Respondents individually, and subsequently, lawfully enforced by a 3<sup>rd</sup> Party in a timely manner.

Pursuant to the *Fair Debt Collection Practices Act*, 15 U. S. C. § 1601- 1692 et. seq., this constitutes timely written Notice that we dispute all charges and the entire amount of the alleged monies your fraudulent and bankrupt establishment(s) make claim that we are required to pay.

The many previously mailed, erroneous, purported debt Notice(s) which are unsigned and unattested and which We Discharge and cancel in their entirety, without dishonor, on the grounds of breach of contract, false representation, and fraud in the inducement.

Many named Respondents have failed miserably on (3) + previously delivered NOTICE(S), by refusing to answer our Validation of Claim Letters, thus ending the alleged agreement and giving us evidence that you each, as Representative(s) of ALBERTA TREASURY BRANCHES (ATB), CENTUM PROFESSIONAL MORTGAGE GROUP INC., and D. M. HAWRELUK PROFESSIONAL CORPORATION did not follow GAAP.

According to the bookkeeping entries, the borrowers provided the money or credit, a thing of value, to fund the alleged loan or check or similar instrument in question. Failure to answer our Notice of Adequate Assurance of Due Performance tells us that you acknowledge that we funded the alleged loan and the loan agreement was stolen and forged, thus ending any claim you have against us.

15 U.S.C. § 1692 (e) states that a "false, deceptive, and misleading representation in connection with the collection of any debt," includes the false representation of the character or legal

status of any debt and, further makes a threat to flag any action that cannot legally be taken as a deceptive practice.

Such agreement omits information, such as vital citations, which should have been disclosed, disclosing the agency's jurisdictional and statutory authority. Said agreement further contains false, deceptive, and misleading representations and allegations intended to intentionally pervert the truth for the purpose of inducing one, in reliance upon such, to part with property belonging to them and to surrender certain substantive legal and statutory rights. To act upon this agreement would divest one of his/her property and their prerogative rights, resulting in a legal injury.

**Pursuant to 15 U. S.C. § 1692 (g) (4) Validation of Debts**, if you have evidence to validate your claim that your presentment of frivolous, nefarious useless paper upon these Affiants' does not constitute fraudulent misrepresentation and that one owes this alleged debt, this is a demand that, within twenty (20) days, you provide such validation and supporting evidence to substantiate your claim. Until the requirements of the Fair Debt Collection Practices Act have been met and your claim is validated, you have no authority to continue any collection activities, thereby CEASE and DESIST any further Civil /Criminal claims against Affiants pursuant to your Fraudulent jurisdictional authority.

This is Actual Notice that absent the validation of your claim within twenty (20) days, you must cease and desist any and all collection activity and are prohibited from contacting us, through the mail, by telephone, in person, at our home, or at our place of work. You are further prohibited from contacting any other third party. Each and every attempted contact, in violation of the Fair Debt Collection Practices Act, will constitute harassment and defamation of character and will subject your agency and/or board and any and all agents in his/her/their individual capacities who take part in such harassment and defamation, to a liability for damages totalling approximately \$1.8 Million/day USD, and possibly a further liability for legal fees to be paid to any counsel which we may retain. Further, absent such validation of your claim, you are prohibited from filing any notice of lien and/or levy and are also barred from reporting any derogatory credit information to any credit reporting agency, per the **Fair Credit Billing Act**, regarding this disputed, purported debt.

Further, pursuant to the **Fair Debt Collection Practices Act, 15 U. S. C. § 1692 (g) (3)**, as you are merely an "agency" or board, acting on someone else's behalf, this is a demand that you provide the name and address of the original "principal" or "holder in due course" for whom you are attempting to collect this debt together with your affidavit of assignment, power of attorney, and certification of your license.

Again, pursuant to **The Fair Debt Credit Collection Practices Act § 809, Validation of Debts [15 USC 2g] subsection (b)** (attached), and as referenced in our correspondence verification within 20 days to the address provided below: Verification requires "Confirmation of correctness, truth, or authenticity by affidavit, oath or deposition. In accounting, [it is] the process of substantiating entries in books of account" (*Black's Law Dictionary, Sixth Edition, see attached*). This verification should include, but not be limited to, signing the enclosed affidavit verifying the terms and conditions of the alleged loan and answers to the following list of questions:

1. According to your understanding of the alleged agreement/contract regarding mortgage, is the written agreement, by the terms used within it, defining terms of a loan or an exchange of equal value for equal value?
  - a) Provide Bank Copy (completed) and signed by originating Bank – **ALBERTA TREASURY BRANCHES (ATB), CENTUM PROFESSIONAL MORTGAGE GROUP INC., and D. M. HAWRELUK PROFESSIONAL CORPORATION**
2. The beneficiaries seek adequate assurance of due performance by demanding assurance that **ALBERTA TREASURY BRANCHES (ATB), CENTUM PROFESSIONAL MORTGAGE GROUP INC., and D. M. HAWRELUK PROFESSIONAL CORPORATION** purchased the note from the beneficiaries and did not deposit the note.
3. The beneficiaries did not receive a deposit receipt. (12 USCA Sec 1813).
4. The beneficiaries claim against **ALBERTA TREASURY BRANCHES (ATB), CENTUM PROFESSIONAL MORTGAGE GROUP INC., and D. M. HAWRELUK PROFESSIONAL CORPORATION** until proven otherwise "fraud in the factum" – USC Title 5 Administrative Procedures Act.
5. The beneficiaries demand **ALBERTA TREASURY BRANCHES (ATB), CENTUM PROFESSIONAL MORTGAGE GROUP INC., and D. M. HAWRELUK PROFESSIONAL CORPORATION** provide Full Disclosure of the Agreement.
6. The beneficiaries demand your Corporate Institutions provide evidence that as a collective you did not violate the law, contracts or G A A P.
 

**NOTE:** Your banking Institutions inability to provide such evidence proves the contract is **ultra vires**.
7. The beneficiaries demand the name of the Foreign Creditor(s) to our nations BANKRUPTCY.
8. The beneficiaries demand to know properties/title/lands relinquished and surrendered to the Foreign Creditor(s) by the G7 nations in 1933 in lieu of the G7 repaying these loans.
9. The beneficiaries demand **ALBERTA TREASURY BRANCHES (ATB), CENTUM PROFESSIONAL MORTGAGE GROUP INC., and D. M. HAWRELUK PROFESSIONAL CORPORATION** provide a closing statement to discharge the debt pursuant to the captioned property.

Furthermore:

- a) In your opinion, if " An unconscionable bargain or contract is one which no man in his senses, not under delusion, would make, on the one hand and which no fair and honest man would accept on the other. . . [It is] usually held to be void as against public policy." (*Black's*

*Law Dictionary, 6th Edition*), would a loan agreement that takes the Borrower's assets as the funding for a loan back to the Borrower, then requires that the Borrower pay back that loan with interest to a third party, and then does not require the repayment of the Borrower's funds back to the Borrower, be an agreement that is unconscionable?

- b) In your opinion, if a signature is "the act of putting one's name at the end of an instrument to attest to its validity" (*Black's Law Dictionary, 6th Edition*), then could that signature be valid if the instrument itself is an unconscionable bargain or contract?
- c) Pursuant to UCC 3-308, the burden of proof is on the party claiming under the signature, do you have personal knowledge of the validity of the signature on the alleged agreement if it is denied in the lawsuit pleadings based upon answers to above questions?
- d) Since, pursuant to **UCC 3-602(b)(2)**, the obligation of a party to pay an instrument is NOT discharged if the person making the payment knows that the instrument is stolen, do you have personal knowledge that the instrument is or is not stolen?

Respondent(s) have hidden and concealed this truth throughout many rules, acts, statutes and codes within the jurisdiction and public policies of the Government of Canada. Respondent(s) have relied on the naivety and innocence of people in Canada by deliberately choosing to enrich themselves off the people's sweat, tears and hardship.

**Compulsory Payment:** One not made voluntarily, but exacted by duress, threats, the enforcement of legal process, or unconscionably taking advantage of another. *Shaw v. Woodcock*, 7 Barn. & C. 73; *Beckwith v. Frisbie*. 32 Vt. 565; *State v. Nelson*, 41 Minn. 25, 42 N. W. 548, 4 L. R. A. 300; *Lonergan v. Buford*, 148 U. S. 581. 13 Sup. Ct. 684, 37 L. Ed. 569 (refer to: <http://thelawdictionary.org/compulsorypayment/>)

Affiants are also aware that Respondent(s) have a long and disturbing history in committing these atrocities that suggest that Respondent(s) are well-informed, willing and a notable participant in a criminal enterprise/organized crime syndicate. [ U.S. – CANADA INCOME TAX CONVENTION: ARTICLE 27, EXCHANGE OF INFORMATION].

That a great many people have suffered the same fate and harm as/which Affiants have endured for a great many years at the sake of Respondent's actions. Respondent(s) cannot dispute the truth of these facts simply because of Respondent's evidentiary track record including those of Respondent's accomplices. Affiant wishes and intentions are not discriminating one over another regarding this matter and therefore is more than willing to address all individuals/organizations that Affiant is aware of who is directly and/or indirectly involved with Respondent's malfeasants.

**Criminal Enterprise:** The FBI defines a criminal enterprise as a group of individuals with an identified hierarchy, or comparable structure, engaged in significant criminal activity. These organizations often engage in multiple criminal activities and have extensive supporting

networks. The terms Organized Crime and Criminal Enterprise are similar and often used synonymously. However, various federal criminal statutes specifically define the elements of an enterprise that need to be proven in order to convict individuals or groups of individuals under those statutes.

The Racketeer Influenced and Corrupt Organizations (RICO) statute, or Title 18 of the United States Code, Section 1961(4), defines an enterprise as "any individual, partnership, corporation, association, or other legal entity, and any union or group of individuals associated in fact although not a legal entity."

The Continuing Criminal Enterprise statute, or Title 21 of the United States Code, Section 848(c)(2), defines a criminal enterprise as any group of six or more people, where one of the six occupies a position of organizer, a supervisory position, or any other position of management with respect to the other five, and which generates substantial income or resources, and is engaged in a continuing series of violations of subchapters I and II of Chapter 13 of Title 21 of the United States Code. (refer to:

<http://www.fbi.gov/about-us/investigate/organizedcrime/glossary>

**Organized Crime:** The FBI defines organized crime as any group having some manner of a formalized structure and whose primary objective is to obtain money through illegal activities. Such groups maintain their position through the use of actual or threatened violence, corrupt public officials, graft, or extortion, and generally have a significant impact on the people in their locales, region, or the country as a whole.

(refer to: <http://www.fbi.gov/about-us/investigate/organizedcrime/glossary>)

**Significant Racketeering Activity:** The FBI defines significant racketeering activities as those predicate criminal acts that are chargeable under the Racketeer Influenced and Corrupt Organizations statute. These are found in Title 18 of the United States Code, Section 1961 (1).

(refer to: <http://www.fbi.gov/about-us/investigate/organizedcrime/glossary>)

**Criminal Solicitation:** A person is guilty of criminal solicitation if, with the intent that another person engages in conduct constituting a felony, he or she solicits, commands, requests, induces, employs or otherwise attempts to promote or facilitate another person to engage in conduct constituting a felony within or without the state.

Respondent(s) have used Adhesion and Feudal Contracts invented by Respondent(s) along with Respondent's accomplices to entrap unaware and uninformed people to sign and agree with a one-sided process that was designed to deceive and mislead people to feel obligated to something that was not to be offered in good faith, with mutual consent, valuable consideration, full disclosure and fair and equitable for all people concerned in the first place.

Through an Adhesion/Feudal Contract, Respondents had/have no intentions in/of being responsible for any liability that would be entirely burdened on people like Affiants. An Adhesion/Feudal Contract's purpose is to impose restrictive and control measures on unsuspecting victims upon their signature. Unbeknownst to the Affiant(s), Affiant(s) fell under such detrimental and unfortunate circumstances under false pretense purposely initiated and conducted by Respondent(s) and Respondent's cohorts. Respondent(s) have also made it



mandatory to operate in specific jurisdictions under Respondent's rules, codes, acts and statutes under public policy, which is not law. Respondent(s) may or may not be aware that public policy only pertains to persons/employees within a defined and applicable jurisdiction. People and labour are not obligated to public policy in any shape or manner due to its very nature even on a voluntary basis.

Although The Income Tax Act is not necessarily the adhesion contract, the "contract" is the process of converting people, or more correctly, having people ignorantly unaware believe that they and the Crown invented 'legal identity', are one and the same. They assume that people's ignorance will allow people to believe that they are a 'person' - a legal fiction, a 'natural person', and subsequently, a "taxpayer"; and thus, are liable for income tax on their total salary, wages and other exchange of your property. Unlike most people, Affiant(s) have become much more aware that the Income Tax Act, and that, it was invented for the purpose of converting any and all tax implications and liabilities from the corporate environment entirely upon the shoulders of the unsuspecting people at large. The corporate structure through its lobbyists, have controlled the governance of countries for their own self-serving purpose of control, profit and greed.

In this method corporations have been successful in making or having changes in legislation to protect their self-interest and corrupt ways of doing business. To have complete anonymity regarding their business practices and any damage or harm it may inflict on people, living creatures, natural resources and the ecology altogether. Their ultimate goal is to control every facet of people's lives under debt and slavery no matter the cost or damage inflicted.

There are other evidentiary factors to also consider related to the illegitimate existence and implementation of the income tax act against people in general. By the **Wages Attachment Abolition Act 1870** it is enacted that no order for the attachment of the wages of any servant, labourer or workman shall be made by the judge of any court of record or inferior court, and by the **Merchant Shipping Act 1894** it is enacted that the wages of a seaman or apprentice are not subject to attachment.

(Royal Edict of 1870 by Victoria: "a man's wages cannot be 'attached' = garnished".)

Under the USC Title 15 Chapter 1 Section 17 clearly states: "The labor of a human being is not a commodity or article of commerce."

The Pope claiming ownership of everything under, on and above the ground and the sea, the people had nothing to use to pay the Pope the demanded 'tribute' - taxes/bribe' demanded by the Pope as Pontifex Maximus of the Holy Roman Empire. "And he said unto them, *Whose is this image and superscription?* They say unto him, Caesar's. Then saith he unto them, *Render therefore unto Caesar the things which are Caesar's, and unto God the things that are God's.* When they heard these words, they marveled, and left him, and went their way." - **Matthew 22:20-22**

So, a scheme had to be developed to extract the labour, or the fruits of the labour of man. This comes at a price whether or not man chooses to disregard God's wishes by insulting God when man gives the fruit of his labour to Caesar rather than being enjoyed by man himself. Caesar is

related strictly to commerce, not mankind's labour. *"For thou shall eat the labour of thine hands: happy shalt thou be, and it shall be well with thee."* - **Psalm 128:2**, *"And whatsoever ye do, do it heartily, as to the Lord, and not unto men; Knowing that of the Lord ye shall receive the reward of the inheritance: for ye serve the Lord Christ. But he that doeth wrong shall receive for the wrong which he hath done: and there is no respect of persons."*

- **Colossians 3:23-25** (Mankind cannot falsely represent or attach themselves to/with a/the "person" in commerce because man is the child of God.)

Only by one's labour can one be generous to the poor. *"He that hath a bountiful eye shall be blessed; for he giveth of his bread to the poor."* - **Proverbs 22:9**

This scheme finally developed into the legal fiction name, and slave status it imposed upon the associated man. Therefore, the Pope cannot claim to be the Vicar of Christ, but rather has appointed himself as Caesar.

*"No man can serve two masters: for either he will hate the one, and love the other, or else he will hold to the one, and despise the other. Ye cannot serve God and mammon."* - **Matthew 6:24**

*"Behold, the hire of the labourers who have reaped down your fields, which is of you kept back by fraud, crieth: and the cries of them which have reaped are entered into the ears of the Lord of sabaoth."* - **James 5:4**

In the same breath from the Papal Office, The Most Holy Pope Francis issued an Apostolic Letter on July 11 and effective September 1, 2013 that effectively stripped away the immunity of all judges, attorneys, government officials and all officers of corporate franchises and entities organized under the auspices of franchises become fully, personally, and commercially liable for their actions and omissions against the living beneficiaries of the public trusts and all entities established under the Roman Curia [hint: All corporations are established and registered under the Roman Curia]. All of these "private persons" can now be held accountable for war crimes, crimes against mankind, for the unlawful restrictions of the liberties of the divine spirit incarnate; for failure to settle the accounts; for continued prosecution of claims already settled, etc. The term "private" or "privacy" cannot exist, because it is virtually impossible before God (who is all seeing and all knowing), which also includes the fictitious patent of common law pertaining to the benefit of the private, which was redefined through the Patent (law) Amendment Act of 1852 followed by the Common Law Procedure Act 1852.

Common law was invented to protect the criminal actions of the few from both the private and the sovereign, but restricted for public use. Now only a single title is fictionally immune under a confined legal jurisdiction with very limited boundaries, which is disguised as the "sovereign". The idea is to classify the majority of the public under civil contract liability to be settled in a court of equity under a feudal system.

The Vatican created a world trust using the birth certificate to capture the value of everyone's future productive energy associated with the "person". Each state, province and country in the fiat monetary system, contributes their people's value to this world trust identified for example by the SSN, SIN or EIN numbers maintained in the Vatican registry. Corporations worldwide

(people became corporate fictions through their birth certificate corporate name) are connected to the Vatican through law (Vatican to Crown to BAR to policies to judge to people) and through money (Vatican birth accounts value to IMF to Treasury (Federal Reserve) to banks to people (loans) to judges (administration) and sheriffs (confiscation).

Judges administer the birth trust account in court matters favoring the court and the banks, acting as the presumed "beneficiary" since they have not properly advised the "true beneficiary" of their own trust. Judges, attorneys, bankers, policy makers (politicians), policy enforcers (police) and all public officials (servants) are now held personally liable for their confiscation of true beneficiary's homes, cars, money and assets; false imprisonment, deception, harassment, and conversion of the true beneficiary's trust funds.

### **Breach of Duty and Obligation**

Respondent(s) are in breach of obligation(s) as follows:

1. Respondent(s) have taken unjust enrichments by fraudulent means for self-benefit over the suffering of Affiants and others.
2. Respondent(s) are party to and accomplices to the illegal and unlawful legislation and enactment of the Income Tax Act of Canada by way of deceit and deception without being accountable to Affiant and the people in Canada by fully disclosing Respondent's intentions.
3. With full knowledge of the correct and undisputed facts, Respondent(s) willingly and without reservation chosen to conspire to commit financial fraud against Affiants, and the people in Canada.
4. Respondent's; person, person of title and office for which Respondent(s) hold, have breached the trust and responsibility regarding the best interest and welfare of Affiants and the people in Canada.
5. Respondent(s) do not care or consider the gravity, scope or outcome of Respondent's action and the effect and impact it may cause onto others. It is clear by those Respondent(s) have total and unequivocal disdain and disregarding for Affiants and the people in Canada.
6. Respondent(s) have inflicted an insurmountable amount of pain and suffering, which will have a devastating impact on the people in Canada the measure of which will affect everyone and their entire lives including Affiants.
7. The damage that Respondent(s) have caused toward Affiants is immeasurable. This has affected Affiants reputation, confidence, self-worth, standing and many other factors vital to Affiants survival and prosperity.

### **Duty and Obligation**

First and foremost, Respondent(s) have an ethical, legal, and lawful duty and obligation to safeguard the health and welfare of the people in Canada, especially from an honest, respectful and dignified manner

and standpoint. Respondent(s) must not engage in any activity such as breach of obligation, which could cause unwanted publicity. Respondent(s) must protect the best interest of the people in Canada and cannot participate in a scheme which conflicts that mandate. In-other words, Respondent(s) cannot serve two masters. Respondent(s) must be held to a higher standard of responsibility and accountability.

### **Restitution and Penance**

Because Respondent(s) have stated and demonstrated that Respondent(s) have no apparent intentions to treat Affiant in the manner befitting Affiant and the people in Canada, Affiant has no alternative but to serve a Notarial Protest/Notice of Demand against Respondent(s). Respondent(s) have preferred to misrepresent Respondent's; person, person of title and the office for which Respondent(s) hold by forsaking Respondent's duty and obligation to Affiant(s) and the people in Canada.

Respondent(s) defrauded and lied when Respondent(s) should have not so done; and therefore, Respondent's immediate visible aforementioned shall be the restitution and penance by which Affiant shall be restored to Affiants' truthful authority, entitlement, position and standing.

Since the Papal Decree of September 2013, no private person shall further exist and therefore shall not receive immunity based on Common Law. Along with private person for whom common law was invented for, therefore it too no longer exists due to the decree. Respondent(s) must not continue to conduct oneself in this manner any further; otherwise, Respondent(s) will subject oneself to future unfavorable encounters such as this.

### **Calculated Damages Due to Breach of Duty and Obligation**

Damages Awarded: Trezevant v. City of Tampa, 241 F2d. 336 (11th CIR 1984). The case sets the foundation and precedence for \$25,000.00 per twenty (25) minutes, \$75,000.00 dollars per hour, or \$1,800,000.00 dollars/day USD (hereinafter referred to as "Damages").

Affiants have calculated Damages starting from the first moment of contact with/by Respondent's person and person of title by Debtor which first occurred back on the 13<sup>th</sup> day of February 2009 when Contract / Mortgage claimed by ATB was NOT SIGNED and remains UNSIGNED to the current date, (5685 Days). That means that the damages in accordance to the above-mentioned case would equal to

***\$10,233,000,000.00 (Ten Billion, Two Hundred and Thirty-three Million, Dollars and zero cents)*** payable in United States functional currency. Respondent(s) must settle this matter in the timely manner demanded by Affiant/Creditor.

### **Demand**

Now Therefore, Affiants Demand that Respondent(s) deliver payment within 20 (twenty) days upon being served of this Notice of Demand to Affiant for the valuable consideration suffered at Respondent's hands and as a penance for Respondent's transgressions; or show just cause why

said demand should not be enforced. The sworn Affidavit will stand as truth if not timely rebutted by Respondent(s). An affidavit must be rebutted point-for-point.

### **Law of Commerce**

**All are equal under the law.** "Equality before the law" (God's Law - Universal Law). Exodus 21:23-25; Lev. 24: 17-21; Deut. 1;17, 19:21; Matt. 22:36-40; Luke 10:17; Col. 3:25. "No one is above the law". This is founded on Universal Law and is binding on everyone. For someone to say, or act as though, he is "above the law" is insane. This is the major insanity in the world today. Man continues to live, act, believe, and form systems, organizations, governments, laws and processes which presume to be able to supersede or abrogate Universal Law. But, under commercial law, Universal Law is binding on everyone, and no one can escape it. Commerce, by the law of nations, ought to be universal, and not to be converted into a monopoly and the exclusive gain of the few.

**In commerce trust is sovereign.** This one is one of the most comforting maxims one could have, your foundation for your peace-of-mind and your security and your capacity to win and triumph -- to get your remedy -- in this business. (Exodus 20:16; Ps. 117:2; John 8:32; II Cor. 13:8). Truth is sovereign -- and the Sovereign tells only the truth. *Your word is your bond.* If truth were not sovereign in commerce, i.e., all peoples action and inter-relations, there would be no basis for anything. No basis for law and order, no basis no accountability, there would be no standards, no capacity to resolve anything. It would mean "anything goes", "each man for them self", and "nothing matters". That's worse than the law of the jungle. Commerce. "To lie is to go against the mind". Oriental proverb: "Of all that is good, sublimity is supreme."

**Truth is expressed in the form of an affidavit.** (Lev. 5:4-5; Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Matt. 5:33; James 5: 12). An affidavit is your solemn expression of your truth. In commerce, an affidavit must be accompanied and must underlay and form the foundation for any commercial transaction whatsoever. There can be no valid commercial transaction without someone putting their neck on the line and stating, "this is true, correct, complete and not meant to mislead." An affidavit is a two edged sword; it cuts both ways. Someone has to take responsibility for saying that it is a true situation. It can be called a true bill, as they say in the Grand Jury. When you issue an affidavit in commerce you get the power of an affidavit. You also incur the liability, because this has to be a situation where other people might be adversely affected by it. Things change by your affidavit, which are going to affect people's lives. If what you say in your affidavit is, in fact, not true, then those who are adversely affected can come back at you with justifiable recourse because you lied. You have told a lie as if it were the truth. People depend on your affidavit and then they have lost because you lied.

**An Unrebutted claim, charge, or affidavit stands as truth in commerce.** (I Pet. 1:25; Heb. 6:13-15) Claims made in your affidavit, if not rebutted, emerge as the truth of the matter.

**An unrebutted affidavit becomes the judgment in commerce.** (Heb. 6:16-17). There is nothing left to resolve. Any proceeding in a court, tribunal, or arbitration forum consists of a contest, or

duel, of commercial affidavits wherein the points remaining unrebutted in the end stand as truth and matters to which the judgment of the law is applied.

**In commerce for any matter to be resolved must be expressed.** (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). No one is a mind reader. You have to put your position out there, you have to state what the issue is, to have someone to talk about and resolve. Legal Maxim: "He who fails to assert his rights has none."

**He who leaves the battlefield first loses by default.** The primary users of commercial law and those who best understand and codified it in Western Civilization are the Jews. This is Mosaic Law they have had for more than 3500 years and is based upon Babylonian commerce. (Book of Job; Matt. 10:22; this means that an affidavit which is unrebutted point for point stands as "truth in commerce" because it hasn't been rebutted and has left the battlefield. Governments allegedly exist to resolve disputes, conflicts and truth. Governments allegedly exist to be substitutes for the dueling field and the battlefield for such disputes, conflicts of affidavits of truth are resolved peaceably, reasonably instead of by violence. So people can take their disputes into court and have them all opened up and resolved, instead of going out and marching ten paces and turning to kill or injure. Legal Maxim: "He who does not repel a wrong when he can, occasions it".

**Sacrifice is the measure of credibility (no willingness to sacrifice = no liability, responsibility, authority or measure of conviction).** Nothing ventured nothing gained. People must put themselves on the line, assume a position, and take a stand, as regards the matter at hand. One cannot realize the potential gain without also exposing oneself to the potential of loss. (One who is not damaged, put at risk, or willing to swear an oath on his commercial liability to claim authority) (Acts 7, life/death of Stephen). For the truth of his statements and legitimacy of his actions has no basis to assert claims or charges and forfeits all credibility and right. Legal Maxim: "He who bears the burden ought also to derive the benefit".

**A lien or claim can be satisfied only through rebuttal by affidavit point by point, resolution by jury or payment.** In commerce a lien or claim can be satisfied in any one of two ways. (Gen. 2-3; Matt. 4; Revelation.).

1. By someone rebutting your affidavit, with another affidavit of his own, point by point, until the matter is resolved as to whose is correct, in case of non-resolution.
2. The only other way to satisfy a lien is to pay it.

#### **Notarial Protest by way of Notary Presenter and/or Acceptor**

Affiant(s) have chosen to solicit the aid of the office of a Witness in order to process and serve a "Notarial Protest/Notice of Demand" against Respondent(s) as a presenter, impartial witness, as understood under the notarial practice guidelines and obligations of a Notary as stipulated and written in the 12<sup>th</sup> (Twelfth) Edition of the "Brooke's Notary" by N.P. Ready, M.A. (CANTAB)

Scrivener Notary (2002). ISBN 0421 67280 3. Acknowledged by Barry Vogel Q.C.; Practice Advisor, The Law Society of Alberta, G.W. Wayne Braid; Secretary, The Society of Notaries Public of British Columbia, Tom G. Hague; Director, Department of Justice, Winnipeg, Manitoba Messrs. Mark Aiken and Gary MacDougall, Department of Justice, Yellowknife, Yukon, Deborah Gillespie; Office of the Attorney General, Charlottetown, P.E.I., Maitre Pierre des Rosiers; DesRosiers, Munn & Laroche, Notaries and Legal Counsels, Hull, Quebec, and Maxine Seeley; Law Society of Libraries of Saskatchewan amongst many other international jurisdictions.

Please do not contact Affiants by telephone or email. In order to avoid any misunderstanding, all communications shall henceforth be on the record, i.e. in writing and duly served.

Please serve all communications and process by CANADA POST Registered Mail directly to:  
240 – 70 Shawville Blvd. S.E., Suite 1058, Calgary, Alberta T2Y 2Z3

You should be aware that sending unsubstantiated demands for payment through the Canada Post and United States Mail System might constitute mail fraud under federal and State law. You may wish to consult with a *competent* legal advisor before your next communication with us.

Your failure to respond on-point within 20 days to satisfy this DEMAND within the requirements of the **Fair Debt Collection Practices Act** will be construed as your absolute waiver of any and all claims against all named Affiants and your tacit agreement to compensate Us for costs, legal fees to date, and lastly damages pursuant to being falsely accused, defamation of our individual character, and all our wealth stolen from our **Cestui que vie Trust/Estate**, over a LIE.

Dated this 16th day, of September, 2024

Regards,

[original signed]

michael - david: Coe – beneficiary

Regards,

[original signed]

carmen - arlene: Coe – beneficiary





This is **Exhibit "I"** referred to in the  
Affidavit of Yan Fong  
Sworn before me this 30 day of October, 2024



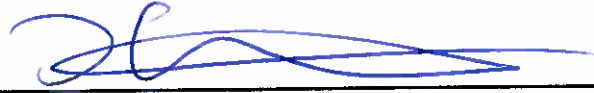
---

A Commissioner for Oaths in and for Alberta

KURTIS P. LETWIN  
BARRISTER AND SOLICITOR

1719091 Alberta Ltd - Sept 26, 2024			
<b>Loan : 872-40324629900</b>		<b>Busines Term Loan</b>	
Principal	\$1,352,801.99		\$1,680,264.60
Interest	\$327,462.61		\$77,976.41
<b>Total</b>	<b>\$1,680,264.60</b>		<b>\$62,063.01</b>
<b>Per Diem</b>	<b>\$339.13</b>		<b>\$1,820,304.02</b>
<b>Loan : 872-41539683200</b>		<b>Cost Account</b>	
Principal	\$71,038.73		
Interest	\$6,937.68		
<b>Total</b>	<b>\$77,976.41</b>		
<b>Per Diem</b>	<b>\$18.39</b>		
<b>Loan: 915-39919175500</b>		<b>CEBA Loan</b>	
Principal	\$60,000.00		
Interest	\$2,063.01		
<b>Total</b>	<b>\$62,063.01</b>		
<b>Per Diem</b>	<b>\$8.22</b>		

This is **Exhibit "J"** referred to in the  
Affidavit of Yan Fong  
Sworn before me this 24<sup>th</sup> day of October, 2024



---

A Commissioner for Oaths in and for Alberta

KURTIS P. LETWIN  
BARRISTER AND SOLICITOR

**GENERAL SECURITY AGREEMENT**  
Non-Consumer

TO: Alberta Treasury Branches  
("ATB")

BRANCH: Rocky Mountain House

FROM: 1719091 Alberta Ltd (the "Debtor")

**1. DEFINITIONS**

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

**2. SECURITY INTEREST AND CHARGE**

- (a) As general and continuing collateral security for the payment and performance of all debts, liabilities and obligations of the Debtor to ATB howsoever arising, both present and future, absolute and contingent, direct and indirect, matured or not, and whether the Debtor be bound alone or jointly or severally with others (the "Indebtedness"), the Debtor hereby assigns and grants a mortgage, pledge, charge and security interest (which, in the case of any real property and any other Collateral (as hereinafter defined) not subject to the PPSA, shall be a mortgage as and by way of a floating charge) to and in favour of ATB in all property, assets and undertaking of the Debtor referred to in Schedule "A" (including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled) and in all Proceeds and renewals thereof, Accessions thereto and substitutions therefor (herein collectively called the "Collateral").
- (b) The assignments, mortgages, pledges, charges, security interests and floating charges (if applicable) granted hereunder are hereinafter collectively called the "Security Interests". The Debtor warrants and acknowledges to and in favour of ATB that:
- (i) the Debtor has rights in all existing Collateral and the parties intend the Security Interest hereby created in any of the Debtor's existing property which is subject to the PPSA to attach upon execution and delivery hereof;
  - (ii) the parties intend the Security Interest created in any of the Debtor's after-acquired property which is subject to the PPSA to attach at the same time as it acquires rights in the after-acquired property; and
  - (iii) value has been given.
- (c) For greater certainty, where the Collateral includes all of the Debtor's present and after-acquired Personal Property, and any of such Collateral is or becomes located on lands or premises leased or subleased by the Debtor, the Collateral includes the Debtor's interest as tenant or lessee under any and all of such leases and subleases of the lands or premises.
- (d) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

- (e) If the grant of the Security Interest in respect of any contract, lease, agreement to lease, license, permit, approval or intellectual property right would result in the termination or breach of such contract, lease, agreement to lease, license, permit, approval or intellectual property right, then the applicable contract, lease, agreement to lease, license, permit, approval or intellectual property right will not be subject to the Security Interest but will be held in trust by the Debtor for the benefit of ATB and, on exercise by ATB of any of its rights under this Agreement following Default, assigned by the Debtor as directed by ATB.

### 3. CONTINUOUS INTEREST

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

### 4. AUTHORIZED DEALING WITH COLLATERAL

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

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

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

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

### 5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants to ATB that:

- (a) the Collateral is owned by the Debtor free of all Encumbrances, save for those Encumbrances agreed to in writing between ATB and the Debtor and those shown on Schedule "B" hereto;
- (b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Debtor to ATB from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor, except for normal cash discounts where applicable;

- (c) as at the date hereof, the description of the Collateral in Schedule "A" hereto is complete and accurate, and, if so requested by ATB, all serial numbers and vehicle identification numbers affixed to or ascribed to any of the Collateral have been provided to ATB;
- (d) the Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or impair its ability to perform its obligations hereunder, and has full power and authority to grant to ATB the Security Interest created under this Agreement and to execute, deliver and perform all of its obligations under this Agreement;
- (e) this Agreement has been duly executed and delivered by the Debtor and constitutes a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other similar laws of general application affecting creditors' rights generally and by rules of equity limiting enforceability by specific performance;
- (f) there is no provision in any agreement to which the Debtor is a party, nor is there any statute, rule or regulation, or to the knowledge of the Debtor any judgment, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;
- (g) there is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened, against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's business, financial condition or operations or impair the Debtor's ability to perform its obligations hereunder or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;
- (h) the name of the Debtor is accurately and fully set out below, and the Debtor is not nor has it been known by any other name other than as set out below;
- (i) as at the date hereof, the Collateral is located in the Province and such other jurisdictions indicated on Schedule "A" hereto. With respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "A" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all buildings, fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations. For certainty, the Security Interests attach to all Collateral, wherever located, whether or not in jurisdictions indicated on Schedule "A" hereto;
- (j) the Collateral does not consist of Consumer Goods;
- (k) the Collateral, except as previously communicated to ATB in writing, does not consist of Goods that are of a kind that are normally used in more than one jurisdiction; and
- (l) the Debtor's place of business, or if more than one place of business, the Debtor's chief executive office, is located in the Province (unless otherwise advised to ATB in writing).

## 6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with ATB that:

- (a) the Debtor owns and will maintain the Collateral free of Encumbrances, except those agreed to in writing between ATB and the Debtor and those described in Schedule "B" hereto, or hereafter approved in writing by ATB prior to their creation or assumption, and will defend its title to the Collateral for the benefit of ATB against the claims and demands of all persons;
- (b) the Debtor will maintain the Collateral in good condition and repair and will not allow the value of the Collateral to be materially impaired and will permit ATB or such person as ATB may from time to time appoint to enter into any premises during business hours and on reasonable prior notice (or at such other time as may be reasonably requested by ATB or such person) where the Collateral may be kept to view its condition;
- (c) the Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will furnish access to its books and records at all reasonable times, and will give to ATB any information which it may reasonably require relating to the Debtor's business;

- (d) the Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the Debtor and will punctually pay all debts and obligations to labourers, workers, employees, contractors, subcontractors, suppliers of materials and other creditors which, when unpaid, might under applicable federal, provincial, state or other laws have priority over the Security Interest granted by this Agreement;
- (e) the Debtor will punctually make all payments and perform all of its obligations under any contracts under which any material Collateral is held or to which it is subject;
- (f) the Debtor will immediately give notice to ATB of:
  - (i) any change in the location of the Collateral from that specified in Section 5(i) hereof;
  - (ii) the details of any material acquisition or disposition of Collateral (whether authorized by ATB or not), including any additions to or deletions from the listing of serial numbers and vehicle identification numbers specified in Schedule "A" hereto;
  - (iii) any material loss of or damage to Collateral;
  - (iv) the details of any claims or litigation that could adversely affect the Debtor or the Collateral in any material way;
  - (v) any change of its name or of any trade or business name used by it;
  - (vi) any change of its place of business, or if it has more than one place of business, of its chief executive office; and
  - (vii) any merger or amalgamation of the Debtor with any person;

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

- (g) the Debtor will insure and keep insured the Collateral (or, in the case of any real property, the buildings located on and constituting part of the Collateral) against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail and other insurable hazards to the extent of its full insurable value, and will maintain all such other insurance as ATB may reasonably require. The loss under the policies of insurance will be made payable to ATB as its interest may appear and will be written by an insurance company approved by ATB on terms reasonably satisfactory to ATB, and the Debtor will provide ATB with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and will deliver to ATB proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proofs and will do all necessary acts to enable ATB to obtain payment of the insurance monies;
- (h) the Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;
- (i) the Debtor will not remove any of the Collateral from any location specified in Section 5(i) hereof without the prior written consent of ATB;
- (j) ATB may pay or satisfy any Encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness;

- (k) ATB and the Debtor may from time to time agree in writing as to affirmative and negative covenants and restrictions to be performed and observed by the Debtor in respect of provision of financial information, payment of dividends, capital expenditures, incurring of additional obligations, reduction of capital, distribution of assets, amalgamation, repayment of loans, lending of money, sale and other disposition of assets and/or such other matters as ATB and the Debtor may think fit, and the Debtor agrees to perform and observe such affirmative and negative covenants and restrictions to the same extent and effect as if the same were fully set forth in this Agreement; and
- (l) the Debtor will not permit the Collateral constituting personal property to become affixed to real or other personal property (unless the Debtor owns such real or other personal property, and ATB has a Security Interest therein having the same priority as in respect of the Collateral becoming so affixed) without the prior consent of ATB in writing, and will obtain and deliver to ATB such waivers regarding the Collateral as ATB may reasonably request from any owner, landlord or mortgagee of the premises where the Collateral is or may be located.

## 7. DEFAULT

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

- (a) the Debtor fails to pay, when due, the Indebtedness or any part thereof;
- (b) the Debtor fails, when due, to perform any obligation (other than payment of the Indebtedness or any part thereof) to ATB, and such failure, if capable of being cured, is not cured within 5 days of the date the Debtor first knew or should have known of such failure;
- (c) the Debtor fails when due to perform any obligation to any other person, and such failure, if capable of being cured, is not cured within 7 days of the date the Debtor first knew or should have known of such failure;
- (d) any representation or warranty made in this Agreement or any other document or report furnished to ATB in respect of the Debtor or the Collateral is false or misleading in any material respect;
- (e) the Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or a substantial part of its assets;
- (f) any of the licenses, permits or approvals granted by any government or any government authority and material to the business of the Debtor is withdrawn, cancelled or significantly altered;
- (g) an order is made or a resolution is passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor or any arrangement or composition of its debts;
- (h) the Debtor becomes insolvent or makes an assignment or proposal or files a notice of intention to make a proposal for the benefit of its creditors, or a bankruptcy petition or receiving order is filed or made against the Debtor, or a Receiver (as hereinafter defined), trustee, custodian or other similar official of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangements Act* (Canada) or any other act for the benefit of its creditors;
- (i) any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a secured party takes possession of any of the Debtor's property;
- (j) any material adverse change occurs in the financial position of the Debtor; or
- (k) ATB considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

## 8. REMEDIES

On Default:



- (a) ATB may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as ATB in its sole discretion may determine, and the proceeds of such sale less all costs and expenses of ATB (including costs as between a solicitor and its own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;
- (b) ATB may apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral;
- (c) ATB may enforce this Agreement by any method provided for in this Agreement, under the PPSA or under any other applicable statute or otherwise as permitted by law, and may dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment;
- (d) ATB may apply to a court for the appointment of a Receiver (as hereinafter defined), or may appoint by instrument any person or persons, to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his stead. The term "Receiver" as used in this Agreement includes a receiver, a manager and a receiver-manager;
- (e) any Receiver will have the power:
  - (i) to take possession of any or all of the Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;
  - (ii) to carry on or concur in carrying on the business of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor;
  - (iii) to sell or lease any Collateral;
  - (iv) to make any arrangement or compromise which he may think expedient in the interest of ATB;
  - (v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;
  - (vi) to hold as additional security any increase or profits resulting from the Collateral;
  - (vii) to exercise all rights that ATB has under this Agreement or otherwise at law;
  - (viii) with the consent of ATB in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by ATB, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement;
  - (ix) to enter into and to occupy any premises in which the Debtor has any interest; and
  - (x) to exercise any of the powers and rights of an Entitlement Holder in respect of any Security Entitlement of the Debtor;
- (f) the Debtor hereby appoints each Receiver appointed by ATB to be its attorney to effect the sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under his seal pursuant hereto will have the same effect as if it were under the seal of the Debtor;
- (g) any Receiver will be deemed (for purposes relating to responsibility for the Receiver's acts or omissions) to be the agent of the Debtor and not of ATB, and the Debtor will be solely responsible for his acts or defaults and for his remuneration and expenses, and ATB will not be in any way responsible for any misconduct or negligence on the part of any Receiver;
- (h) neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities will be required to take any steps to preserve any rights against other parties pursuant to any Collateral, including without

limitation, any Investment Property, Chattel Paper or Instrument constituting the Collateral or any part of it. Furthermore, ATB shall have no obligation to take any steps to preserve prior encumbrances on any Collateral whether or not in ATB's possession and shall not be liable or accountable for failure to do so;

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

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

## 9. COLLECTION OF DEBTS

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

## 10. INVESTMENT PROPERTY

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

## 11. COLLATERAL IN POSSESSION OF ATB

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

- (a) ATB's responsibility with regard to the Retained Collateral shall be limited to exercising the same degree of care which it gives to similar property held by ATB at the branch where the Retained Collateral is held. ATB shall not in any event be obligated to protect the Retained Collateral from depreciating or becoming worthless, or to present, protest, collect, enforce or realize on any of the Retained Collateral;
- (b) ATB shall not be obliged to collect or see to the payment of revenue, income, interest or dividends upon any of the Retained Collateral, but all such revenue, income, interest or dividends, if any, when received by the Debtor, shall immediately be paid to ATB. ATB, in its sole discretion, may hold such monies as Collateral or appropriate it to any portion of the Indebtedness;
- (c) the Debtor irrevocably appoints ATB as its attorney and agent, with full powers of substitution, to sell, transfer, surrender, redeem, endorse or otherwise deal with any of the Retained Collateral as ATB, in its sole discretion, may see fit. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released; and
- (d) ATB shall have all rights and powers, but shall not be required to exercise any right or benefit which the holder or owner of the Retained Collateral may at any time have in connection with the Retained Collateral.

**12. ACCELERATION**

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

**13. NOTICE**

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

**14. COSTS AND EXPENSES**

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

**15. REAL PROPERTY (ONLY APPLICABLE IF OPTION (b) IN SCHEDULE A HAS BEEN SELECTED OR DEEMED TO HAVE BEEN SELECTED)**

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

- (i) any one of the events described in Section 7 hereof occurring;
- (ii) a declaration by ATB pursuant to Section 12 or a demand for payment otherwise being made by ATB;
- (iii) ATB taking any action to appoint a Receiver or to enforce its Security Interest or to realize upon all or any part of the Collateral; or
- (iv) ATB taking any action to register the floating charge granted hereunder or any caveat, security notice or other instrument in respect thereof against all or any part of the property which was subject to the floating charge at any real property registry or other similar office.

(b) In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.

**16. REGISTRATION**

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

17. MISCELLANEOUS

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

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

#### 18. INTERPRETATION

- (a) If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it.
- (b) Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female or body corporate.

#### 19. GOVERNING LAW

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

20. COPY OF AGREEMENT

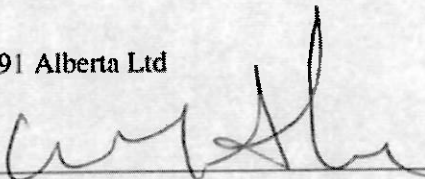
The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement, Financing Change Statement or Verification Statement relating to it.

IN WITNESS WHEREOF the Debtor has executed this Agreement this 13 day of Jan . 2013

Witness:

Witness: 

1719091 Alberta Ltd

Per:   
Michael Coe

Witness:

And per:

Full Address of Debtor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE A**

**Description of Collateral:**

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

- (a) All of the Debtor's present and after-acquired Personal Property.
- (b) All of the Debtor's present and after-acquired property, assets and undertaking, including without limitation all present and after-acquired Personal Property, and all present and after-acquired real, immoveable and leasehold property.
- (c) All of the Debtor's present and after-acquired Personal Property except \_\_\_\_\_ :
- (d) All of the Debtor's \_\_\_\_\_ equipment of whatever kind and wherever situated including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatever nature.
- (e) All Accounts, Instruments, debts and Chattel Paper which are now due, owing or accruing due, or which may hereafter become due, owing or accruing due, to the Debtor, together with all records (whether in writing or not) and other documents of any kind which in any way evidence or relate to any or all of the Accounts, Instruments, debts or Chattel Paper.
- (f) All of the Debtor's present and after-acquired Inventory, wherever located.
- (g) The following described Personal Property of the Debtor:
- (h) All harvested and unharvested crops whether growing or matured, and whether grain, roots, seeds, leaves or otherwise howsoever, and any interest of the Debtor therein, wherever located.
- (i) All of the Debtor's \_\_\_\_\_, male or female, born or unborn, branded or unbranded, of whatever age or stage of growth, wherever located.

**Listing of Serial Numbers:**

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

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

**Locations of Collateral:**

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

---

**SCHEDULE B**  
**PERMITTED ENCUMBRANCES**



This is **Exhibit "K"** referred to in the  
Affidavit of Yan Fong  
Sworn before me this 31<sup>st</sup> day of October, 2024



---

A Commissioner for Oaths in and for Alberta

KURTIS P. LETWIN  
BARRISTER AND SOLICITOR

Search ID #: Z17893318

**Transmitting Party**

DENTONS CANADA LLP

2500, 10220 103 AVE NW  
EDMONTON, AB T5J 0K4

Party Code: 50000165

Phone #: 780 423 7367

Reference #: 405525-2027 TLG/SG

Search ID #: Z17893318

Date of Search: 2024-Sep-30

Time of Search: 09:19:54

**Business Debtor Search For:**

1719091 ALBERTA LTD.

Both Exact and Inexact Result(s) Found

**NOTE:**

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



Search ID #: Z17893318

**Business Debtor Search For:**

1719091 ALBERTA LTD.

Search ID #: Z17893318

Date of Search: 2024-Sep-30

Time of Search: 09:19:54

---

Registration Number: 14051629125

Registration Date: 2014-May-16

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2034-May-16 23:59:59

---

Exact Match on: Debtor No: 1

---

**Amendments to Registration**

15020623608	Amendment	2015-Feb-06
21042728585	Amendment And Renewal	2021-Apr-27

---

**Debtor(s)**

**Block**

**Status**  
Current

1 1719091 ALBERTA LTD  
PO BOX 9 SITE 1 RR 3  
ROCKY MOUNTAIN HOUSE, AB T4T 2A3

---

**Secured Party / Parties**

**Block**

**Status**  
Deleted by  
21042728585

1 ALBERTA TREASURY BRANCHES - 08729  
BOX 789  
ROCKY MTN HOUSE, AB T4T1A6  
Phone #: 403 845 2811 Fax #: 403 845 5458

**Block**

**Status**  
Current by  
21042728585

2 ATB FINANCIAL - 08729  
BOX 789  
ROCKY MTN HOUSE, AB T4T1A6  
Phone #: 403 845 2811 Fax #: 403 845 5458  
Email: pprnotices@atb.com

Search ID #: Z17893318

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY	Current
2	PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL COLLATERAL OR PROCEEDS THEREOF	Current
3	ALL ACCOUNTS, INSTRUMENTS AND ALL SUPPORTING RECORDS	Current
4	ALL EQUIPMENT	Current By 15020623608

Search ID #: Z17893318

**Business Debtor Search For:**

1719091 ALBERTA LTD.

Search ID #: Z17893318

Date of Search: 2024-Sep-30

Time of Search: 09:19:54

---

Registration Number: 18042425269

Registration Date: 2018-Apr-24

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2038-Apr-24 23:59:59

---

Exact Match on: Debtor No: 1

---

**Debtor(s)**

**Block**

**Status**

Current

1 1719091 ALBERTA LTD.  
BOX 14, SITE 17, R.R. 3  
ROCKY MOUNTAIN HOUSE, AB T4T 2A3

**Secured Party / Parties**

**Block**

**Status**

Current

1 CLEARWATER RADIATOR INC.  
BOX 14, SITE 17, R.R. 3  
ROCKY MOUNTAIN HOUSE, AB T4T 2A3

**Collateral: General**

**Block**

**Description**

**Status**

1 All present and after acquired personal property

Current

Search ID #: Z17893318

**Business Debtor Search For:**

1719091 ALBERTA LTD.

Search ID #: Z17893318

Date of Search: 2024-Sep-30 Time of Search: 09:19:54

---

Registration Number: 21021728146

Registration Date: 2021-Feb-17

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2032-Feb-17 23:59:59

---

Exact Match on: Debtor No: 1

---

**Debtor(s)**

**Block**

**Status**  
Current

1 1719091 ALBERTA LTD.  
SITE 14 BOX 17 RR 3  
ROCKY MOUNTAIN HOUSE, AB T4T 2A3

**Secured Party / Parties**

**Block**

**Status**  
Current

1 SERVUS CREDIT UNION LTD.  
151 KARL CLARK ROAD NW  
EDMONTON, AB T6N 1H5  
Phone #: 877 378 8728 Fax #:  
Email: rms@servus.ca

**Collateral: General**

**Block**

**Description**

**Status**  
Current

1 All present and after-acquired personal property.

Search ID #: Z17893318

**Business Debtor Search For:**

1719091 ALBERTA LTD.

Search ID #: Z17893318

Date of Search: 2024-Sep-30

Time of Search: 09:19:54

---

Registration Number: 21032233846

Registration Date: 2021-Mar-22

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2027-Mar-22 23:59:59

---

Inexact Match on: Debtor No: 2

---

**Debtor(s)**

**Block**

**Status**  
Current

1 EDGEWOOD PRODUCTS INC.  
#9 GATEWAY DRIVE  
ROCKY MOUNTAIN HOUSE, AB T4T 2A3

**Block**

**Status**  
Current

2 1719091 ALBERTA INC.  
#9 GATEWAY DRIVE  
ROCKY MOUNTAIN HOUSE, AB T4T 2A3

**Block**

**Status**  
Current

3 COE, MICHAEL, DAVID  
BOX 9 SITE 1 RR 3  
ROCKY MOUNTAIN HOUSE, AB T4T 2A3

Birth Date:  
1966-Jul-22

**Secured Party / Parties**

**Block**

**Status**  
Current

1 ARBUTUS CAPITAL LEASING LTD.  
1530-355 BURNARD STREET  
VANCOUVER, BC V6C 2G8  
Phone #: 604 662 7717  
Email: lease@arbutuscapital.com

Search ID #: Z17893318

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	(100) Gavita Pro 1700e LED 120-277 Volt (100) Gavita 8 ft Power Cord 208-240 Volt for LED (100) Gavita E-Series Adapter - 120 - 277 Volt (4) Gavita Master Controller EL1 - Gen 2	Current
2	Together with all attachments, parts, accessories, accessions, replacements, substitutions, additions and improvements thereto, all equipment placed on or forming part of the goods described herein, all property to which the goods described herein may become attached, 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. Proceeds: All present and after-acquired personal property that may be derived from the sale or other disposition of the collateral described above and any proceeds thereof.	Current



Search ID #: Z17893318

**Business Debtor Search For:**

1719091 ALBERTA LTD.

Search ID #: Z17893318

Date of Search: 2024-Sep-30

Time of Search: 09:19:54

---

Registration Number: 23010421788

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2023-Jan-04

Registration Status: Current

Expiry Date: 2025-Jan-04 23:59:59

---

Issued in Edmonton Judicial Centre

Court File Number is 2203 12106

Judgment Date is 2022-Dec-16

This Writ was issued on 2023-Jan-03

Type of Judgment is Other

Original Judgment Amount: \$1,444,154.29

Costs Are: \$0.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$1,444,154.29

---

Exact Match on: Debtor No: 1

---

**Solicitor / Agent**

DENTONS CANADA LLP  
2500, 10220 - 103 AVE NW  
EDMONTON, AB T5J 0K4

Phone #: 780 423 7100

Fax #: 780 423 7276

Reference #: 405525-  
2027/TLG

Email: PPR.ALBERTA@DENTONS.COM

**Debtor(s)**

**Block**

**Status**

1 1719091 ALBERTA LTD.  
100, 10230 142 STREET  
EDMONTON, AB T5N 3Y6

Current

**Block**

**Status**

2 CLEARWATER RADIATOR INC.  
100, 10230 - 142 STREET NW  
EDMONTON, AB T5N 3Y6

Current

Search ID #: Z17893318

**Block**

3      EDGEWOOD PRODUCTS INC  
         UNIT 1, 4616 - 47 AVENUE  
         ROCKY MOUNTAIN HOUSE, AB T4T 1C8

**Status**  
Current

**Creditor(s)**

**Block**

1      ATB FINANCIAL  
         4504 46 AVE  
         ROCKY MOUNTAIN, AB T4T 1C6  
         Email: PPRNOTICES@ATB.COM

**Status**  
Current

Search ID #: Z17893318

**Business Debtor Search For:**

1719091 ALBERTA LTD.

Search ID #: Z17893318

Date of Search: 2024-Sep-30

Time of Search: 09:19:54

---

Registration Number: 23011909449

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jan-19

Registration Status: Current

Expiry Date: 2028-Jan-19 23:59:59

---

Exact Match on: Debtor No: 2

---

**Debtor(s)**

**Block**

**Status**  
Current

1 COE, MICHAEL, DAVID  
BOX 9, SUITE 1, RR 3  
ROCKY MOUNTAIN HOUSE, AB T4T 2A3

Birth Date:  
1966-Jul-22

**Block**

**Status**  
Current

2 1719091 ALBERTA LTD.  
100, 10230 142 STREET  
EDMONTON, AB T5N 3Y6

**Secured Party / Parties**

**Block**

**Status**  
Current

1 D.M. HAWRELUK PROFESSIONAL CORPORATION  
C/O BARR LLP 2500-10123 99 STREET NW  
EDMONTON, AB T5J 3H1  
Email: corporateservices@barrllp.com

**Collateral: General**

**Block**

**Description**

**Status**

1 All of the Debtor's present and after-acquired Personal Property, as well as a mortgage by way of a floating charge on the Debtor's lands as defined in the Mortgage, which shall include real property, immovable property, leasehold property and other property, assets and undertaking not subject to the PPSA, including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled. Current

**Search ID #: Z17893318**

- |   |   |         |
|---|---|---------|
| 2 | All Accounts, Instruments, debts and Chattel Paper which are now due, owing or accruing due, or which may hereafter become due, owing or accruing due, to the Debtor, together with all records (whether in writing or not) and other documents of any kind which in any way evidence or relate to any or all of the Accounts, Instruments, debts or Chattel Paper. | Current |
| 3 | All of the Debtor's present and after-acquired Inventory, wherever located.   | Current |

Search ID #: Z17893318

**Business Debtor Search For:**

1719091 ALBERTA LTD.

Search ID #: Z17893318

Date of Search: 2024-Sep-30

Time of Search: 09:19:54

---

Registration Number: 24062812073

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2024-Jun-28

Registration Status: Current

Expiry Date: 2026-Jun-28 23:59:59

---

Issued in Red Deer Judicial Centre

Court File Number is 2410 00549

Judgment Date is 2024-Jun-26

This Writ was issued on 2024-Jun-27

Type of Judgment is Other

Original Judgment Amount: \$102,804.84

Costs Are: \$0.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$102,804.84

---

Inexact Match on: Debtor No: 2

---

**Solicitor / Agent**

WITTEN LLP  
2500, 10303 JASPER AVENUE  
EDMONTON, AB T5J 3N6

Phone #: 780 428 0501

Fax #: 780 429 2559

Reference #: 77406-714  
BRC/tag

Email: lawyers@wittenlaw.com

**Debtor(s)**

**Block**

**Status**

1 EDGEWOOD PRODUCTS INC.  
UNIT 1, 4616 - 47 AVENUE  
ROCKY MOUNTAIN HOUSE, AB T4T 1C8

Current

**Block**

**Status**

2 1719091 ALBERTA INC.  
100, 10230 - 142 STREET  
EDMONTON, AB T5N 3Y6

Current

Search ID #: Z17893318

**Block**

**Status**  
Current

3 COE, MICHAEL, DAVID  
BOX 9, SITE 1, RR 3  
ROCKY MOUNTAIN HOUSE, AB T4T 2A3

Gender: Birth Date:  
Male 1966-Jul-22

**Block**

**Status**  
Current

4 COE, MICHAEL  
BOX 9, SITE 1, RR 3  
ROCKY MOUNTAIN HOUSE, AB T4T 2A3

Gender: Birth Date:  
Male 1966-Jul-22

Alias of Block:  
0003

**Block**

**Status**  
Current

5 COE, MIKE  
BOX 9, SITE 1, RR 3  
ROCKY MOUNTAIN HOUSE, AB T4T 2A3

Gender: Birth Date:  
Male 1966-Jul-22

Alias of Block:  
0003

**Creditor(s)**

**Block**

**Status**  
Current

1 ARBUTUS CAPITAL LEASING LTD.  
C/O 2500, 10303 JASPER AVENUE  
EDMONTON, AB T5J 3N6  
Email: lawyers@wittenlaw.com

Search ID #: Z17893318

**Business Debtor Search For:**

1719091 ALBERTA LTD.

Search ID #: Z17893318

Date of Search: 2024-Sep-30

Time of Search: 09:19:54

---

Registration Number: 24070331372

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2024-Jul-03

Registration Status: Current

Expiry Date: 2026-Jul-03 23:59:59

---

Issued in Red Deer Judicial Centre

Court File Number is 2410 00549

Judgment Date is 2024-Jun-26

This Writ was issued on 2024-Jun-27

Type of Judgment is Other

Original Judgment Amount: \$102,804.84

Costs Are: \$0.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$102,804.84

---

Exact Match on:

Debtor

No: 6

---

**Amendments to Registration**

24092512513

Amendment

2024-Sep-25

---

**Solicitor / Agent**

WITTEN LLP  
2500, 10303 JASPER AVENUE  
EDMONTON, AB T5J 3N6

Phone #: 780 428 0501

Fax #: 780 429 2559

Reference #: 77406-714  
BRC/TAG

Email: LAWYERS@WITTENLAW.COM

---

**Debtor(s)**

**Block**

**Status**

1 EDGEWOOD PRODUCTS INC.  
UNIT 1, 4616 - 47 AVENUE  
ROCKY MOUNTAIN HOUSE, AB T4T 1C8

Current

Search ID #: Z17893318

**Block**

2 1719091 ALBERTA INC.  
100, 10230 - 142 STREET  
EDMONTON, AB T5N 3Y6

**Status**

Deleted by  
24092512513

**Block**

3 COE, MICHAEL, DAVID  
BOX 9, SITE 1, RR 3  
ROCKY MOUNTAIN HOUSE, AB T4T 2A3

**Status**

Current

Gender:  
Male

Birth Date:  
1966-Jul-22

**Block**

4 COE, MICHAEL  
BOX 9, SITE 1, RR 3  
ROCKY MOUNTAIN HOUSE, AB T4T 2A3

**Status**

Current

Gender:  
Male

Birth Date:  
1966-Jul-22

Alias of Block:  
0003

**Block**

5 COE, MIKE  
BOX 9, SITE 1, RR 3  
ROCKY MOUNTAIN HOUSE, AB T4T 2A3

**Status**

Current

Gender:  
Male

Birth Date:  
1966-Jul-22

Alias of Block:  
0003

**Block**

6 1719091 ALBERTA LTD.  
100, 10230 - 142 STREET  
EDMONTON, AB T5N 3Y6

**Status**

Current by  
24092512513

**Creditor(s)**

**Block**

1 ARBUTUS CAPITAL LEASING LTD.  
C/O 2500, 10303 JASPER AVENUE  
EDMONTON, AB T5J 3N6  
Email: LAWYERS@WITTENLAW.COM

**Status**

Current

Result Complete



This is **Exhibit "L"** referred to in the  
Affidavit of Yan Fong  
Sworn before me this 31<sup>st</sup> day of October, 2024



---

A Commissioner for Oaths in and for Alberta



-----  
ENCUMBRANCES, LIENS & INTERESTSPAGE 2  
# 132 092 177

## REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		ROCKY MOUNTAIN HOUSE ALBERTA
132 092 178	04/04/2013	MORTGAGE MORTGAGEE - ALBERTA TREASURY BRANCHES. BOX 789 ROCKY MOUNTAIN HOUSE ALBERTA T4T1A6 ORIGINAL PRINCIPAL AMOUNT: \$750,000
142 243 945	30/07/2014	AMENDING AGREEMENT AMOUNT: \$1,200,000 AFFECTS INSTRUMENT: 132092178
142 404 213	28/11/2014	AMENDING AGREEMENT AMOUNT: \$1,270,000 AFFECTS INSTRUMENT: 132092178
152 090 333	20/03/2015	AMENDING AGREEMENT AMOUNT: \$1,350,000 AFFECTS INSTRUMENT: 132092178
222 042 241	22/02/2022	MORTGAGE MORTGAGEE - DAVID BORAS 1261 2A AVE NORTH LETHBRIDGE ALBERTA T1H0G1 ORIGINAL PRINCIPAL AMOUNT: \$200,000
222 042 242	22/02/2022	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - DAVID BORAS 1261 2A AVE N LETHBRIDGE ALBERTA T1H0G1 AGENT - IAN D ZADEIKS
222 123 182	31/05/2022	MORTGAGE MORTGAGEE - D.M. HAWRELUK PROFESSIONAL CORPORATION. 3200 TELUS HOUSE, SOUTH TOWER 10020-100 ST EDMONTON ALBERTA T5J0N3 ORIGINAL PRINCIPAL AMOUNT: \$225,000
222 123 183	31/05/2022	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - D.M. HAWRELUK PROFESSIONAL CORPORATION. 2500, 10123 99 STREET NW EDMONTON

( CONTINUED )

-----  
ENCUMBRANCES, LIENS & INTERESTS

PAGE 3  
# 132 092 177

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

ALBERTA T5J3H1  
AGENT - BRANDON K HANS

242 186 333    27/07/2024 CAVEAT  
RE : AGREEMENT CHARGING LAND  
CAVEATOR - ROCKY GAS CO-OP LTD.  
BOX 697  
ROCKY MOUNTAIN HOUSE  
ALBERTA T4T1A5

242 190 111    31/07/2024 WRIT  
CREDITOR - ARBUTUS CAPITAL LEASING LTD.  
C/O 2500, 10303 JASPER AVE  
EDMONTON  
ALBERTA T5J3N6  
DEBTOR - 1719091 ALBERTA INC.  
100, 10230 142 STREET  
EDMONTON  
ALBERTA T5N3Y6  
AMOUNT: \$102,804 AND COSTS IF ANY  
ACTION NUMBER: 2410 00549

TOTAL INSTRUMENTS: 012

-----  
PENDING REGISTRATION QUEUE

DRR NUMBER	RECEIVED DATE (D/M/Y)	SUBMITTER	LAND ID
F00AVML	26/08/2024	GOWLING WLG (CANADA) LLP 4032981975 CUSTOMER FILE NUMBER: A149235/ALT/1719091ALBERT	
001		CERTIFICATE OF LIS PENDENS	0035 446 277
F00AZWZ	30/08/2024	ROCKY REA 403-845-4600 CUSTOMER FILE NUMBER: 200054	
001		CAVEAT	#132 092 177

TOTAL PENDING REGISTRATIONS: 002

DISCLAIMER: THE DOCUMENT INFORMATION REFLECTED IN THE PENDING  
REGISTRATION QUEUE HAS NOT BEEN VERIFIED BY LAND TITLES AND MAY BE  
SUBJECT TO CHANGE UPON REVIEW AND REGISTRATION.

( CONTINUED )

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 30 DAY OF  
SEPTEMBER, 2024 AT 09:35 A.M.

ORDER NUMBER: 51751311

CUSTOMER FILE NUMBER: 405525-2027



\*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).