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COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

APPLICANT

ROYAL BANK OF CANADA

RESPONDENTS

FOOTHILLS TRUCK SALES & SERVICES

LTD. and TODD BAILEY

DOCUMENT

AFFIDAVIT

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Wilson Laycraft

Attn: Richard E. Harrison #650, 211 11th Ave SW Calgary, AB T2R 0C6 T: 403.290.1601

F: 403.290.0828

AFFIDAVIT OF ERWIN BROKOP Sworn on June 28, 2024

I, Erwin Brokop, of Alberta, SWEAR AND SAY THAT:

- 1. I am a creditor of the Respondents and I have personal knowledge of the facts and matters hereinafter deposed to, except where stated to be based on information and belief, and where so stated. I verily believe same to be
- 2. On August 5, 2021, the Respondents signed a Floating Demand Note. Attached hereto to this my Affidavit as Exhibit 'A' is a copy of the August 5, 2021 Floating Demand Note.
- 3. I recognize that the corporate entity, Foothills Truck Sales & Services Ltd., formerly known as Baileys Whole Sale Ltd. ("Foothills"), is misnamed in the Floating Demand Note. Attached hereto to this my Affidavit as Exhibit 'B' is a corporate search for Foothills.
- 4. Attached hereto to this my Affidavit as Exhibit 'C' is a copy of a corporate search for 866565 Alberta Ltd.
- 5. The Floating Demand Note was previously secured by a General Security Agreement signed by Todd Bailey. Attached hereto to this my Affidavit as Exhibit 'D' is a copy of the General Security Agreement dated February 20, 2020.
- 6. The General Security Agreement was registered at the Personal Property Registry against Todd Bailey on June 12, 2024. Attached hereto to this my Affidavit as Exhibit 'E' is a copy of a PPR Search Results Report dated June 25, 2024.
- 7. On March 5, 2020 I obtained a second piece of security, an Option to Purchase the following property:

MERIDIAN 5 RANGE 2 TOWNSHIP 18

SECTION 33

QUARTER NORTH WEST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

PLAN NUMBER

HECTARES

(ACRES)

MORE OR LESS

ROAD 0011043

1.815

4.48 **EXCEPTING THEREOUT ALL MINES AND MINERALS**

AND THE RIGHT TO WORK THE SAME

(the "Property")

- 8. Attached hereto to this my Affidavit as Exhibit 'F' is a current certificate of title for the Property.
- 9. The Option to Purchase is attached hereto to this my Affidavit as **Exhibit 'G'**. I registered the Option to Purchase as a caveat on the Property on June 7, 2024.
- 10. On June 12, 2024, I exercised the Option to Purchase. Attached hereto to this my Affidavit as Exhibit 'H' is a copy of the exercise, along with a copy of the \$100 cheque.
- 11. Mr. Bailey has thus far refused to accept service of my exercise of the Option to Purchase. Attached hereto to this my Affidavit as **Exhibit** 'I' is an Affidavit of my process server detailing attempts to serve Mr. Bailey with a Statement of Claim to enforce the Demand Note and the Option to Purchase.
- 12. As at June 6, 2024, the Respondents owe 866565 Alberta Ltd. and I \$1,559,171.45 pursuant to the Floating Demand Note. Attached hereto to this my Affidavit as **Exhibit 'J'** is a spreadsheet showing a history of draws, payments and interest charges under the Floating Demand Note.

Foothills Truck Sales & Services Ltd.

- 13. Foothills was in the business of purchasing trucks and other heavy equipment, refurbishing then reselling that equipment. Foothills also offered its services to members of the general public who needed automotive work done on their vehicles.
- 14. In or around April 2023, Foothills had approximately 30 vehicles it was refurbishing, selling or otherwise repairing. It also had significant equipment and assets. There was a John Deere skid-steer, hoists, mechanical equipment, jacks and tools.
- 15. Foothills operated on the Property.
- 16. The Respondent, Todd Bailey, along with his two children and his brother, resided at the Property.
- 17. Mr. Bailey and I were friends. I was assisting him in developing Foothills' business by providing financing. We had regular communication.
- 18. May 6, 2024 was the last time that I received any communication from Mr. Bailey. I contacted him to inform him that his last payment to me was denied because of insufficient funds. Mr. Bailey texted me back and informed me that he would call me shortly.
- 19. Since that communication, I have not received any communication from Mr. Bailey, despite numerous attempts to phone, text or email him.
- 20. I attended the Property on approximately June 7, 2024 to inquire into what was happening. Upon attending the Property, all equipment was removed. No one answered the door, so I attended a shop adjacent to the residence to see if anyone was there. On the west side there as a broken window, which I looked through. Outside the shop there were no trucks, equipment, the skid-steer was removed and there was no other visible assets or equipment.
- 21. When I looked through the broken window of the shop, the entire shop was cleared out and nothing was visible. There were no hoists, mechanical equipment, tools or other assets. Everything was gone and removed and nothing was visible.
- 22. I walked over to another, larger shop, which normally contained vehicles, more equipment and tools. The shop is a 60' x 160' steel Quonset. I helped him purchase the Quonset, and so I am aware of its dimensions. I looked through the front door window and there was only one vehicle visible inside the entire shop. There were no other visible assets.

23. I understand that this last vehicle is no longer on the Property and was used to transport Mr. Bailey's belongings to Nova Scotia, where he has since returned.

SWORN BEFORE ME at Calgary, Alberta, this 28th day of June, 2024.

(Commissioner for Oaths in and for the Province of Alberta)

AMY ANNE MITCHELL

A Commissioner for Oaths in and for Alberta
My Commission Expires: July 26, 202

THIS IS EXHIBIT "A Referred to in the Affidavit of A Referred to in the Affidavit of A.D. 20 24

A Commissioner for Oaths in and for the Presence of Alberta

AMY ANNE MITCHELL
A Commissioner for Oaths in and for Alberta
My Commission Expires: July 26, 2024

EB: ODPY

AGREEMENT SUPPORTING FLOATING DEMAND NOTE

The borrower shall be allowed to ask for monies, from time to time, up to the figure shown under the
accompanying "Floating" demand note, minus any then outstanding amount owed under the note
as based on a sum balance of calculated interest and principal as of the date of the request.
Any monies repaid by the borrower shall be applied firstly to interest and then to principal owing and
where such payment results in a principal reduction, such payment shall increase the future amount of
monies available to the borrower under the note.
All advances shall be charged an additional % administration charge which charge will be
automatically added to the principal balance owing on the debt thereunder along with the amount
of money being requested and advanced. Both the administration charge and the new advance shall
become part of the amount owing hereunder and accrue interest at the same rate as specified on the
demand note.
The lender reserves the right to demand all monies owed under the floating demand note at any time
and/or refuse any further advances to the borrower at the lender's sole unfettered discretion.
The administration charge along with the interest being charged on this credit facility creates a cost
of borrowing equal to
outstanding for 12 months.
The borrower agrees to make a minimum monthly payment each month equal to the accrued interest
as calculated against the average of the highest and lowest daily amount owing on the previous month.
The borrower has the right to prepay any amount outstanding under the note prior to 1:00 PM any
business day without bonus or penalty. Payment made after 1:00 PM shall be adjusted and calculated
as if paid on the following business day.
Signed and dated this 21 day of MAY 20 19
Borrower X

Government Corporation/Nonof Alberta **Profit Search**

Corporate Registration System

Date of Search:

2024/06/07

Time of Search:

02:07 PM

Search provided by:

GILBERT J LUDWIG PROF CORP O/A WILSON

LAYCRAFT

Service Request Number:

42307311

Customer Reference

4033-023

Number:

Corporate Access Number: 2020626954

Business Number:

796926889

Legal Entity Name:

FOOTHILLS TRUCK SALES & SERVICES LTD.

Name History:

Previous Legal Entity Name

Date of Name Change (YYYY/MM/DD)

BAILEYS WHOLE SALE LTD. 2020/12/02

Legal Entity Status:

Active

Alberta Corporation Type: Named Alberta Corporation

Registration Date:

2017/08/15 YYYY/MM/DD

Date of Last Status Change: 2023/01/09 YYYY/MM/DD

Registered Office:

Street:

144133 - 530 AVENUE WEST

City:

LONGVIEW

Province:

ALBERTA

Postal Code:

T0L1H0

Records Address:

Street:

144133 - 530 AVENUE WEST

City:

LONGVIEW

Province:

ALBERTA

Postal Code:

T0L1H0

Mailing Address:

Post Office Box: PO BOX 45

THIS IS EXHIBIT "

AMY ANNE MITCHELL

A Commissioner for Oaths in and for Alberta My Commission Expires: July 26, 20

City:

LONGVIEW

Province:

ALBERTA

Postal Code:

T0L1H0

Email Address: ADMIN@FOOTHILLSTRUCKS.CA

Primary Agent for Service:

Last

First Middl Fir Nam e

Stre City

Province

Name

Name

Nam et

BAILE TOD LESLI

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PO LONGVIE ALBERT T0L1

SALES@FOOTHILLSTRUC

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H0KS.CA

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Directors:

Last Name:

BAILEY

First Name:

TODD

Street/Box Number: PO BOX 45

City:

LONGVIEW

Province:

ALBERTA

Postal Code:

T0L1H0

Voting Shareholders:

Last Name:

BAILEY

First Name:

TODD

Street:

P.O. BOX 45

City:

LONGVIEW

Province:

ALBERTA

Postal Code:

T0L1H0

Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure:

SEE ATTACHED SCHEDULE "A"

Share Transfers Restrictions: SEE ATTACHED SCHEDULE "B"

Min Number Of Directors:1Max Number Of Directors:10Business Restricted To:NONEBusiness Restricted From:NONE

Other Provisions: SEE ATTACHED SCHEDULE "C"

Associated Registrations under the Partnership Act:

Trade Partner Name Registration Number

FOOTHILLS TRUCK SALES TN21841598

Other Information:

Last Annual Return Filed:

File Year Date Filed (YYYY/MM/DD)

2022 2023/01/09

Outstanding Returns:

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

Filing History:

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

2017/08/15 Incorporate Alberta Corporation

2020/02/22 Update BN

2020/12/02 Name Change Alberta Corporation

2020/12/03 Change Address

2022/10/02 Status Changed to Start for Failure to File Annual Returns 2023/01/09 Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type Microfilm Bar Code Date Recorded (YYYY/MM/DD)

Share StructureELECTRONIC2017/08/15Restrictions on Share TransfersELECTRONIC2017/08/15Other Rules or ProvisionsELECTRONIC2017/08/15

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.



Government Corporation/Nonof Alberta I **Profit Search**

Corporate Registration System

Date of Search:

2024/06/28

Time of Search:

11:40 AM

Search provided by:

GILBERT J LUDWIG PROF CORP O/A WILSON

LAYCRAFT

Service Request Number:

42447694

Customer Reference

4033-023

Number:

Referred to in the Affidavit of

Corporate Access Number: 208665653

Business Number:

876404922

Legal Entity Name:

866565 ALBERTA LTD.

Legal Entity Status:

Active

Alberta Corporation Type: Numbered Alberta Corporation

Registration Date:

2000/02/15 YYYY/MM/DD

AMY ANNE MITCHELL A Commissioner for Oaths in and for Alberta

My Commission Expires: July 26, 20

Registered Office:

Street:

176024 186 AVE W

City:

FOOTHILLS

Province:

ALBERTA

Postal Code:

T1S2S9

Email Address: ERWINBROKOP@HOTMAIL.COM

Primary Agent for Service:

Last Name Name

Stree

City

Province Postal Code Email

S9

1760 FOOTHIL ALBER T1S2 ERWINBROKOP@HOTMAI

BROK ERWI

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L.COM

186

AVE

W

Directors:

OP

Last Name:

BROKOP

First Name:

ERWIN

Street/Box Number: 176024 186 AVE W

City:

FOOTHILLS

Province:

ALBERTA

Postal Code:

T1S2S9

Voting Shareholders:

Last Name:

BROKOP

First Name:

ERWIN

Street:

176024 186 AVE W

City:

FOOTHILLS

Province:

ALBERTA

Postal Code:

T1S2S9

Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure:

SEE SCHEDULE "A" ATTACHED

Share Transfers

THE TRANSFER OF SHARES IS RESTRICTED: NO SHARES MAY BE TRANSFERRED WITHOUT THE APPROVAL OF THE BOARD

Restrictions:

OF DIRECTORS.

Min Number Of

Directors:

1

Max Number Of

Directors:

7

Business

Restricted To:

NONE

Business

NONE

Other Provisions: SEE SCHEDULE "B" ATTACHED

Restricted From:

Other Information:

Last Annual Return Filed:

File Year Date Filed (YYYY/MM/DD)

2024 2024/01/18

Filing History:

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

2000/02/15

Incorporate Alberta Corporation

2000/04/04

Change Address

2020/02/17

Update BN

2024/01/18

Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type

Microfilm Bar Code Date Recorded (YYYY/MM/DD)

Share Structure

ELECTRONIC

2000/02/15

Other Rules or Provisions ELECTRONIC

2000/02/15

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.



AMY ANNE MITCHELL
A Commissioner for Oaths in and for Alberta
My Commission Expires: July 26, 20

GENERAL SECURITY AGREEMENT

EAUIN BROKOP AND/OR
866565 ALBERTA LTD AND/OR
("the Lender") OLYMPIA TRUST COMPANY

TODD BAILEY

FROM:

TO:

("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 of Alberta, as in force at the date of this Agreement, which Act including amendments thereto and any Act substituted therefor and amendments thereto is herein defined as "PPSA".

2. SECURITY INTEREST

As continuing security for the payment and performance of all debts, liabilities and obligations of the Debtor to the Lender howsoever arising (present and future, absolute and contingent) (the "Indebtedness") the Debtor grants a Security Interest to and in favour of the Lender in the undertaking of the Debtor and in all personal property referred to in Schedule "A" and in all Proceeds and renewals thereof, accessions thereto and substitutions therefor (the "Collateral"). The Debtor warrants and acknowledges to and in favour of the Lender that:

- (a) the parties intend the Security Interest hereby constituted in its existing property to attach upon execution and delivery hereof;
- (b) the parties intend the Security Interest created in after-acquired property of the Debtor to attach at the same time as it acquires rights in the said after-acquired property; and
- value has been given. (c)

3. CONTINUOUS INTEREST

The mortgage, pledge, charge and Security Interest hereby created shall be a continuous charge notwithstanding the Indebtedness may be fluctuating and even may from time to time, and at any time, be reduced to a nil balance and notwithstanding monies advanced may be repaid and further advances made to or to the order of the Debtor or in respect of which the Debtor is liable.

4. AUTHORIZED DEALING WITH COLLATERAL

Until Default, or until the Lender 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 may not, and agrees that it will not, without prior written consent of the Lender:

- (a) Sell or dispose of any of the Collateral otherwise than 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 or incur any Security Interest, lien assessment, or encumbrance upon any of the Collateral which ranks or purports to rank, or is capable of being enforced in priority to or equally with the Security Interest granted under this Agreement, except Purchase Money Security Interests and Leases incurred in the ordinary course of the Debtor's business.

If the Collateral comprises any Securities, Chattel Paper, Instruments, Money or Documents of Title, the Debtor will, upon request, deliver the same to **the Lender** and will allow **the Lender** to retain in possession of the same.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants with the Lender that:

- (a) The Collateral is owned by the Debtor free of all Security Interests, mortgages, liens, claims, charges or other encumbrances (hereinafter collectively called "Encumbrances"), save for those Encumbrances 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 the Lender from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor;
- (c) 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 and has full power and authority to execute, deliver and perform all of its obligations under this Agreement;
- (d) This Agreement when duly executed and delivered by the Debtor will constitute a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any

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other laws of general application affecting creditors' rights and rules of equity governing enforceability by specific performance;

- (e) There is no provision in any agreement to which the Debtor is a party, nor to the knowledge of the Debtor is there any statute, rule or regulation, or any judgment, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;
- (f) 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 financial condition or operations or impair the Debtor's financial condition or operations or impair the Debtor's ability to perform its obligations hereunder.
- (g) The names of the Debtor are accurately and fully set out above, and the Debtor's is known by any other names.

6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with the Lender that:

- (a) The Debtor owns and will maintain the Collateral free of Encumbrances, except those described in Schedule "B" hereto, or hereafter approved in writing by the Lender prior to their creation or assumption, and will defend title to the Collateral for the benefit of the Lender 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 impaired, and will permit the Lender or such person as the Lender may from time to time appoint to enter into any premises where the Collateral may be kept to view its condition;
- (c) The Debtor will conduct 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 the Lender 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, workmen, employees, contractors, subcontractors, suppliers of materials and other debts which, when unpaid, might under the laws of Canada or any province of Canada have priority over the Security Interest granted by this

Agreement;



- (e) The Debtor will punctually make all payments and perform all obligations in any lease by the Debtor under any agreement charging property of the Debtor;
- (f) The Debtor will immediately give notice to the Lender of:
 - (i) any change in the location of the Collateral;
 - (ii) the details of any material acquisition or disposition of Collateral (whether authorized by the Lender or not);
 - (iii) any material loss of or damage of Collateral;
 - (iv) the details of any claims or litigation affecting materially the Debtor or Collateral; and
 - (v) any change of its name;
- (g) The Debtor will insure and keep insured against loss or damage by fire or other insurable hazards the Collateral to the extent of its full insurable value, and will maintain all such other insurance as the Lender may reasonably require. The loss under the policies of insurance company will be made payable to the Lender as its interest may appear and will be written by an insurance company approved by the Lender in terms satisfactory to the Lender and the Debtor will provide the Lender 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 deliver to the Lender 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 the Lender to obtain payment of the insurance's monies;
- (h) The Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral;
- (i) The Debtor will not remove any of the Collateral from Alberta without prior written consent of **the Lender**;
- (j) The Lender 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) The Lender may from time to time specify to the Debtor in writing

affirmative covenants and restrictions to be performed and observed by the Debtor in respect of provision of financial information, payment of dividends, capital expenditures, incurring 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 the Lender may think fit, and the Debtor agrees to perform and observe such affirmative and negative convenants and restrictions to the same extent and effect as if the same were fully set forth in this Agreement.

7. **DEFAULT**

The happening of any of the following shall constitute Default under this Agreement:

- (a) The Debtor fails to pay, when due, the Indebtedness or any part thereof or to perform when due any other obligation to **the Lender**;
- (b) The Debtor fails when due to perform any obligation to any other person, and such failure is not cured within 30 days of the date the Debtor first knew or should have known of such failure;
- (c) Any representation or warranty made in this Agreement or any other document or report furnished to **the Lender** in respect of the Debtor or the Collateral proves to have been or to have become false or materially misleading;
- (d) The Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or substantial part of its assets;
- (e) Any of the licenses, permits or approvals granted by any government or any governmental authority and essential to the business of the Debtor is withdrawn, canceled or significantly altered;
- (f) An order is made or a resolution passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor;
- (g) The Debtor becomes insolvent or makes an assignment or proposal for the benefit of its creditors, or a Bankruptcy Petition or Receiving Order is filed or made against the Debtor, or a Receiver 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 Actor any other Act for the benefit of its creditors;

- (h) Any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, a Secured Party takes possession of any of the Debtor's property;
- (i) Any material adverse change occurs in the financial position of Debtor;
- (j) The Lender 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 placed in jeopardy.

8. REMEDIES

On Default:

- (a) The Lender 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 the Lender in its sole discretion may determine and the proceeds of such sale less all costs and expenses of the Lender (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) The Lender has the right to enforce this Agreement by any method provided for in this Agreement and as permitted by law, and to dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment;
- (c) The Lender may appoint 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-Manager;
- (d) Any Receiver will have the power:
 - (i) To take possession of any 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;
 - (iii) To sell or lease any Collateral;
 - (iv) To make any arrangement or compromise which he may think expedient in the interest of the Lender;
 - (v) To pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other

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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 **the Lender's** have under this Agreement or otherwise at law;
- (viii) With the consent of the Lender in writing, to borrow money for the purposes of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof of for other purposes approved by the Lender, 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 occupy any premises in which the Debtor has any interest;
- (e) The Debtor hereby appoints each Receiver appointed by the Lender to be its attorney to effect 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;
- (f) Any Receiver will be deemed to be the agent of the Debtor, and the Debtor will be solely responsible for his acts or defaults and for his remuneration and expenses, and the Lender will not be in any way responsible for any misconduct or negligence on the part of any Receiver;
- (g) Neither the Lender not the Sheriff will be required to take steps to preserve any rights against other parties pursuant to any Chattel Paper, Security, or Instrument constituting the Collateral or any part of it;
- (h) Neither the Lender nor the Sheriff is required to keep Collateral identifiable;
- (i) The Lender may use the Collateral in any manner as it in its sole discretion deems advisable.

9. **COLLECTION OF DEBTS**

Before or after Default, the Lender may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to the Lender. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and after default under this

Agreement, shall be received and held by the Debtor in trust for the Lender and shall be turned over to the Lender on request. The Debtor shall furnish the Lender with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.

10. SECURITIES

If Collateral at any time includes Securities, the Debtor irrevocably authorizes and appoints the Lender 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 the Lender or its nominee(s) may appear on record as the sole owner thereof; provided that, until Default, the Lender 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 Securities. After Default, the Debtor waives all rights to receive any notices or communications received by the Lender or its nominee(s) as such registered owner and agrees that no proxy issued by the Lender to the Debtor or to its order as aforesaid shall thereafter be effective.

11. ACCELERATION

In the even of Default, the Lender, 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.

12. NOTICE

Any notice or demand required or permitted to be made or given by the Lender to the Debtor may be validly served by leaving the same or by mailing the same by 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 the Lender, 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.

13. COSTS AND EXPENSES

The Debtor agrees to pay all cost, charges and expenses reasonably incurred by the Lender or any Receiver appointed by it (including, but without restricting the generality of the foregoing, legal fees as between solicitor and client on a full indemnity basis), in preparing, registering or enforcing this Agreement, taking custody of, preserving, repairing, and all such costs, charges and expenses together with any monies owing as a result of any borrowing by the Lender or any Receiver appointed by it shall be a first charge on proceeds of realization, collection, or disposition of Collateral and shall be secured hereby.

14. MISCELLANEOUS

- (a) Without limiting any other right of the Lender, whenever the debts and liabilities of the Debtor to the Lender are immediately due and payable, or the Lender has the right to declare the debts and liabilities to be immediately due and payable, whether or not it has been so declared, the Lender may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed to the Debtor by the Lender in any capacity, whether due or not due, and the Lender 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 the Lenders' records subsequent thereto.
- (b) The Lender 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 the Lender may see fit without prejudice to the liability of the Debtor or the Lenders' right to hold and realize the Security Interest. The Lender may demand, collect and sue on Collateral in either the Debtor or the Lenders' name, on any and all cheques, commercial paper, and any other instruments pertaining to or constituting Collateral.
- (c) Upon the Debtors' failure to perform any of its duties under this Agreement, the Lender may, but shall not be obligated to, perform any such duties, and the Debtor will pay to the Lender, upon demand, an amount equal to the expense incurred by the Lender 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. 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 the Lender.
- (e) If more than one person executes this Agreement as the Debtor the obligations of such person hereunder shall be joint and several.
- (f) This Agreement is in addition to and not in substitution for any other security or securities now or hereafter held by the Lender and all such other securities shall remain in full force and effect.
- (g) The Debtor further agrees to execute and deliver to the Lender such further assurances and conveyances and supplemental deeds as may be necessary to properly carry out the intention of this Agreement, as

15

determined by the Lender, or as may be required by the Lender from time to time.

(h) After Default, the Lender 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, and 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.

15. 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 content 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.
- (c) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest hereby created and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign same to any person acquiring such term.
- (d) 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 the Province of Alberta or in any court of competent jurisdiction, as the Lender may elect, and the Debtor agrees to attorn to the same.

16. 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.

FER	Shuar	1. 20' 20	or has executed this Agreemen	t this 20 day
			Per: TODID BACO Per:	(c/s)
			Per:	
	,		Per:	(c/s)

SCHEDULE "A"

- 1. All of the Debtor's present and after acquired personal property.
- 2. All accounts, instruments and debts 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 and debts.
- 3. All inventory of the Debtor wherever located.
- 4. All equipment of whatever kind and wherever situated including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles or whatever nature.

4

SCHEDULE "B"



Government of Alberta ■

Personal Property Registry Search Results Report

Page 1 of 35

Search ID #: Z17526507

Transmitting Party

ACCU-SEARCH INC.

306, 2912 MEMORIAL DRIVE SE CALGARY, AB T2A 6R1 Party Code: 50099951 Phone #: 403 265 2877

Reference #:

Search ID #: Z17526507

Date of Search: 2024-Jun-25

Time of Search: 10:00:31

Individual Debtor Search For:

BAILEY, TODD

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.

Referred to in the Affidavit of EUNIO Broy VOO

Sworn before me this

THIS IS EXHIBIT "

Day of ILUMP

A Commissioner for Daths in and for the Province of Alberta

AMY ANNE MITCHELL
A Commissioner for Oaths in and for Alberta
My Commission Expires: July 26, 2022



Government of Alberta

Personal Property Registry Search Results Report

Page 2 of 35

Search ID #: Z17526507

Individual Debtor Search For:

BAILEY, TODD

Search ID #: Z17526507

Date of Search: 2024-Jun-25

Time of Search: 10:00:31

Registration Number: 13093032242

Registration Date: 2013-Sep-30

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Sep-30 23:59:59

Inexact Match on:

Debtor

No: 1

Amendments to Registration

18092700072

Renewal

2018-Sep-27

18092719919

Renewal

2018-Sep-27

Debtor(s)

Block

BAILEY, TODD, REGINALD

9432 65 AV

GRANDE PRAIRIE, AB T8W1C1

Status Current

Birth Date: 1978-Nov-21

Secured Party / Parties

Block

Status

Current

TD AUTO FINANCE (CANADA) INC.

PO BOX 4086, STATION A TORONTO, ON M5W5K3

Collateral: Serial Number Goods

Block Serial Number Year Make and Model

Category

Status

1NL1XTN29E1029942 1

2014 GULF STREAM COACH IN MV - Motor Vehicle

Current

GU

Government of Alberta

Personal Property Registry Search Results Report

Page 3 of 35

Search ID #: Z17526507

Individual Debtor Search For:

BAILEY, TODD

Search ID #: Z17526507

Date of Search: 2024-Jun-25

Time of Search: 10:00:31

Registration Number: 18050904304

Registration Date: 2018-May-09

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-May-09 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

19012825705

Amendment

2019-Jan-28

Debtor(s)

Block

1

BAILEY, TODD BOX 5206

HIGH RIVER, AB T1V1M4

Status Current

Birth Date: 1978-Jul-13

Secured Party / Parties

Block

1

KUBOTA CANADA LTD

5900 14TH AVE

MARKHAM, ON L3S4K4

<u>Status</u> Current

Collateral: Serial Number Goods

Block 1	<u>Serial Number</u> 56175		Make and Model KUBOTA #B2301HSD	<u>Category</u> MV - Motor Vehicle	<u>Status</u> Current
2	B3039	2018	KUBOTA *LA434	MV - Motor Vehicle	Deleted By 19012825705
3	A3064	2018	KUBOTA *BH70	MV - Motor Vehicle	Current
4	B2977	2018	KUBOTA *LA434	MV - Motor Vehicle	Current By 19012825705

Government of Alberta ■

Personal Property Registry Search Results Report

Page 4 of 35

Search ID #: Z17526507

Collateral: General

Block	<u>Description</u>	<u>Status</u>
1	2018 KUBOTA #B2301HSD 56175 2018 KUBOTA *LA434 B3039 2018 KUBOTA *BH70 A3064	Deleted By 19012825705
2	2018 KUBOTA #B2301HSD 56175 2018 KUBOTA *LA434 B2977 2018 KUBOTA *BH70 A3064	Current By 19012825705

<u>Particulars</u>

Block	Additional Information	<u>Status</u>
1	PRINCIPAL AMOUNT \$26,585.00	Current

Government of Alberta ■

Personal Property Registry Search Results Report

Page 5 of 35

Search ID #: Z17526507

Individual Debtor Search For:

BAILEY, TODD

Search ID #: Z17526507

Date of Search: 2024-Jun-25

Time of Search: 10:00:31

Registration Number: 20120301122

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Dec-03

Registration Status: Current

Expiry Date: 2025-Dec-03 23:59:59

Inexact Match on:

Debtor

No: 1

Debtor(s)

Block Status Current

BAILEY, TODD, LESLIE

PO BOX 45

LONGVIEW, AB TOL 1H0

Birth Date: 1978-Jul-13

Secured Party / Parties

Block Status Current

SNAP-ON CREDIT CANADA LTD. 195A HARRY WALKER PKWY N NEWMARKET, ON L3Y 7B3

Email: absecparties@avssystems.ca

Collateral: General

Block Description Status Current

ALL OF THE RIGHT, TITLE AND INTEREST OF THE DEBTOR IN AND TO ALL TOOLS AND EQUIPMENT PURCHASED FROM SNAP-ON TOOLS COMPANY OF CANADA LTD. OR ANY SNAP-ON TOOLS COMPANY OF CANADA LTD. FRANCHISEE OR OTHER SALES REPRESENTATIVE OR ANY AFFILIATE, OR COVERED UNDER ALL CONTRACTS, LEASES AND INVOICE NUMBERS ASSIGNED TO SNAP-ON CREDIT CANADA., AND ALL ACCESSIONS AND OTHER TANGIBLE PERSONAL PROPERTY PRESENT AND HEREAFTER ACQUIRED INCLUDING, WITHOUT LIMITATION, INTANGIBLES, CHOSES IN ACTIONS, ACCOUNTS, ACCOUNTS RECEIVABLE, DEBTS, MONIES AND ALL PAYMENTS AND PROCEEDS THEREFROM.

Government of Alberta ■

Personal Property Registry Search Results Report

Page 6 of 35

Search ID #: Z17526507

Individual Debtor Search For:

BAILEY, TODD

Search ID #: Z17526507

Date of Search: 2024-Jun-25

Time of Search: 10:00:31

Registration Number: 21100612635 Registration Date: 2021-Oct-06

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2029-Oct-06 23:59:59

Inexact Match on:

Debtor

No: 2

Debtor(s)

Block

FOOTHILLS TRUCK SALES & SERVICES LTD.

144133 530 AVE WEST LONGVIEW, AB TOL 1H0

Block

Status Current

Status Current

2

1

BAILEY, TODD, L 144133 530 AVE WEST LONGVIEW, AB TOL 1H0

Secured Party / Parties

Block

Status

Current

1

JOHN DEERE FINANCIAL INC. 295 HUNTER ROAD, P.O. BOX 1000

GRIMSBY, ON L3M 4H5

Email: absecparties@avssystems.ca

Collateral: Serial Number Goods

Block Serial Number Year Make and Model

Category

Status

1

1T0330GKLMF405733

2021 JOHN DEERE 330G

MV - Motor Vehicle

Current

Government of Alberta ■

Personal Property Registry Search Results Report

Page 7 of 35

Search ID #: Z17526507

С	O	ı	la	t	e	r	a	l:	G	е	n	е	ra	ı

Block

Description

ONE JOHN DEERE 330G SKID STEER TOGETHER WITH ALL ATTACHMENTS,
ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.

Government of Alberta ■

Personal Property Registry Search Results Report

Page 8 of 35

Search ID #: Z17526507

Individual Debtor Search For:

BAILEY, TODD

Search ID #: Z17526507

Date of Search: 2024-Jun-25

Time of Search: 10:00:31

Registration Number: 22040720186

Registration Date: 2022-Apr-07

Registration Type: SECURITY AGREEMENT

Registration Status: Current

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

Inexact Match on:

Debtor

No: 1

Debtor(s)

Block

1

BAILEY, TODD, LESLIE

144133 530 AV

FOOTHILLS COUNTY, AB T0L1H0

Birth Date: 1978-Jul-13

Block

2

BAILEI, TODD 144133 530 AV

FOOTHILLS COUNTY, AB T0L1H0

Birth Date: 1978-Jul-13

Block

3

BAILEI, TODD 144133 530 AV

FOOTHILLS COUNTY, AB T0L1H0

Status Current

Status Current

Status

Current

Birth Date: 1978-Jul-13

Secured Party / Parties

Block

Status Current

1 THE BANK OF NOVA SCOTIA 10 WRIGHT BOULEVARD STRATFORD, ON N5A7X9

Email: albertaprod@teranet.ca

Government of Alberta ■

Personal Property Registry Search Results Report

Page 9 of 35

Search ID #: Z17526507

Collateral: Serial Number Goods

BlockSerial NumberYearMake and ModelCategoryStatus15HD1KRP31NB6171852022HARLEY DAVIDSONMV - Motor VehicleCurrent

STREET GL

Collateral: General

BlockDescriptionStatus1OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE
AND THE PROCEEDS OF THOSE VEHICLESCurrent

Government of Alberta

Personal Property Registry Search Results Report

Page 10 of 35

Search ID #: Z17526507

Individual Debtor Search For:

BAILEY, TODD

Search ID #: Z17526507

Date of Search: 2024-Jun-25

Time of Search: 10:00:31

Registration Number: 22080318414

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Aug-03

Registration Status: Current

Expiry Date: 2028-Aug-03 23:59:59

Inexact Match on:

Debtor

No: 1

Debtor(s)

Block

1

BAILEY, TODD, LESLIE

144133 530 AV

FOOTHILLS COUNTY, AB T0L1H0

Birth Date:

1978-Jul-13

Block

2

BAILEI, TODD 144133 530 AV

FOOTHILLS COUNTY, AB T0L1H0

Status Current

Status Current

Birth Date: 1978-Jul-13

Secured Party / Parties

Block

Status Current

THE BANK OF NOVA SCOTIA 10 WRIGHT BOULEVARD STRATFORD, ON N5A7X9 Email: albertaprod@teranet.ca

Collateral: Serial Number Goods

Block Serial Number Year Make and Model

Category

Status

1

1GNSKCKC6HR382514

2017 Chevrolet Tahoe

MV - Motor Vehicle

Current

Collateral: General

Block Description <u>Status</u>

OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE 1

AND THE PROCEEDS OF THOSE VEHICLES

Current

Personal Property Registry Search Results Report

Page 11 of 35

Search ID #: Z17526507

Individual Debtor Search For:

BAILEY, TODD

Search ID #: Z17526507

Date of Search: 2024-Jun-25

Time of Search: 10:00:31

Status Current

Registration Number: 24030825994

Registration Type: SECURITY AGREEMENT

Registration Date: 2024-Mar-08

Registration Status: Current

Expiry Date: 2034-Mar-08 23:59:59

Inexact Match on:

Debtor

No: 1

Debtor(s)

Block

1

BAILEY, TODD, LESLIE PO BOX 45 LONGVIEW, AB TOL 1H0

Secured Party / Parties

Block Status Current

1

ROYAL BANK OF CANADA 180 WELLINGTON ST WEST, 5TH FL TORONTO, ON M5J 1J1

Email: cms alberta notifications@teranet.ca

Collateral: General

Block Description Status

All debts and liabilities, present and future, of Foothills Truck Sales & Services Ltd., owing Current to the Debtor, and all proceeds thereof.

Personal Property Registry Search Results Report

Page 12 of 35

Search ID #: Z17526507

Individual Debtor Search For:

BAILEY, TODD

Search ID #: Z17526507

Date of Search: 2024-Jun-25

Time of Search: 10:00:31

Registration Number: 24061212402

Registration Type: SECURITY AGREEMENT

Registration Date: 2024-Jun-12

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

1

BAILEY, TODD 144133 530 AVENUE WEST FOOTHILLS, AB TOL 1H0

Secured Party / Parties

Block

866565 ALBERTA LTD.

C/O 650, 211 - 11 AVENUE SW

CALGARY, AB T2R 0C6

Email: rharrison@wilcraft.com

Block

Status Current

Status Current

Status Current

2

1

BROKOP, ERWIN

C/O 650, 211 - 11 AVENUE SW

CALGARY, AB T2R 0C6

Email: rharrison@wilcraft.com

Collateral: General

Block Description **Status** Current

1. All of the Debtors present and after acquired personal property.

- 2. All accounts, instruments and debts which are now due, owing or accruing due, or which may hereafter become due, owing or accruing due, to the Debtor, together will all records (whether in writing or not), and documents of any kind which in any way evidence or relate to any or all of the accounts, instruments and debts.
- 3. All inventory of the Debtor wherever located.
- 4. All equipment of whatever kind and wherever situated including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles or whatever nature.

Personal Property Registry Search Results Report

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Search ID #: Z17526507

<u>Particulars</u>							
Block	Additional Information	<u>Status</u>					
1	Full Address for both Secured Parties is: c/o Wilson Laycraft (650, 211 11 Avenue SW) Calgary, Alberta, Canada T2R 0C6	Current					
<u>Block</u>	Additional Information	<u>Status</u>					

Personal Property Registry Search Results Report

Page 14 of 35

Search ID #: Z17526507

Note:

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

Debtor Name / Address

Birth Date: 1981-Feb-02

Reg.#

BAILEY, TAMARA, MICHELLE 9432 65 AV 22083118349

GRANDE PRAIRIE, AB T8W1C1

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1981-Feb-02

Reg.#

BAILEY, TAMARA, MICHELLE 9432 65 AVENUE

GRANDE PRAIRIE, AB T8W1C1

23081434439

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1984-Sep-06

Reg.#

BAILEY, TAMARRA, L 2166 WHISKEY JACK SPARWOOD, BC V0B2G2

24041213311

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1967-Dec-13

Reg.#

BAILEY, TAMMY 4011 WINDSONG BV SW

AIRDRIE, AB T4B3Z5

19072702075

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1967-Dec-13

Reg.#

BAILEY, TAMMY, L 4011 WINDSONG BLVD

4011 WINDSONG BLVD SW AIRDRIE, AB T4B3Z5 21061737405

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1967-Dec-13

Reg.#

BAILEY, TAMMY, LYNN 4011 WINDSONG BLVD SW

AIRDRIE, AB T4B3Z5

21061737405

Personal Property Registry Search Results Report

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Search ID #: Z17526507

SECURITY AGREEMENT

Debtor Name / Address

BAILEY, TANA 668 COOPERS SQUARE SW AIRDRIE, AB T4B 0G7

SECURITY AGREEMENT

Debtor Name / Address

BAILEY, TANA, M 668 COOPERS SQUARE SW AIRDRIE, AB T4B 0G7

SECURITY AGREEMENT

Debtor Name / Address

BAILEY, TANA, MARIE 668 COOPERS SQUARE SW AIRDRIE, AB T4B 0G7

SECURITY AGREEMENT

Debtor Name / Address

BAILEY, TANNA 10106 - 116 AVENUE PEACE RIVER, AB T8S 1L8

SECURITY AGREEMENT

Debtor Name / Address

BAILEY, TANNA 10106 - 116 AVENUE PEACE RIVER, AB T8S 1L8

SECURITY AGREEMENT

Debtor Name / Address

BAILEY, TANYA 7653 97A STREET GRANDE PRAIRIE, AB T8V3Z8

SECURITY AGREEMENT

Birth Date:

1985-May-20

19122322058

Reg.#

Reg.#

Birth Date:

1985-May-20

19122322058

Birth Date:

1985-May-20

Reg.#

19122322058

Birth Date: Reg.#

1965-Nov-21

Birth Date:

1965-Nov-21

19082115689

Reg.#

19082117063

Birth Date: Reg.#

1988-May-11

21060501923

Personal Property Registry Search Results Report

Page 16 of 35

Search ID #: Z17526507

Debtor Name / Address

Birth Date: 1988-May-11

Reg.#

BAILEY, TANYA, ELITA 7653 97A STREET

GRANDE PRAIRIE, AB T8V3Z8

21060501923

SECURITY AGREEMENT

Debtor Name / Address

BAILEY, TANYA, MAY 5400 CREEKSIDE POINT STONY PLAIN, AB T7Z2A4 Reg.#

03100938947

BANKRUPTCY / PROPOSAL

Debtor Name / Address

BAILEY, TARA, LEE 110 MEADOWLARK BLVD N LETHBRIDGE, AB T1H4J4 Reg.#

13110735655

BANKRUPTCY / PROPOSAL

Debtor Name / Address

Birth Date: 1986-Dec-27

Reg.#

BAILEY, TARYN, M

57-1140 CHAPPELLE BLVD SW EDMONTON, AB T6W 2Z3

20030509791

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1986-Dec-27

Reg.#

BAILEY, TARYN, MICHELE 57-1140 CHAPPELLE BLVD SW

EDMONTON, AB T6W 2Z3

20030509791

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1979-Feb-03

Reg.#

BAILEY, TASHA, L

15 RODEO WAY WHITECOURT, AB T7S 0B9 22011006885

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 2001-Feb-01

Personal Property Registry Search Results Report

Page 17 of 35

Search ID #: Z17526507

BAILEY, TATIANA RR1 SITE 631 COMP 67 LAC LA BICHE, AB T0A 2C1 23083021298

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1992-Feb-27 Reg.#

23030231559

BAILEY, TAWNYA, R **5 GILLESPIE CRESCENT** RED DEER, AB T4P2M6

SECURITY AGREEMENT

Birth Date:

Reg.#

BAILEY, TAWNYA, R

Debtor Name / Address

5 GILLESPIE CRESCENT RED DEER, AB T4P2M6

1992-Feb-27

23111421738

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1992-Feb-27 Reg.#

BAILEY, TAWNYA, RAY

5 GILLESPIE CRESCENT RED DEER, AB T4P2M6

23030231559

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1992-Feb-27 Reg.#

BAILEY, TAWNYA, RAY 5 GILLESPIE CRESCENT

RED DEER, AB T4P2M6

23111421738

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1991-Sep-28 Reg.#

BAILEY, TAYLOR 602 9TH AVENUE

HANNA, AB T0J1P0

23080416269

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1977-Jun-28

Personal Property Registry Search Results Report

Page 18 of 35

Search ID #: Z17526507

BAILEY, TAYLOR, AARON 310 DECHENE WAY NW EDMONTON, AB T6M 2M6 19050315998

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1992-Feb-26 Reg.#

BAILEY, TAYLOR, DAUREL 2030 SOUTH CREEK DR

STONY PLAIN, AB T7Z0J8

19021419259

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1991-Sep-28 Reg.#

BAILEY, TAYLOR, IRENE 602 9TH AVENUE

HANNA, AB T0J1P0

23080416269

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1991-Sep-28 Reg.#

BAILEY, TAYLOR, IRENE

602 9TH AVENUE WEST PO BOX 106

HANNA, AB T0J1P0

24031817686

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1990-Dec-06 Reg.#

BAILEY, TERRACE, R 7 POST ROAD NW

EDMONTON, AB T6P1E5

21101221187

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1990-Dec-06

Reg.#

BAILEY, TERRACE, RAY

7 POST ROAD NW

EDMONTON, AB T6P1E5

21101221187

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1965-Aug-09

Personal Property Registry Search Results Report

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Search ID #: Z17526507

BAILEY, TERRENCE 157 WATERHOUSE ST FORT MCMURRAY, AB T9K2T1 22081508027

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1965-Aug-09 Reg.#

BAILEY, TERRENCE, PETER 157 WATERHOUSE ST

FORT MCMURRAY, AB T9K2T1

18042528494

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1957-May-10 Reg.#

BAILEY, TERRI 37 SUNTREE LANE

OKOTOKS, AB T1S 1B9

17051517532

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1975-Sep-28 Reg.#

BAILEY, TERRI 172 HARPE WAY

FORT MCMURRAY, AB T9K 2K6

19080115727

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1971-Oct-19 Reg.#

BAILEY, TERRY, ANTHONY

13316 DELWOOD RD EDMONTON, AB T5Y3B6 Gender: Male

01062804784

MAINTENANCE ORDER

Debtor Name / Address

Birth Date: 1965-Aug-09 Reg.#

BAILEY, TERRY, P 157 WATERHOUSE ST

FORT MCMURRAY, AB T9K2T1

22081508027

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1981-May-19

Personal Property Registry Search Results Report

Page 20 of 35

Search ID #: Z17526507

BAILEY, TESSA 4548 TOWNSHIP ROAD 280 BOX 853BOX 853 OYEN, AB T0J2J0 24051725140

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1981-May-19

Reg.#

24051725140

BAILEY, TESSA, D 4548 TOWNSHIP ROAD 280 BOX 853BOX 853 OYEN, AB T0J2J0

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1952-Mar-19 Reg.#

21020819784

BAILEY, THEODORE, NORRIS 1632 BAY ST SUITE PO BOX 61 UCLUELET, BC V0R 3A0

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1987-Jan-26

Reg.#

BAILEY, THOMAS 2407 101 LOUTIT RD

FORT MCMURRAY, AB T9K2N5

22111204474

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1988-Mar-02

Reg.#

BAILEY, THOMAS 30 MOUNT RAE PLACE

OKOTOKS, AB T1S0P1

24062130652

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1943-Jan-11

Reg.#

BAILEY, THOMAS, EDWARD

PO BOX 252

BLACKFOOT, AB T0B0L0

08021236074

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1981-Apr-24

Personal Property Registry Search Results Report

Page 21 of 35

Search ID #: Z17526507

BAILEY, THOMAS, EDWARD 797 APPLEWOOD DRIVE SE CALGARY, AB T2A 7T7

Gender: Male

20081717903

WRIT OF ENFORCEMENT

Debtor Name / Address

Birth Date: 1981-Apr-24 Reg.#

BAILEY, THOMAS, EDWARD 797 APPLEWOOD DRIVE NE CALGARY, AB

Gender: Male

23102527880

WRIT OF ENFORCEMENT

Debtor Name / Address

Birth Date: 1988-Mar-02 Reg.#

BAILEY, THOMAS, EVAN 30 MOUNT RAE PL OKOTOKS, AB T1S 0P1

22120610240

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1987-Jan-26 Reg.#

BAILEY, THOMAS, G 2407 101 LOUTIT RD

FORT MCMURRAY, AB T9K2N5

22111204474

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1987-Jan-26 Reg.#

BAILEY, THOMAS, GARY 2407 101 LOUTIT RD

FORT MCMURRAY, AB T9K2N5

22111204474

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1963-Oct-05 Reg.#

BAILEY, THOMAS, JOHN 709B - 67TH AVE SW

CALGARY, AB T2V 0M4

07051738396

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1972-Jan-04

Personal Property Registry Search Results Report

Page 22 of 35

Search ID #: Z17526507

BAILEY, THOMAS, ROBERT 105 LEITNER GT FORT MCMURRAY, AB T9K2M4 22033032288

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1972-Jan-04 Reg.#

22033032288

BAILEY, THOMAS, ROBERT EARL 105 LEITNER GT

FORT MCMURRAY, AB T9K2M4

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1991-Jul-31 Reg.#

22050937591

BAILEY, THOMAS, WAYNE SUITE 46 180 RIVERSTONE RIDGE FORT MCMURRAY, AB T9K0V6

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1988-May-10 Reg.#

BAILEY, TIERNAN 172 PANATELLA WAY NW

CALGARY, AB T3K 0X1

23021404095

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1988-May-10 Reg.#

BAILEY, TIERNAN, E 172 PANATELLA WAY NW CALGARY, AB T3K 0X1

SECURITY AGREEMENT

23021404095

Debtor Name / Address

BAILEY, TIM 2508 - 16TH STREET SW CALGARY, AB T2T4E9

Reg.#

17080441875

BANKRUPTCY / PROPOSAL

Debtor Name / Address

Birth Date: 1985-Oct-09 Reg.#

BAILEY, TIMELA, WILLIAM 6 SACKVILLE DRIVE SW CALGARY, AB T2W 0W1

Gender: Male

23112931230

Personal Property Registry Search Results Report

Page 23 of 35

Search ID #: Z17526507

Birth Date:

Birth Date:

1960-Apr-06

1960-Apr-06

1976-Nov-04

WRIT OF ENFORCEMENT

Debtor Name / Address

BAILEY, TIMOTHY 4503 - 54 AVENUE

BARRHEAD, AB T7N 1J8

SECURITY AGREEMENT

Debtor Name / Address

BAILEY, TIMOTHY, CLAYTON 30 ASPEN SUMMIT CIRCLE SW

CALGARY, AB T3H 0Z7

SECURITY AGREEMENT

Debtor Name / Address

BAILEY, TIMOTHY, EDWIN 2508 16TH STREET SW

CALGARY, AB T2T4E9

BANKRUPTCY / PROPOSAL

Debtor Name / Address

BAILEY, TIMOTHY, EUGENE

4503 54 AVE

BARRHEAD, AB T7N1J8

SECURITY AGREEMENT

Debtor Name / Address

BAILEY, TIMOTHY, EUGENE

4503 54 AVENUE

BARRHEAD, AB T7N1J8

SECURITY AGREEMENT

Debtor Name / Address

BAILEY, TIMOTHY, EUGENE

4503 54 AVE

BARRHEAD, AB T7N1J8

SECURITY AGREEMENT

Reg.#

23080213255

Reg.#

24030104542

Reg.#

17080441875

Reg.#

Birth Date: 1960-Apr-06

22090913258

Reg.#

23050136214

Birth Date: Reg.#

23071316677

Personal Property Registry Search Results Report

Page 24 of 35

Search ID #: Z17526507

Debtor Name / Address

Birth Date: 1960-Apr-06 Reg.#

BAILEY, TIMOTHY, EUGENE

4503 54 AVENUE

BARRHEAD, AB T7N1J8

23102531177

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1960-Apr-06 Reg.#

BAILEY, TIMOTHY, EUGENE

4503 54 AVE

BARRHEAD, AB T7N1J8

24043035678

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1985-May-20 Reg.#

BAILEY, TINA, M 668 COOPERS SQUARE SW

AIRDRIE, AB T4B 0G7

19122322058

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1980-Jan-24

Reg.#

BAILEY, TOMMY

4510 50A ST

SYLVAN LAKE, AB T4S 1C3

11053130233

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1984-Jun-08 Reg.#

BAILEY, TRACEY

209 WOODRIDGE DRIVE SW CALGARY, AB T2W3X7

23020125464

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1984-Jun-08 Reg.#

BAILEY, TRACEY, ANN MARISSA 209 WOODRIDGE DRIVE SW

CALGARY, AB T2W3X7

23020125464

SECURITY AGREEMENT

Debtor Name / Address

Personal Property Registry Search Results Report

Page 25 of 35

Search ID #: Z17526507

BAILEY, TRACY #123, 810-56 STREET EDSON, AB T7E 1P5

21033036108

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1972-Jun-22 Reg.#

BAILEY, TRACY 4518 33 HW

CAMP CREEK, AB TOGOLO

23022730165

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1972-Jun-22 Reg.#

BAILEY, TRACY, E PO BOX 9 4518 HWY 33

CAMP CREEK, AB TOG 0L0

19121937247

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1972-Jun-22 Reg.#

BAILEY, TRACY, E 4518 33 HW

CAMP CREEK, AB TOGOLO

23022730165

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1975-Oct-18 Reg.#

BAILEY, TRISTA, RAE 2831 26A ST SW

CALGARY, AB T3E2C8

22010407288

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1997-Dec-04 Reg.#

BAILEY, TRISTEN

5104 55 AV LEDUC, AB T9E5N6 21090832395

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1997-Dec-04

Personal Property Registry Search Results Report

Page 26 of 35

Search ID #: Z17526507

BAILEY, TRISTEN, STEVEN 5104 55 AV LEDUC, AB T9E5N6

21090832395

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1961-Jul-08 Reg.#

BAILEY, TROY RR 4 CONC 40422

LACOMBE, AB T4L 2N4

19082333213

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1980-Nov-20 Reg.#

BAILEY, TROY PO BOX 414 1502 135 ST

BELLEVUE, AB T0K0C0

23072821447

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1980-Nov-20 Reg.#

BAILEY, TROY, ANDREW

BOX 274

Gender: Male

10060815649

LUNDBRECK, AB T0K 1H0 MAINTENANCE ORDER

Debtor Name / Address

Birth Date: 1980-Nov-20 Reg.#

BAILEY, TROY, ANDREW PO BOX 414 1502 135 ST

BELLEVUE, AB T0K0C0

23072821447

SECURITY AGREEMENT

Debtor Name / Address

BAILEY, TROY, LAWRENCE

5 VIEW ST

NORTH SYDNEY, NS B2A 1E9

Reg.#

24050602339

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1973-Jun-28 Reg.#

BAILEY, TRUDY

130 26101 TOWNSHIP ROAD 490 RD LEDUC COUNTY, AB T4X2E9

22090623003

Personal Property Registry Search Results Report

Page 27 of 35

Search ID #: Z17526507

Birth Date:

Birth Date:

1973-Jun-28

1973-Jun-28

1973-Jun-28

SECURITY AGREEMENT

Debtor Name / Address

BAILEY, TRUDY 5120 57 AVENUE LEDUC, AB T9E5S2

SECURITY AGREEMENT

Debtor Name / Address

BAILEY, TRUDY, M 5120 57 AVENUE LEDUC, AB T9E5S2

SECURITY AGREEMENT

Debtor Name / Address

BAILEY, TRUDY, MARIE 318 AVENA LINK LEDUC, AB T9E 0L9

SECURITY AGREEMENT

Debtor Name / Address

BAILEY, TRUDY, MARIE 130 26101 TOWNSHIP ROAD 490 RD LEDUC COUNTY, AB T4X2E9

SECURITY AGREEMENT

Debtor Name / Address

BAILEY, TRUDY, MARIE 5120 57 AVENUE LEDUC, AB T9E5S2

SECURITY AGREEMENT

Debtor Name / Address
BAILEY, TYLER
UNKNOWN
SPRINGBROOK, AB UNKNOWN

REPORT OF SEIZURE

Reg.#

23110139458

Reg.#

23110139458

Birth Date: Reg.#

21042907001

Birth Date: Reg.#

1973-Jun-28

Birth Date:

1973-Jun-28

22090623003

Reg.#

23110139458

Reg.#

22090825153

Personal Property Registry Search Results Report

Page 28 of 35

Search ID #: Z17526507

Debtor Name / Address

BAILEY, TYLER UNKNOWN SPRINGBROOK, AB UNKNOWN Reg.#

22112921855

SALE OF SEIZED PROPERTY

Debtor Name / Address

BAILEY, TYLER UNKNOWN SPRINGBROOK, AB UNKNOWN Reg.#

Reg.#

22112922436

SALE PROCEEDS DISTRIBUTION

Debtor Name / Address

BAILEY, TYLER, ANDREW PO BOX 1127 GRANDE CACHE, AB TOE 0Y0 Birth Date: 1984-Feb-03

18071251091

Gender: Male

MAINTENANCE ORDER

Debtor Name / Address

BAILEY, TYLER, M 7833 111 AVE NW EDMONTON, AB T5H 1L1 Birth Date: 1995-Mar-19

Reg.#

21060703458

SECURITY AGREEMENT

Debtor Name / Address

BAILEY, TYLER, VINCENT 125 HUISMAN CRESCENT HINTON, AB T7V 1H5 Birth Date: 1984-Aug-29

Reg.#

Gender: Male 15033118210

MAINTENANCE ORDER

Debtor Name / Address

BAILEY, TYSON, MARLO PO BOX 323 TOMAHAWK, AB T0E2H0 Birth Date: 1999-Jun-01

Reg.#

21033127152

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1999-Jun-01

Personal Property Registry Search Results Report

Page 29 of 35

Search ID #: Z17526507

BAILEY, TYSON, MARLO PO BOX 323 TOMAHAWK, AB T0E2H0

21033129461

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1979-Nov-09

Reg.#

20090300476

BAILLIE, TANYA 285 SIERRA RD SW

MEDICINE HAT, AB T1B4Y6

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1984-Jan-19

Reg.#

BAILLIE, TERRI-JEAN, ELIZABETH

14311A TWP RD 563A YELLOWHEAD COUNTY, AB T7E 3R2 1001001110

15121735186

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1980-Jul-08

Reg.#

BAILLIE, THOMAS, S

52343 RANGE ROAD 211 LOT 289 SHERWOOD PARK, AB T8G1A6 22071940006

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1980-Jul-08

Reg.#

BAILLIE, THOMAS, STEWART

52343 RANGE ROAD 211 LOT 289 SHERWOOD PARK, AB T8G1A6 22071940006

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1980-Jul-08

Reg.#

BAILLIE, THOMAS STEWART 52343 RANGE ROAD 211 LOT 289

52343 RANGE ROAD 211 LOT 289 SHERWOOD PARK, AB T8G1A6 22071940006

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1980-Jul-08

Personal Property Registry Search Results Report

Page 30 of 35

Search ID #: Z17526507

BAILLIE, TOM 52343 RANGE ROAD 211 LOT 289 SHERWOOD PARK, AB T8G1A6 22071940006

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 2003-Feb-28

Reg.#

23101823653

BAILLIE, TREY, HUNTER 285 SIERRA ROAD SW - SOUTHWEST

MEDICINE HAT, AB T1B 4Y6

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 2003-Feb-28

Reg.#

BAILLIE, TREY, HUNTER 285 SIERRA RD SW

MEDICINE HAT, AB T1B4Y6

rteg.ir

24051006544

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1977-Mar-28

Reg.#

BAYLEY, TODD, K 9512 103 AVENUE

MORINVILLE, AB T8R 0B4

21042301721

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1977-Mar-28

Reg.#

BAYLEY, TODD, KELLY 9512 103 AVENUE

MORINVILLE, AB T8R 0B4

21042301721

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1974-Apr-02

Reg.#

BAYLY, TANYA, M 7305 PATTERSON DRIV

GRANDE PRAIRIE, AB T8V 5H1

18071722241

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1979-Mar-31

Personal Property Registry Search Results Report

Page 31 of 35

Search ID #: Z17526507

BAYLY, TIMOTHY 9025 117 AVE GRANDE PRAIRIE, AB T8X 1K1

16011402420

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1979-Mar-31

Reg.#

BAYLY, TIMOTHY, WILLIAM

9025 117 AVE

GRANDE PRAIRIE, AB T8X 1K1

20112517311

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1979-Mar-31 Reg.#

BAYLY, TIMOTHY, WILLIAM 9025 117 AVE

GRANDE PRAIRIE, AB T8X 1K1

20112517337

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1972-Jan-04 Reg.#

BEILEY, THOMAS 105 LEITNER GT

FORT MCMURRAY, AB T9K2M4

22033032288

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1962-Nov-10 Reg.#

BELAY, TADELE, TEGEGNE 164 WHITEHAVEN ROAD NE

CALGARY, AB T1Y 6C7

22091205680

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1990-Dec-20 Reg.#

BELAY, TEDROS, R 609 10506 121 STREET NW

EDMONTON, AB T5N1L4

24051705633

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1990-Dec-20

Personal Property Registry Search Results Report

Page 32 of 35

Search ID #: Z17526507

BELAY, TEDROS, RUSOM 512-8820 JASPER AVENUE NW EDMONTON, AB T5H4E8

20030418883

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1990-Dec-20 Reg.#

24051705633

BELAY, TEDROS, RUSOM 609 10506 121 STREET NW

EDMONTON, AB T5N1L4

SECURITY AGREEMENT

Birth Date: 1987-May-09 Reg.#

BELLY, TAMARA 10205 159 ST NW

EDMONTON, AB T5P3A3

Debtor Name / Address

23111718814

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1982-Sep-08 Reg.#

BELLY, TRACEY, LYNN 5111 54 STREET #1

BONNYVILLE, AB T9N 2B3

22051134463

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1997-Oct-07 Reg.#

BILLY, TATSYANA 9738 85 AVENUE NW

EDMONTON, AB T6E2J4

23072834588

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1988-Dec-09 Reg.#

BILLY, TYLER, JAMES

215 86 AVENUE SE SUITE 118

CALGARY, AB T2H 2K5

18101716608

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 2003-Sep-29

Personal Property Registry Search Results Report

Page 33 of 35

Search ID #: Z17526507

BOILY, THOMAS PO BOX 4628 395 WILLOW CRESCENT COLD LAKE, AB T9M2C2

24040921887

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1982-Nov-21 Reg.#

19010428300

BOILY, TRAVIS 146 RUE MARQUET CALGARY, AB T4X 1W3

SECURITY AGREEMENT

Debtor Name / Address Birth Date: 1976-Sep-11 Reg.#

BOLEY, THELMA, BALCAC 4211 MARYVALE DRIVE NE

CALGARY, AB T2A2S9

22040122697

SECURITY AGREEMENT

Debtor Name / Address Birth Date:

1976-Sep-11

Reg.#

BOLEY, THELMA, BALCAC 4211 MARYVALE DR NE

Gender: Female CALGARY, AB T2A 2S9

23122923072

WRIT OF ENFORCEMENT

Debtor Name / Address Birth Date:

1967-Dec-31

Reg.#

BOLEY, TIM **BOX 113**

DEADWOOD, AB T0H 1A0

18070930539

SECURITY AGREEMENT

Debtor Name / Address Birth Date: Reg.#

BOLEY, TIMOTHY

1967-Dec-31

09021206684

BOX 113

DEADWOOD, AB T0H1A0

SECURITY AGREEMENT

Debtor Name / Address Birth Date: Reg.#

1967-Dec-31

Personal Property Registry Search Results Report

Page 34 of 35

Search ID #: Z17526507

BOLEY, TIMOTHY BOX 113 DEADWOOD, AB T0H 1A0 17102529688

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1967-Dec-31

Reg.#

BOLEY, TIMOTHY BOX 113

DEADWOOD, AB TOH 1A0

17110721942

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1967-Dec-31

Reg.#

20093035801

BOLEY, TIMOTHY PO BOX 113

DEADWOOD, AB T0H 1A0

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1984-May-17

Reg.#

BOWLEY, TREVOR

240 - WOOD VALLEY COURT SOUTH WEST

CALGARY,, AB T2W 5S7

21032325829

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1984-May-17

Reg.#

BOWLEY, TREVOR, L

240 WOOD VALLEY COURT S W

CALGARY, AB T2W5S7

22072628302

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1984-May-17

Reg.#

BOWLEY, TREVOR, LEE

240 WOOD VALLEY COURT S W

CALGARY, AB T2W5S7

22072628302

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1980-Nov-04

Personal Property Registry Search Results Report

Page 35 of 35

Search ID #: Z17526507

BOWLEY, TYLER 85 STRATHLEA CRESCENT SW CALGARY, AB T3H5A8 22092732066

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1995-May-15

Reg.#

BULLEE, TYLER

BOX 379

SEDGEWICK, AB T0B 4C0

15012033961

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:

Reg.#

BULLEE, TYLER, JAMES

PO BOX 379

SEDGEWICK, AB T0B 3C0

1995-May-15

20081210332

SECURITY AGREEMENT

Debtor Name / Address

Birth Date: 1995-May-15

Reg.#

BULLEE, TYLER, JAMES

PO BOX 379

SEDGEWICK, AB T0B 3C0

Reg.#

21030321206

SECURITY AGREEMENT

Result Complete



LAND TITLE CERTIFICATE

S

LINC

SHORT LEGAL

0028 372 241 5;2;18;33;NW

TITLE NUMBER

201 076 087

LEGAL DESCRIPTION

MERIDIAN 5 RANGE 2 TOWNSHIP 18

SECTION 33

QUARTER NORTH WEST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

PLAN ROAD NUMBER

0011043

EXCEPTING THEREOUT ALL MINES AND MINERALS

HECTARES 1.815

(ACRES)

MORE OR LESS THIS IS EXHIBIT "

Erwin Brokop

Sworn before me this 28

ESTATE: FEE SIMPLE

MUNICIPALITY: FOOTHILLS COUNTY

AND THE RIGHT TO WORK THE SAME

REFERENCE NUMBER: 081 387 203

REGISTERED OWNER(S)

REGISTRATION DATE (DMY) DOCUMENT TYPE

VALUE

CONSIDERATION

201 076 087 22/04/2020 TRANSFER OF LAND \$900,000

\$900,000

OWNERS

TODD BAILEY OF 144133-530 AVE W FOOTHILLS ALBERTA TOL 1HO

AMY ANNE MITCHELL A Commissioner for Oaths in and for Alberta My Commission Expires: July 26, 20

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

4871GB . 21/09/1949 CAVEAT

RE : MINES AND MINERALS LEASE INTEREST CAVEATOR - RANAHAN RESOURCES LIMITED.

410, 333 - 5 AVE SW

PAGE 2

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

201 076 087

CALGARY

ALBERTA T2P3B6

AGENT - RON NEWMAN

(DATA UPDATED BY: TRANSFER OF CAVEAT

011075651)

(DATA UPDATED BY: CHANGE OF NAME 021076324)

(DATA UPDATED BY: TRANSFER OF CAVEAT

061441282)

(DATA UPDATED BY: TRANSFER OF CAVEAT

071373616)

(DATA UPDATED BY: TRANSFER OF CAVEAT

101020221)

(DATA UPDATED BY: CHANGE OF NAME 111139683)

(DATA UPDATED BY: CHANGE OF ADDRESS 111292515)

(DATA UPDATED BY: TRANSFER OF CAVEAT

151241147)

(DATA UPDATED BY: TRANSFER OF CAVEAT

241070188)

215IL . 23/01/1962 PUBLIC UTILITIES BOARD ORDER

IN FAVOUR OF - ATCO GAS AND PIPELINES LTD.

ATT: LAND DEPT

6TH FLR, 909 11TH AVE SW

CALGARY

ALBERTA T2R1L8

"PORTION OUTLINED IN RED ON PLAN ATTACHED"

(DATA UPDATED BY: TRANSFER OF PUBLIC

UTILITIES BOARD ORDER 131080430)

3405IS . 03/04/1963 CAVEAT

RE : EASEMENT

CAVEATOR - RANAHAN RESOURCES LIMITED.

410, 333 - 5 AVE SW

CALGARY

ALBERTA T2P3B6

AGENT - RON NEWMAN

AFFECTED LAND:

5;2;18;33;NW

(DATA UPDATED BY: TRANSFER OF CAVEAT

101020275)

(DATA UPDATED BY: CHANGE OF NAME 141020515)

(DATA UPDATED BY: TRANSFER OF CAVEAT

(DATA UPDATED BY: TRANSFER OF CAVEAT

241094743)

2558KB . 23/01/1968 PUBLIC UTILITIES BOARD ORDER

IN FAVOUR OF - PLAINS MIDSTREAM CANADA ULC.

1400, 607 8 AVE SW

CALGARY

PAGE 3

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

201 076 087

ALBERTA T2A0A7

AFFECTED PLAN: 4782JK

"3.65 ACRES, ORDER NO. 28328"

(DATA UPDATED BY: TRANSFER OF PUBLIC

UTILITIES BOARD ORDER 031414425)

(DATA UPDATED BY: TRANSFER OF PUBLIC

UTILITIES BOARD ORDER 081090404)

8348KF . 26/02/1969 CAVEAT

RE : UTILITY RIGHT OF WAY

CAVEATOR - CONOCOPHILLIPS CANADA RESOURCES CORP.

BOX 130

STN M

CALGARY

ALBERTA T2P2H7

(DATA UPDATED BY: TRANSFER OF CAVEAT

011074984)

(DATA UPDATED BY: CHANGE OF NAME 021042012)

(DATA UPDATED BY: CHANGE OF NAME 081386190)

761 012 470 03/02/1976 CAVEAT

RE : LEASE INTEREST

CAVEATOR - RANAHAN RESOURCES LIMITED.

410, 333 - 5 AVE SW

CALGARY

ALBERTA T2P3B6

(DATA UPDATED BY: TRANSFER OF CAVEAT

091368631)

(DATA UPDATED BY: TRANSFER OF CAVEAT

101103719)

(DATA UPDATED BY: CHANGE OF NAME 111139530)

(DATA UPDATED BY: CHANGE OF ADDRESS 111293503)

(DATA UPDATED BY: TRANSFER OF CAVEAT

151234941)

(DATA UPDATED BY: TRANSFER OF CAVEAT

241103707)

761 012 471 03/02/1976 CAVEAT

RE : EASEMENT

CAVEATOR - RANAHAN RESOURCES LIMITED.

410, 333 - 5 AVE SW

CALGARY

ALBERTA T2P3B6

(DATA UPDATED BY: TRANSFER OF CAVEAT

091368631)

(DATA UPDATED BY: TRANSFER OF CAVEAT

101172646)

(DATA UPDATED BY: CHANGE OF NAME 111139530)

(DATA UPDATED BY: CHANGE OF ADDRESS 111293503)

PAGE 4

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

201 076 087

(DATA UPDATED BY: TRANSFER OF CAVEAT

151234941)

(DATA UPDATED BY: TRANSFER OF CAVEAT

241103707)

771 078 003 15/06/1977 CAVEAT

RE : EASEMENT

CAVEATOR - RANAHAN RESOURCES LIMITED.

410, 333 - 5 AVE SW

CALGARY

ALBERTA T2P3B6

(DATA UPDATED BY: CHANGE OF NAME 071013382)

(DATA UPDATED BY: TRANSFER OF CAVEAT

101019707)

(DATA UPDATED BY: CHANGE OF NAME 111156751)

(DATA UPDATED BY: CHANGE OF ADDRESS 121012963)

(DATA UPDATED BY: TRANSFER OF CAVEAT

151227622)

(DATA UPDATED BY: TRANSFER OF CAVEAT

241103711)

771 078 004 15/06/1977 CAVEAT

RE : LEASE INTEREST

CAVEATOR - RANAHAN RESOURCES LIMITED.

410, 333 - 5 AVE SW

CALGARY

ALBERTA T2P3B6

(DATA UPDATED BY: CHANGE OF NAME 071013382)

(DATA UPDATED BY: TRANSFER OF CAVEAT

101019707)

(DATA UPDATED BY: CHANGE OF NAME 111156756)

(DATA UPDATED BY: CHANGE OF ADDRESS 121013175)

(DATA UPDATED BY: TRANSFER OF CAVEAT

151227622)

(DATA UPDATED BY: TRANSFER OF CAVEAT

241103712)

771 078 005 15/06/1977 CAVEAT

RE : LEASE INTEREST

CAVEATOR - RANAHAN RESOURCES LIMITED.

410, 333 - 5 AVE SW

CALGARY

ALBERTA T2P3B6

(DATA UPDATED BY: CHANGE OF NAME 071013349)

(DATA UPDATED BY: TRANSFER OF CAVEAT

101019707)

(DATA UPDATED BY: CHANGE OF NAME 111156756)

(DATA UPDATED BY: CHANGE OF ADDRESS 121013175)

(DATA UPDATED BY: TRANSFER OF CAVEAT

PAGE 5

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

201 076 087

151227622)

(DATA UPDATED BY: TRANSFER OF CAVEAT

241103712)

781 100 872 27/06/1978 CAVEAT

RE : ORDER

CAVEATOR - RANAHAN RESOURCES LIMITED.

410, 333 - 5 AVE SW

CALGARY

ALBERTA T2P3B6

AGENT - RON NEWMAN

(DATA UPDATED BY: TRANSFER OF CAVEAT

101019850)

(DATA UPDATED BY: CHANGE OF NAME 111146533)

(DATA UPDATED BY: CHANGE OF ADDRESS 121013378)

(DATA UPDATED BY: TRANSFER OF CAVEAT

151228724)

(DATA UPDATED BY: TRANSFER OF CAVEAT

241107920)

861 144 486 03/09/1986 CAVEAT

RE : RIGHT OF WAY AGREEMENT

CAVEATOR - CANADIAN WESTERN NATURAL GAS COMPANY

LIMITED.

909 - 11TH AVE. S.W., CALGARY

ALBERTA

AGENT - JOHN M WILLSHER

971 161 531 06/06/1997 CAVEAT

RE : ROADWAY

CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF

AS REPRESENTED BY MINISTER OF TRANSPORATION AND

UTILITIES

3RD FLOOT, 909-3RD AVE.NORTH

LETHBRIDGE

ALBERTA T1H0H5

AGENT - ALEC WATERS

981 284 419 15/09/1998 CAVEAT

RE : UTILITY RIGHT OF WAY

CAVEATOR - CANADIAN WESTERN NATURAL GAS COMPANY

LIMITED.

909 - 11 AVENUE, S.W.

CALGARY

ALBERTA T2R1L8

AGENT - MARSHALL MCCARTHY

001 309 427 30/10/2000 CAVEAT

PAGE 6

201 076 087

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : SURFACE LEASE UNDER 20 ACRES

CAVEATOR - RANAHAN RESOURCES LIMITED.

410, 333 - 5 AVE SW

CALGARY

ALBERTA T2P3B6

AGENT - RON NEWMAN

(DATA UPDATED BY: TRANSFER OF CAVEAT

101020159)

(DATA UPDATED BY: CHANGE OF NAME 111122407)

(DATA UPDATED BY: CHANGE OF ADDRESS 121013055)

(DATA UPDATED BY: TRANSFER OF CAVEAT

151234997)

(DATA UPDATED BY: TRANSFER OF CAVEAT

241068709)

001 336 823 23/11/2000 CAVEAT

RE : RIGHT OF WAY AGREEMENT

CAVEATOR - RANAHAN RESOURCES LIMITED.

410, 333 - 5 AVE SW

CALGARY

ALBERTA T2P3B6

AGENT - RON NEWMAN

(DATA UPDATED BY: TRANSFER OF CAVEAT

101020159)

(DATA UPDATED BY: CHANGE OF NAME 111122407)

(DATA UPDATED BY: CHANGE OF ADDRESS 121013055)

(DATA UPDATED BY: TRANSFER OF CAVEAT

151234998)

(DATA UPDATED BY: TRANSFER OF CAVEAT

241076438)

221 039 142 24/02/2022 MORTGAGE

MORTGAGEE - ROYAL BANK OF CANADA.

36 YORK MILLS ROAD, 4TH FLOOR

TORONTO

ONTARIO M2P0A4

ORIGINAL PRINCIPAL AMOUNT: \$2,300,000

241 090 678 08/04/2024 TAX NOTIFICATION

BY - FOOTHILLS COUNTY.

BOX 5605

HIGH RIVER, ALBERTA

T1V1M7

TOTAL INSTRUMENTS: 018

PENDING REGISTRATION QUEUE

PAGE 7

DRR RECEIVED # 201 076 087

NUMBER DATE (D/M/Y) SUBMITTER

LAND ID

F006XYB 07/06/2024 PL LEGAL

403 294-5721

CUSTOMER FILE NUMBER:

4033-010

001

CAVEAT

0028 372 241

TOTAL PENDING REGISTRATIONS: 001

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.

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 11 DAY OF JUNE, 2024 AT 07:34 P.M.

ORDER NUMBER: 50767980

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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

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

AGREEMENT BETWEEN:

Erwin Brokop (Brokop) Party 1

And

Todd Bailey (Bailey) Party 2

THIS IS EXHIBIT "

Referred to in the Affidavit of

COULD Brokep

Sworn before me this 25

Day of JUNE A.D. 2024

Acoumistioner for Oaths in and for the Province of Alberta

AMY ANNE MITCHELL
A Commissioner for Oaths in and for Alberta
My Commission Expires: July 26, 2024

WHEREAS Bailey wishes to buy a piece of land (NW ¼ SEC 33 R2 T18 W5) approximately 155 acres plus improvements thereon (the lands), from Trent Thompson for \$900,000.

WHEREAS Brokop has agreed to arrange from his own sources financial assistance for Bailey to help Bailey buy the lands, under certain terms between Brokop and Bailey.

WHEREAS Brokop, understanding the dynamics of this financing and the structuring particulars, attended and was instrumental in creating and procuring an executed real estate agreement on the said lands between Bailey and Thompson

THEREFORE both parties agreed that they would proceed on the following terms:

- Brokop would provide an initial prepayment penalty free loan for Bailey for the \$150,000. purchasing down payment plus \$30,000. fee and subsequently a 10% mortgage to payout the loan principal and provide full required funds to close the sale.
- -In addition to the repayment of the above Brokop would retain an option to buy a 50% ownership of the said lands at any time within the next 10 years, at a price of \$100. (one hundred dollars)
- -Both parties have agreed that Bailey would, as soon as his credit situation allows it, seek refinancing of the initial Brokop purchasing mortgage to acquire a lower interest rate mortgage and free Brokop up to use his money in other avenues.
- -At the discretion of Brokop he may at any time register a caveat to protect such 50% purchase option interest. However it has been discussed that such caveat might be better registered after the Brokop mortgage has been refinanced to a new lender.
- -Both parties have agreed that Brokop, if he exercises the purchase option, would assume 50% of whatever balance was left at that time on the portion of the mortgage representing the initial purchase cost. And if a business or other venture existed on the lands it would be looked at to repay or make payments on the purchasing mortgage first and any other expenses accruing against the property.

Page 2 Brokop/Bailey Agreement Con't

- -Both parties are in agreement that they will amicably and mutually discuss and agree upon any new lender refinancing arrangements against the lands until Brokop declines his purchase option or places his or his assignees joint name on title.
- -Any monies borrowed in excess of the initial Brokop purchase mortgage amount shall be the sole responsibility of Bailey to repay.
- -At any time during the ten years that Brokop advises Bailey of his intention to exercise the purchase option and provides Bailey with the agreed payment, Bailey agrees to cooperatively and without delay promptly execute such transfer of land to effect such 50% joint ownership of said lands. Any solicitor-client costs incurred to force such transaction into being shall be at the expense of and recoverable from Bailey.
- Bailey agrees to inform any spouse or partner that will reside or live on the lands, in a matrimonial manner, that they are subject to an unregistered purchase option against the lands and that a dower right on the lands would take a subsequent position to Brokop's right of purchase, if Brokop were to exercise his option in the ten year period. Also, Bailey agrees that, at this time, his present wife and himself, both of which are very aware of the Brokop/Bailey purchase arrangement, reside at a different location, and that his present wife Heidi intends and has further stated, she will remain at the other location due to marital issues and Todd will move on to the purchasing lands.
- -That both parties agree that all substantial decisions affecting these lands will be mutually agreed upon.
- -Both parties agree to deal in fairness and good faith with one another with regards to all matters concerning same.

Signed this <u>05</u> day of March, 2020

Todd Baile

Erwin Brokop

WILSON LAYCRAFT

Barristers & Solicitors

Richard E. Harrison* Direct Line: 403 441-2257

Email: rharrison@wilcraft.com

Paralegal: Amy Mitchell Direct Line: 403 476-0150

Email: amitchell@wilcraft.com

Our File Number: 4033-023

Via Process Server

Todd Bailey

June 12, 2024

144133 - 530 Avenue West Foothills, AB T0L 1H0

Dear Sir:

Re: Erwin Brokop v Todd Bailey KB Action No. 2401-08027

Pursuant to the Agreement signed on March 5, 2020, enclosed is a cheque made payable to you for \$100.00 which represents Erwin Brokop's, my client, exercise of that Option to Purchase. Enclosed is a copy of the Agreement.

Sincerely,

WILSON LAYCRAFT

per:

Richard E. Harrison Barrister & Solicitor

Encl.

THIS IS EXHIBIT " H
Referred to in the Affidavit of

AMY ANNE MITCHELL A Commissioner for Oaths in and for Alberta My Commission Expires: July 26, 2004

THIS CHEQUE CONTAINS A MICROLINE BORDER AND SECURITY FEATURES

WILSON LAYCRAFT
Barristers and Solicitors
650, 211 - 11th Ave. SW

650, 211 - 11th Ave. SW Calgary, Alberta T2R 0C6 Telephone: 403-290-1601 CIBC CANADIAN IMPERIAL BANK OF COMMERCE
110, 205 - 5th Avenue S.W.
Calgary, AB T2P 2V7

PER

001256

Jun/12/2024

DATE M M D D Y Y Y

)ne Hundred ****

****** 00/100 \$\$100.00

AY THE POER

Todd Bailey

RICHARD E. HARRISON PROFESSIONAL CORPORATION Barrister & Solicitor GENERAL ACCOUNT

Option to Purchase

#OO1256# #OBOO9#O10# 28#93916#

COURT FILE NUMBER

2401 08027

Clerk's Stamp

COURT

COURT OF KING'S BENCH OF

ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFFS

ERWIN BROKOP and 866565 ALBERTA LTD.

DEFENDANTS

TODD BAILEY, TODD BAILEY and FOOTHILLS TRUCK SALES AND SERVICES LTD. previously known as BAILEYS WHOLE SALE

LTD.

DOCUMENT

AFFIDAVIT OF ATTEMPTED SERVICE IS EXHIBIT "

Referred to in the Affidavit of

ADDRESS FOR SERVICE

AND CONTACT
INFORMATION OF

PARTY FILING THIS DOCUMENT

Wilson Laycraft

Suite 650, 211 11 Avenue SW Calgary, AB T2R 0C6

Attn: Richard E. Harrison

T: 403-290-1601

F: 403-290-0828

File No. 4033-023

<u>Erwin Brokop</u>

Sworn before me this _ Ø_0

A Commissioner for Oaths hrand for the Province of Alberta

Affidavit of E. Karleen Thibault Sworn on June 21st, 2024 AMY ANNE MITCHELL
A Commissioner for Oaths in and for Alberta
My Commission Expires: July 26, 20

I, E. Karleen Thibault, Process Server of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY:

- 1. That I am with *Lormit*® *Legal Support Solutions*, Calgary, Alberta, and as such I have personal knowledge of the matters hereinafter deposed to except where stated to be merely information and or belief.
- 2. That on Wednesday the 12st day of June A.D. 2024 my office received a true copy of the STATEMENT OF CLAIM filed June 10th, 2024 for service upon TODD BAILEY at the residential address municipally described as 144133 530 AVENUE WEST, FOOTHILLS, ALBERTA.
- 3. That on **Thursday** the **13th** day of **June A.D. 2024** at **8:09** PM, I attempted service at **144133 530 AVENUE WEST, FOOTHILLS, ALBERTA** and spoke to an adult Caucasian male (in his 40's, approximately five foot eight, slim athletic build, short brown hair) who said **TODD BAILEY** was not around and he was no sure when he would be home. I tried to get more information from him, but he said he was sorry, but he didn't have any more information to give than what he's already given and then excused himself. There was a Volkswagen with the license plate number EFW5 VFF. The EFW5 was placed horizontally, and the VFF was placed vertically.

- 4. That on Friday the 14th day of June A.D. 2024 at 4:55 PM, I attempted service at 144133 530 AVENUE WEST, FOOTHILLS, ALBERTA and received no answer to repeated knocking on the main entry door. There was a Ford Escape parked in the driveway with the license plate number M 71406. There was also no answer at the truck sales shop doors and no answer at the rental shop doors. I had started to leave but turned around and decided to leave a note. As I returned to the house, a truck pulled up to the shop doors with 2 gentleman inside. One was Caucasian and had a long scraggly beard and scraggly hair. The other resembled the man I spoke to the day before. He denied being TODD BAILEY and said that he was not around and didn't know when he would be home but was willing to accept my note with my contact information. He then proceeded to go into the house with the other man, with a slight smirk on his face and he looked back at me several times. This second man strongly resembled the individual I saw the day before and is very possibly the individual we are seeking but I could not get any kind of confirmation that this was in fact TODD BAILEY.
- 5. That on **Tucsday** the **18th** day of **June A.D. 2024** I conducted a search on Facebook for **TODD BAILEY** and found a photograph of the same man I spoke to at the residence, attached hereto and marked as **Exhibit** "A".
- 6. That on **Wednesday** the **19th** day of **June A.D. 2024** at **8:46 PM**, I attempted service at **144133 530 AVENUE WEST, FOOTHILLS, ALBERTA** spoke with a very polite and kind teenage boy (approximately sixteen or seventeen years old) who said **TODD BAILEY** is his father and said "The good thing is that I can tell you that he lives here. The bad thing is is that he is not home" and offered to take the documents. He said his father was out of the province and it would be days before he is back. He did, however, bring up his father's contact on his phone, with **TODD BAILEY's** name listed, and allowd me to take a picture of his phone number: **368-995-6756**.
- 7. That based on the forgoing I believe that prompt personal service upon **TODD BAILEY** is impractical.

SWORN BEFORE ME

at the City of Calgary in the Province of Alberta this 21st day of June, 2024

Vanessa Mae Jocelyn Fucke

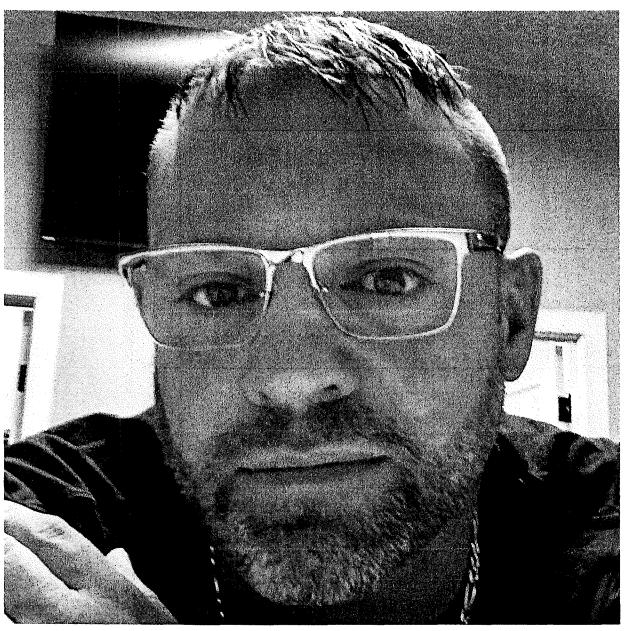
A Notary Public/Commissioner for Oaths

In and for the Province of Alberta

My Appointment Expires: December 31st, 2025

E. Karleen Thibault

File: CAV94120



This is Exhibit. A referred to in the Affidavit of L. KALLDAN THIS ALLT Sworn before me this 2 day of JUNE 10.20 24

VANESSA MAE JOCELYN FUCILE A Notary Public/Commissioner for Oaths in and for the Province of Alberta My Appointment expires December 31st, 20 Bailey 400K I/c to Oct 2022

Date:

06-06-2024

Initial Principal Positive Payments = 7 Compound Interest Nominal Rate (06-06-2024) Effective Rate Payment Frequency Origination Date First Payment \$28,447.17 Negative Payments = 71 Monthly 12,0000 % 12.6825 % Irregular 06-17-2019 06-17-2019

THIS IS EXHIBIT " Referred to in the Affidavit of

for the Province of Alberta AMY ANNE MITCHELL

A Commissioner for Oaths in and for Alberta My Commission Expires: July 26, 2024

	Start Date	Pmt Date	Payment	Rate	Principal	Interest	Balance	Comment
1	06-17-2019	06-17-2019	\$0.00	12.0000 %	\$0.00	\$0.00	\$28,447.17	
2	06-17-2019	09-06-2019	\$-18,007.50	12.0000 %	\$-18,769.25	\$761.75	\$47,216.42	
3	09-06-2019	09-06-2019	\$-540.23	12.0000 %	\$-540.23	\$0.00	\$47,756.65	3% fee
4	09-06-2019	10-28-2019	\$-55,007.50	12.0000 %	\$-55,824.58	\$817.08	\$103,581.23	
5	10-28-2019	10-28-2019	\$-1,650.23	12.0000 %	\$-1,650.23	\$0.00	\$105,231.46	3% fee
6	10-28-2019	11-08-2019	\$-20,000.00	12.0000 %	\$-20,378.32	\$378.32	\$125,609.78	
7	11-08-2019	11-08-2019	\$-600.00	12.0000 %	\$-600.00	\$0.00	\$126,209.78	3% fee
8	11-08-2019	11-18-2019	\$-25,000.00	12.0000 %	\$-25,412.42	\$412.42	\$151,622.20	
9	11-18-2019	11-18-2019	\$-750.00	12.0000 %	\$-750.00	\$0.00	\$152,372.20	3% fee
10	11-18-2019	11-26-2019	\$-12,000.00	12.0000 %	\$-12,398.20	\$398.20	\$164,770.40	
11	11-26-2019	11-26-2019	\$-360.00	12.0000 %	\$-360.00	\$0.00	\$165,130.40	3%fee
12	11-26-2019	11-26-2019	\$-8,000.00	12.0000 %	\$-8,000.00	\$0.00	\$173,130.40	
13	11-26-2019	11-26-2019	\$-240.00	12.0000 %	\$-240.00	\$0.00	\$173,370.40	3% fee
14	11-26-2019	12-12-2019	\$-10,000.00	12.0000 %	\$-10,907.33	\$907.33	\$184,277.73	
15	12-12-2019	12-12-2019	\$-300.00	12.0000 %	\$-300.00	\$0.00	\$184,577.73	3% fee
16	12-12-2019	12-23-2019	\$-65,000.00	12.0000 %	\$-65,663.57	\$663.57	\$250,241.30	
17	12-23-2019	12-23-2019	\$-1,950.00	12.0000 %	\$-1,950.00	\$0.00	\$252,191.30	3% fee
18	12-23-2019	12-27-2019	\$-15,000.00	12.0000 %	\$-15,329.31	\$329.31	\$267,520.61	
19	12-27-2019	12-27-2019	\$-450.00	12.0000 %	\$-450.00	\$0.00	\$267,970.61	3% fee
20	12-27-2019	12-31-2020	\$0.00	12.0000 %	\$-34,432.92	\$34,432.92	\$302,403.53	
21	12-31-2020	03-15-2021	\$-25,000.00	12.0000 %	\$-32,409.89	\$7,409.89	\$334,813.42	
22	03-15-2021	03-15-2021	\$-750.00	12.0000 %	\$-750.00	\$0.00	\$335,563.42	3 % fee
23	03-15-2021	04-01-2021	\$2,500.00	12.0000 %	\$628.64	\$1,871.36	\$334,934.78	

24 04-01-20	05-04-2021	\$-20,000.00	12.0000 %	\$-23,635.35	\$3,635.35	\$358,570.13	
25 05-04-20	05-04-2021	\$-600.00	12.0000 %	\$-600.00	\$0.00	\$359,170.13	
26 05-04-20	05-05-2021	\$-40,000.00	12.0000 %	\$-40,117.52	\$117.52	\$399,287.65	
27 05-05-20	05-05-2021	\$-1,200.00	12.0000 %	\$-1,200.00	\$0.00	\$400,487.65	
28 05-05-20	05-11-2021	\$-70,000.00	12.0000 %	\$-70,786.85	\$786.85	\$471,274.50	
29 05-11-20	05-11-2021	\$-2,100.00	12.0000 %	\$-2,100.00	\$0.00	\$473,374.50	
30 05-11-20	05-22-2021	\$-10,000.00	12.0000 %	\$-11,706.50	\$1,706.50	\$485,081.00	
31 05-22-20	05-27-2021	\$-50,000.00	12.0000 %	\$-50,794.08	\$794.08	\$535,875.08	
32 05-27-20	05-27-2021	\$-1,500.00	12.0000 %	\$-1,500.00	\$0.00	\$537,375.08	
33 05-27-20	08-05-2021	\$-200,000.00	12.0000 %	\$-212,447.54	\$12,447.54	\$749,822.62	
34 08-05-20	08-05-2021	\$-6,000.00	12.0000 %	\$-6,000.00	\$0.00	\$755,822.62	
35 08-05-20	021 08-11-2021	\$-50,000.00	12.0000 %	\$-51,484.99	\$1,484.99	\$807,307.61	
36 08-11-20	021 08-11-2021	\$-1,500.00	12.0000 %	\$-1,500.00	\$0.00	\$808,807.61	
37 08-11-20	09-20-2021	\$-10,000.00	12.0000 %	\$-20,653.09	\$10,653.09	\$829,460.70	
38 09-20-20	09-20-2021	\$-100.00	12.0000 %	\$-100.00	\$0.00	\$829,560.70	
39 09-20-20	09-20-2021	\$-10,000.00	12.0000 %	\$-10,000.00	\$0.00	\$839,560.70	
40 09-20-20	09-20-2021	\$-100.00	12.0000 %	\$-100.00	\$0.00	\$839,660.70	
41 09-20-20	09-20-2021	\$10,000.00	12.0000 %	\$10,000.00	\$0.00	\$829,660.70	
42 09-20-20	09-23-2021	\$10,000.00	12.0000 %	\$9,185.37	\$814.63	\$820,475.33	
43 09-23-20	21 10-05-2021	\$-27,000.00	12.0000 %	\$-30,227.20	\$3,227.20	\$850,702.53	
44 10-05-20	21 10-05-2021	\$-810.00	12.0000 %	\$-810.00	\$0.00	\$851,512.53	
45 10-05-20	21 11-22-2021	\$107,156.22	12.0000 %	\$93,679.87	\$13,476.35	\$757,832.66	
46 11-22-20	12-06-2021	\$-110,000.00	12.0000 %	\$-113,478.74	\$3,478.74	\$871,311.40	
47 12-06-20	21 12-06-2021	\$-3,300.00	12.0000 %	\$-3,300.00	\$0.00	\$874,611.40	
48 12-06-20	12-15-2021	\$10,000.00	12.0000 %	\$7,421.17	\$2,578.83	\$867,190.23	
49 12-15-20	021 12-24-2021	\$6,500.00	12.0000 %	\$3,943.05	\$2,556.95	\$863,247.18	
50 12-24-20	02-24-2022	\$-10,000.00	12.0000 %	\$-27,687.42	\$17,687.42	\$890,934.60	
51 02-24-20	02-24-2022	\$-300.00	12.0000 %	\$-300.00	\$0.00	\$891,234.60	
52 02-24-20	02-28-2022	\$-10,000.00	12.0000 %	\$-11,166.98	\$1,166.98	\$902,401.58	
53 02-28-20	02-28-2022	\$-300.00	12.0000 %	\$-300.00	\$0.00	\$902,701.58	
54 02-28-20	022 05-02-2022	\$-10,000.00	12.0000 %	\$-28,797.22	\$18,797.22	\$931,498.80	
55 05-02-20	05-02-2022	\$-300.00	12,0000 %	\$-300.00	\$0.00	\$931,798.80	
56 05-02-20	05-10-2022	\$-10,000.00	12.0000 %	\$-12,441.78	\$2,441.78	\$944,240.58	
57 05-10-20	05-10-2022	\$-300.00	12.0000 %	\$-300.00	\$0.00	\$944,540.58	
58 05-10-20	05-11-2022	\$-10,000.00	12.0000 %	\$-10,309.04	\$309.04	\$954,849.62	
59 05-11-20	05-11-2022	\$-300.00	12.0000 %	\$-300.00	\$0.00	\$955,149.62	
60 05-11-20	06-20-2022	\$-7,000.00	12.0000 %	\$-19,580.61	\$12,580.61	\$974,730.23	
61 06-20-20	06-20-2022	\$-210.00	12.0000 %	\$-210.00	\$0.00	\$974,940.23	
62 06-20-20	08-23-2022	\$-40,000.00	12.0000 %	\$-60,627.10	\$20,627.10	\$1,035,567.33	
63 08-23-20	08-23-2022	\$-1,200.00	12.0000 %	\$-1,200.00	\$0.00	\$1,036,767.33	
64 08-23-20	09-15-2022	\$-25,000.00	12.0000 %	\$-32,830.15	\$7,830.15	\$1,069,597.48	
65 09-15-20	09-15-2022	\$-750.00	12.0000 %	\$-750.00	\$0.00	\$1,070,347.48	
66 09-15-20	022 10-18-2022	\$-61,000.00	12.0000 %	\$-72,617.45	\$11,617.45	\$1,142,964.93	

67	10-18-2022	10-18-2022	\$-1,830.00	12.0000 %	\$-1,830.00	\$0.00	\$1,144,794.93
68	10-18-2022	11-16-2022	\$-40,000.00	12.0000 %	\$-50,912.22	\$10,912.22	\$1,195,707.15
69	11-16-2022	11-16-2022	\$-1,200.00	12.0000 %	\$-1,200.00	\$0.00	\$1,196,907.15
70	11-16-2022	11-30-2022	\$-12,000.00	12.0000 %	\$-17,494.26	\$5,494.26	\$1,214,401.41
71	11-30-2022	11-30-2022	\$-360,00	12.0000 %	\$-360.00	\$0.00	\$1,214,761.41
72	11-30-2022	12-12-2022	\$-44,000.00	12.0000 %	\$-48,778.05	\$4,778.05	\$1,263,539.46
73	12-12-2022	12-12-2022	\$-1,320.00	12.0000 %	\$-1,320.00	\$0.00	\$1,264,859.46
74	12-12-2022	01-12-2023	\$-7,000.00	12.0000 %	\$-19,892.40	\$12,892.40	\$1,284,751.86
75	01-12-2023	01-12-2023	\$-210.00	12.0000 %	\$-210.00	\$0.00	\$1,284,961.86
76	01-12-2023	01-13-2023	\$0.00	12.0000 %	\$-420.42	\$420.42	\$1,285,382.28
77	01-13-2023	02-16-2023	\$-30,000.00	12.0000 %	\$-44,376.55	\$14,376.55	\$1,329,758.83
78	02-16-2023	02-16-2023	\$-900.00	12.0000 %	\$-900.00	\$0.00	\$1,330,658.83
79	02-16-2023	06-15-2023	\$0.00	12.0000 %	\$-52,822.67	\$52,822.67	\$1,383,481.50
80	06-15-2023	10-28-2023	\$2,000.00	12.0000 %	\$-60,296.21	\$62,296.21	\$1,443,777.71
81	10-28-2023	02-01-2024	\$-6,000.00	12.0000 %	\$-51,933.32	\$45,933.32	\$1,495,711.03
82	02-01-2024	02-01-2024	\$-180.00	12.0000 %	\$-180.00	\$0.00	\$1,495,891.03
83	02-01-2024	06-06-2024	\$0.00	12.0000 %	\$-62,771.84	\$62,771.84	\$1,558,662.87
84	06-06-2024	06-07-2024	\$0.00	12.0000 %	\$-508.58	\$508.58	\$1,559,171.45