

THE KING'S BENCH
Winnipeg Centre

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER
PURSUANT TO SECTION 243 OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C.
1985, c. B-3, AS AMENDED AND SECTION 55 OF
THE COURT OF KING'S BENCH ACT, C.C.S.M. C.
C280

BETWEEN:

PRICEWATERHOUSECOOPERS INC.
(solely in its capacity as court-appointed receiver and manager of
Bridging Finance Inc. and certain related entities and
investment funds)

Plaintiff,

and

DAKOTA PLAINS FIRST NATION, CHIEF AND COUNCIL OF DAKOTA
PLAINS FIRST NATION (solely in their capacity as representatives of
DAKOTA PLAINS FIRST NATION), DAKOTA PLAINS WAHPETON
OYATE ACTIVE PURSUITS LIMITED PARTNERSHIP, DAKOTA PLAINS
WAHPETON OYATE ECONOMICS DEVELOPMENT CORPORATION,
DAKOTA PLAINS WAHPETON OYATE MANAGEMENT CO. LTD.,
DAKOTA PLAINS WAHPETON OYATE REAL ESTATE GP CO. LTD.,
DAKOTA PLAINS WAHPETON OYATE REAL ESTATE LIMITED
PARTNERSHIP., and 356 ASSINIBOINE AVENUE LTD.

Defendants.

**AFFIDAVIT OF GRAHAM PAGE
SWORN THE 19th DAY OF MARCH, 2024**

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IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 55 OF *THE COURT OF KING'S BENCH ACT*, C.C.S.M. C. C280

BETWEEN:

PRICEWATERHOUSECOOPERS INC.
(solely in its capacity as court-appointed receiver and manager of Bridging Finance Inc. and certain related entities and investment funds)

Plaintiff,

and

DAKOTA PLAINS FIRST NATION, CHIEF AND COUNCIL OF DAKOTA PLAINS FIRST NATION (solely in their capacity as representatives of DAKOTA PLAINS FIRST NATION), DAKOTA PLAINS WAHPETON OYATE ACTIVE PURSUITS LIMITED PARTNERSHIP, DAKOTA PLAINS WAHPETON OYATE ECONOMICS DEVELOPMENT CORPORATION, DAKOTA PLAINS WAHPETON OYATE MANAGEMENT CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE GP CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE LIMITED PARTNERSHIP., and 356 ASSINIBOINE AVENUE LTD.

Defendants.

AFFIDAVIT OF GRAHAM PAGE

I, Graham Page, of the City of Toronto, in the Province of Ontario,

MAKE OATH AND SAY AS FOLLOWS:

I. INTRODUCTION

1. I am a Senior Vice President at PricewaterhouseCoopers Inc. ("**PwC**"), the court-appointed receiver and manager (in such capacity, the "**Bridging Receiver**") of Bridging Finance Inc. ("**BFI**") and certain related entities and investment funds (collectively, "**Bridging**"). As such, I have knowledge of the matters deposed to herein, save where I have obtained information from others. Where I have obtained information from others, I have stated the source of that information and believe it to be true.

2. This affidavit is sworn in support of a motion by the Bridging Receiver pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 55 of the *Court of King's Bench Act*, C.C.S.M., c. C280, as amended, for an order (the "**Receivership Order**") attached as Schedule "A" to the Notice of Motion, among other things:
 - (a) appointing Deloitte Restructuring Inc. ("**Deloitte**") as receiver and manager (in such capacity, the "**Receiver**"), without security, of all of the current and future assets, undertakings, and properties (collectively, the "**Property**") of each of 356

Assiniboine Avenue Ltd. ("**356**"), Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd. ("**Real Estate GP**"), Dakota Plains Wahpeton Oyate Real Estate Limited Partnership ("**Real Estate LP**"), Dakota Plains Wahpeton Oyate Economics Development Corporation ("**DevelopmentCo**"), Dakota Plains Wahpeton Oyate Management Co. Ltd. ("**ManagementCo**"), and Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership ("**Pursuits LP**" and collectively with 356, Real Estate GP, Real Estate LP, DevelopmentCo, and ManagementCo, the "**Receivership Defendants**"), acquired for, used or relating to a business carried on by or on behalf of the Receivership Defendants, including, but not limited to, the lands and premises municipally known as 356 Assiniboine Avenue, Winnipeg, in the Province of Manitoba, and more specifically described as: LOT 241 BLOCK 2 PLAN 129 WLTO (W DIV) IN RL 1 PARISH OF ST. JOHN (the "**Real Property**"); and

(b) such further and other relief as this Honourable Court may deem just.

3. No relief is being sought on this motion in respect of Dakota Plains First Nation ("**Dakota Plains**") or Chief and Council of Dakota Plains (solely

in their capacity as representatives of Dakota Plains) (“**Chief and Council**”). The indebtedness of Dakota Plains to Bridging will be addressed in the action commenced pursuant to the Statement of Claim (as defined below).

4. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

II. OVERVIEW & APPOINTMENT OF THE BRIDGING RECEIVER

5. By orders of the Ontario Superior Court of Justice (Commercial List) (the “**Ontario Court**”) dated April 30, 2021 (the “**Appointment Order**”), May 3, 2021 (the “**Additional Appointment Order**”), and May 14, 2021 (the “**Continuation Order**” and collectively, the “**Appointment Orders**”), PwC was appointed as the Bridging Receiver. Copies of the Appointment Orders are attached hereto as **Exhibit “A”**.
6. PwC was appointed as the Bridging Receiver pursuant to section 129 of the *Securities Act* R.S.O. 1990, c. S. 5, as amended (the “**Securities Act**”) upon application by the Ontario Securities Commission as a result of its ongoing investigation into BFI and certain related individuals and entities.

7. BFI is a privately held investment management firm that, prior to the appointment of the Bridging Receiver, offered alternative investment options to investors through the various Bridging investment funds managed by BFI (the “**Bridging Funds**”). Bridging would, among other things, raise capital from investors through the Bridging Funds for the purpose of making private debt loans to third-party borrowers. BFI would typically act as agent on behalf of the applicable Bridging Fund(s) that advanced funds to third-party borrowers.
8. The Bridging Receiver was appointed to protect the interests of, and maximize value for, Bridging’s investors and the other stakeholders. There are approximately 26,000 Bridging investors (both retail and institutional) primarily located across Canada. As detailed in the Bridging Receiver’s various reports to the Ontario Court, Bridging’s investors are facing significant losses on their investments in the Bridging Funds.
9. One of the loans in Bridging’s portfolio is the non-revolving demand loan in the principal amount of \$5,550,000.00 (the “**Loan**”) that was made available to the Receivership Defendants and Dakota Plains (collectively, the “**Borrower Parties**”) by BFI as agent for certain of the

Bridging Funds pursuant to the Loan Agreement (as defined and described below).

10. The Loan was originally advanced to fund the acquisition of the Real Property and the renovations of the building situated thereon (the “**Wellness Centre**”, described in more detail below). The Loan is currently past maturity and in default. On August 22, 2023, the Bridging Receiver issued the Demand Letters and BIA Notices (each as defined below) to the Borrower Parties.
11. Pursuant to the statement of claim issued on November 7, 2023 (the “**Statement of Claim**”), the Bridging Receiver commenced this proceeding against the Borrower Parties to recover the amount outstanding under the Loan.
12. The Borrower Parties have failed to make any payments in reduction of the Loan in response to the Demand Letters and BIA Notices, notwithstanding the maturity of the Loan, the issuance of the Demand Letters, the BIA Notices, and the Statement of Claim.
13. The Bridging Receiver has not been updated by the Borrower Parties with respect to the operations of the Wellness Centre, including the change of property management, as further described below. As such,

the Bridging Receiver does not have confidence in the management of the Borrower Parties and will not support any continuation of the *status quo*. As described in greater detail below, although Real Estate GP made periodic payments under the Loan between April 2022 and April 2023, no payments have been received since April 2023. The Borrower Parties continue to enjoy the use of the Wellness Centre and the income it generates but refuse to service the Loan that funded the acquisition and renovation of the Wellness Centre.

14. The limited financial reporting that has been provided indicates that the Wellness Centre on the Real Property only supports up to \$30,000 of monthly cash flow, which is not sufficient to service the Loan. The Bridging Receiver is concerned that a continuation of the *status quo* will result in Bridging never receiving full repayment on the Loan, as the indebtedness continues to grow. Additionally, there is the potential that Bridging's security position could erode over time without appropriate care and maintenance of the property.
15. For the reasons described herein, the Bridging Receiver has significant concerns that Bridging (and by extension, its investors whose funds were used to advance the Loan) is facing a material shortfall on the

Loan. The Loan is not currently being repaid by the Borrower Parties and the balance continues to increase with accrued interest while the cash flow generated by the Wellness Centre is insufficient to service the Loan. The Bridging Receiver's court-ordered mandate is to minimize any such shortfall and to maximize recoveries for Bridging's investors and other stakeholders.

16. The Bridging Receiver seeks the appointment of an independent court officer as Receiver of the Receivership Defendants to preserve the value of the Real Property and the Wellness Centre and to implement an orderly sale or liquidation of the Real Property and the Wellness Centre for the benefit of all stakeholders under the supervision of this Court.

III. BACKGROUND INFORMATION ON RECEIVERSHIP DEFENDANTS

17. 356 is a corporation incorporated under the laws of Manitoba. 356 functions as a real estate holding company and is the registered owner of the Real Property on which the Wellness Centre is located. The registered head office of 356 is located at 724-240 Graham Avenue, Winnipeg, Manitoba, R3C 0J7. Donald Smoke is listed as the sole

director and officer of 356. A copy of the corporate profile report in respect of 356 is attached as **Exhibit “B”**.

18. Although 356 is the registered owner of the Real Property, 356 holds legal title to the Real Property as nominee, agent, and bare trustee for Real Estate GP on behalf of Real Estate LP subject to and in accordance with a trust agreement dated May 25, 2019 (the “**Trust Declaration**”). A copy of the Trust Declaration is attached hereto as **Exhibit “C”**. A copy of the Real Property Status of Title dated February 20, 2024, which demonstrates that 356 is the sole registered owner of the Real Property, is attached hereto as **Exhibit “D”**.
19. The Real Property is the primary asset of the Receivership Defendants. The Wellness Centre provides short and medium-term housing for both First Nation individuals who travel to Winnipeg to receive medical treatment and their family members. The Wellness Centre operates similar to a hotel. It has twenty rooms available, with seven family rooms including a queen-sized bed and either twin or bunk bed, seven rooms with queen-sized beds and six rooms with twin beds, a common area, a laundry room, and on-site kitchen.

20. Management of the Wellness Centre has generally been outsourced to a third-party property manager. Pursuant to an undated development agreement between Fusion Capital Corporation (“**Fusion Capital**”) and Dakota Plains (the “**Development Agreement**”), Fusion Capital was retained to act as project manager with respect to the renovation of Wellness Centre. A copy of the Development Agreement is attached hereto as **Exhibit “E”**.
21. Until recently, Fusion Capital also acted as property manager and was responsible for the day-to-day operations of the Wellness Centre. I am advised by BDO Canada LLP (“**BDO**”), the financial advisor of Dakota Plains, that Fusion Capital no longer acts as property manager and the Wellness Centre is currently being managed by an individual named Ramon Merino Jr. To date, the Bridging Receiver has received no communications from Mr. Merino Jr.
22. The management services provided by Fusion Capital were terminated, effective January 31, 2024, pursuant to a letter dated January 4, 2024, sent by Donald Smoke of 356, to Fusion Capital’s president, Ross Ransby (the “**Termination Letter**”). The Termination Letter provides that management of the Wellness Centre would be

transitioned to BDO, with the primary contact being Glenn Fleetwood. A copy of the Termination Letter is attached hereto as **Exhibit “F”**.

23. Pursuits LP (formerly Dakota Plains First Nation Active Pursuits Limited Partnership) is a limited partnership formed under the laws of Manitoba. Pursuits LP’s registered place of business is the Real Property, and its mailing address is at 724-240 Graham Avenue, Winnipeg, Manitoba, R3C 0J7. Pursuits LP functions as a management company according to its limited partnership report and the North American Industry Classification System, (“**NAICS**”) code recorded therein. The general partner of Pursuits LP is ManagementCo. A copy of the limited partnership report for Pursuits LP is attached as **Exhibit “G”**.

24. ManagementCo (formerly Dakota Plains First Nation Management Co. Ltd.) is a corporation incorporated under the laws of Manitoba. ManagementCo functions as a management company according to its corporate profile report and the NAICS code recorded therein. It is the general partner of Pursuits LP. The registered head office of ManagementCo is located at 724-240 Graham Avenue, Winnipeg,

Manitoba, R3C 0J7. A copy of the corporate profile report for ManagementCo is attached as **Exhibit “H”**.

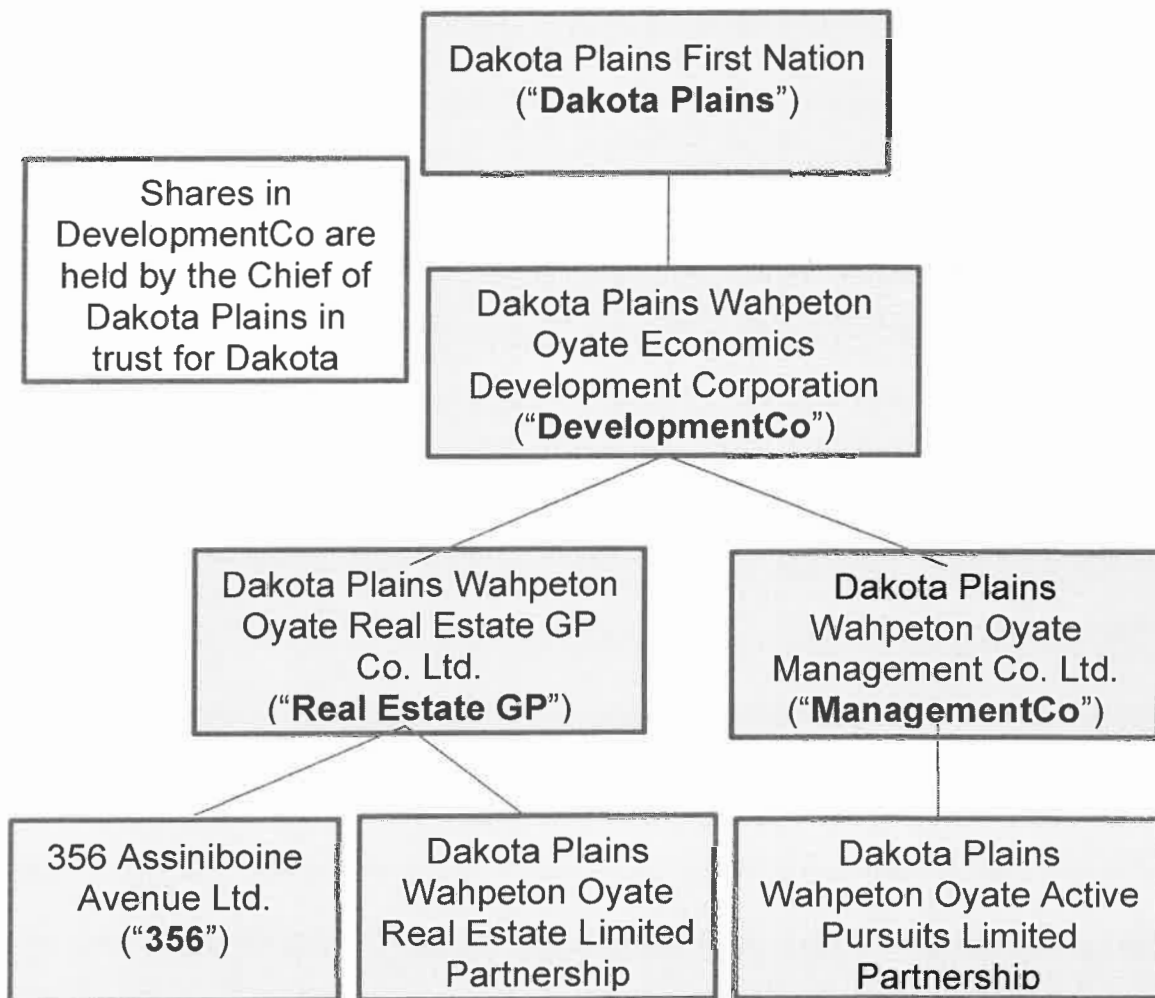
25. DevelopmentCo (formerly Dakota Plains First Nation Economics Development Corporation) is a corporation incorporated under the laws of Manitoba. It functions as an economic development company for Dakota Plains according to its corporate profile report. The registered head office of DevelopmentCo is located at 724-240 Graham Avenue, Winnipeg, Manitoba, R3C 0J7. A copy of the corporate profile report for DevelopmentCo is attached as **Exhibit “I”**.

26. Real Estate LP (formerly Dakota Plains First Nation Real Estate Limited Partnership) is a limited partnership formed under the laws of Manitoba. Real Estate LP's registered place of business is the Real Property, and its mailing address is P.O. Box 1246, Portage La Prairie, Manitoba, R1N 3J9. As described above, Real Estate LP is the beneficial owner of the Real Property. The general partner of Real Estate LP is Real Estate GP. A copy of the limited partnership report for Real Estate LP is attached as **Exhibit “J”**.

27. Real Estate GP (formerly Dakota Plains First Nation Real Estate GP Co. Ltd.) is a corporation incorporated under the laws of Manitoba. The

registered head office of Real Estate GP is located at 724-240 Graham Avenue, Winnipeg, Manitoba, R3C 0J7. Real Estate GP is the general partner of Real Estate LP. A copy of the corporate profile report for Real Estate GP is attached as **Exhibit “K”**.

28. An organization chart displaying the relationship between the Defendants is below:



IV. THE LOAN AGREEMENT

29. The Loan (in the principal amount of \$5,550,000.00) was originally made available pursuant to a term sheet dated March 22, 2019 (the “**Term Sheet**”) between BFI, or an affiliate to be named, as the lender, and Dakota Plains as the borrower. A copy of the Term Sheet is attached hereto as **Exhibit “L”**. As described above, the purpose of the Loan was to fund 356’s acquisition of the Real Property and renovation of the Wellness Centre.
30. The Term Sheet was subsequently amended by a demand grid promissory note dated May 22, 2019, executed by Dakota Plains and each of the other Borrower Parties (the “**Note**” and together with the Term Sheet, the “**Loan Agreement**”). Among other amendments to the Term Sheet, the Note provides that the term “**Borrower**” in the Term Sheet means each of the Borrower Parties on a joint and several basis and that each of RealEstate GP, Real Estate LP, DevelopmentCo, ManagementCo, Pursuits LP and 356 agreed to be bound by the terms of the Term Sheet (as amended by the Note) as if they were an original party thereto with Dakota Plains. The Note also provides that the Borrower Parties, jointly and severally, unconditionally promise to pay BFI the principal amount of \$5,550,000 (or so much thereof as may be

owing by the Borrower Parties to Bridging according to Bridging's records) plus interest. A copy of the Note is attached hereto as **Exhibit "M"**.

31. The Loan is non-revolving and payable on demand. Interest accrues on amounts outstanding under the Loan at the Bank of Montreal Prime Rate, plus 11.05% per annum, calculated and payable on the last day of each month.
32. Pursuant to the Loan Agreement, the Borrower Parties agreed unconditionally to repay the Loan on the earliest of: (i) demand; (ii) the occurrence of an event of default; (iii) the receipt by the Borrower Parties of the proceeds of any financing; and (iv) twelve months from the date of the advance of funds with the right to renew for twelve additional months.
33. The maturity date of the Loan was extended from May 22, 2020 to May 22, 2021 by amending agreement dated May 22, 2020. A copy of the amending agreement is attached hereto as **Exhibit "N"**.
34. By band council resolution dated as of May 21, 2019 (the "**BCR**") the Chief and Council of Dakota Plains ratified, approved, and confirmed that Dakota Plains agreed to the Loan and properly entered into the

Loan Agreement. A copy of the BCR is attached hereto as **Exhibit “O”**.

35. By waiver granted to BFI, as agent, pursuant to section 89 of the *Indian Act*, R.S.C. 1985, c. I-5 (the “**Indian Act**”) dated May 21, 2019 (the “**Waiver**”), Dakota Plains:

- (a) consented to and authorized BFI, as agent, to enter onto the reserve lands of Dakota Plains for the purposes of enforcing its security as against the personal property of Dakota Plains in accordance with the terms of the Loan Agreement; and
- (b) agreed that it would not exercise its rights under any treaty with the Government of Canada or the Indian Act, and specifically waived all rights or entitlements that Dakota Plains may have under section 89 of the Indian Act as the same applied to BFI’s enforcement of its loan agreement(s) with Dakota Plains and the exercise of BFI’s security rights as against the personal property of Dakota Plains.

A copy of the Waiver is attached hereto as **Exhibit “P”**.

36. Samuel A. Goszer of Duboff Edwards Haight & Schachter Law Corporation acted as independent counsel for the Borrower Parties in connection with the Loan. Duboff Edwards Haight & Schachter Law Corporation provided Bridging and its counsel with an opinion dated May 28, 2019 (the “**Duboff Edwards Legal Opinion**”) confirming that the Loan Agreement and the various related documents and security were duly authorized, executed, and delivered by the Borrower Parties and therefore constitute valid and binding obligations of the Borrower Parties in accordance with their terms. A copy of the Duboff Edwards Legal Opinion is attached hereto as **Exhibit “Q”**.
37. The Loan was fully advanced by Bridging to a trust account managed by Chaitons LLP (counsel for Bridging in connection with the Loan) on May 22, 2019 (the “**Trust Account**”). Amounts were then to be advanced from the Trust Account to the Borrower Parties at the direction of the Borrower Parties from time to time as agreed by Bridging pursuant to irrevocable directions issued by the Borrower Parties (each, a “**Direction**”). Copies of all the Directions are attached hereto as **Exhibit “R”**.

38. Pursuant to the Directions, certain amounts of the Loan were expressly directed to specific parties as follows:

Per Chaitons LLP Trust Ledger			Per Directions, Funding Requests or Other Supporting Documents
Date	Recipient	Amount (\$)	Purpose
5/22/2019	CW Winnipeg Inc.	300,015	Second deposit and wire fee
5/22/2019	Duboff Edwards Haight & Schachter Law Corporation	16,500	Fees and estimated disbursements
5/23/2019	Fusion Capital Corporation	28,401	Reimbursement of: <ul style="list-style-type: none"> • Cochrane Saxberg LLP retainer for legal fees of \$3,000 • Cushman & Wakefield Stevenson for first deposit of \$25,000 • City of Winnipeg for plans of \$401
5/23/2019	Barnes & Duncan	1,041	Building location certificate
5/23/2019	HLC Consulting Ltd.	2,940	Property condition assessment
5/28/2019	Cochrane Saxberg	1,151,440	Purchase for the Real Property and costs related thereto

5/31/2019	Fusion Asset Management Ltd.	232,313	Developer fee
7/22/2019	Chaitons LLP	10,000	Fees and estimated disbursements to closing
8/8/2019	Dakota Plains First Nations Real Estate	155,730	Work done on the project from May 1, 2019 to July 24, 2019
11/4/2019	Dakota Plains First Nations Real Estate	151,844	Work done on the project from July 24, 2019 to October 24, 2019
11/28/2019	Dakota Plains First Nations Real Estate	206,340	Work done on the project from October 24, 2019 to November 21, 2019
2/3/2020	Dakota Plains Wahpeton Oyate	40,000	Short term financing to address January to April 2020 funding gap
3/13/2020	Dakota Plains First Nations Real Estate	315,599	Work done on the project from November 21, 2019 to March 11, 2020
4/3/2020	Dakota Plains Wahpeton Oyate	1,347,092	Work done on the project from March 11, 2019 to March 30, 2020
9/18/2020	Dakota Plains First Nations Real Estate	1,242,711	Work done on the project from April 1, 2020 to September 11, 2020
1/5/2021	Chaitons LLP	4,418	Legal fees
4/21/2021	Dakota Plains First Nations Real Estate	293,284	Work done on the project completed March 31, 2021

4/23/2021	Chaitons LLP	332	Legal fees
		\$5,500,000	

39. According to the books and records of Bridging, as at February 29, 2024, the total amount owing by the Borrower Parties under the Loan is \$11,228,727 (the “**Indebtedness**”).

40. After its appointment, the Bridging Receiver contacted the Borrower Parties to arrange for repayment of the Loan. The Borrower Parties (through Real Estate GP) made regular interest and/or principal payments in respect of the Loan between April 1, 2022 and April 13, 2023. However, the Borrower Parties have failed to make any further payments under the Loan following April 13, 2023. A table setting out all the Loan repayments made by the Borrower Entities (through Real Estate GP) is below:

Date of Payment	Amount Received From Real Estate GP
April 1, 2022	\$5,000
May 9, 2022	\$5,000
June 8, 2022	\$10,000
July 22, 2022	\$5,000
August 2, 2022	\$5,000
September 1, 2022	\$5,000
September 9, 2022	\$25,000
October 3, 2022	\$30,000
November 1, 2022	\$30,000
December 5, 2022	\$30,000

January 4, 2023	\$5,000
March 7, 2023	\$2,500
March 22, 2023	\$2,500
April 13, 2023	\$5,000
Total:	\$165,000

V. SECURITY HELD BY BRIDGING

41. As security for all of the present and future indebtedness and obligations of the Receivership Defendants to Bridging under the Loans, each of the Receivership Defendants granted to Bridging, among other things, security over all of its personal property pursuant to a separate general security agreement, each dated May 21, 2019 (collectively, the “**General Security Agreements**”). Copies of the General Security Agreements are attached hereto as **Exhibit “S”**.
42. In addition, 356 granted Bridging, among other things, a mortgage in respect of the Real Property in the principal amount of \$5,555,000 plus interest, fees, and costs (the “**Mortgage**”). The Mortgage was registered on title to the Real Property on May 31, 2019, in the Property Registry for the Province of Manitoba as Instrument No. 5071157/1. A copy of the Mortgage, with its charge terms, is attached hereto as **Exhibit “T”**.

43. 356, Real Estate GP, and Real Estate LP also executed a subordination agreement in favour of Bridging dated May 21, 2019 (the “**Subordination Agreement**”), pursuant to which all of the debts owing by 356, Real Estate GP, and Real Estate LP *inter se* as well as the redemption of any shares or units in those entities shall be subordinated in all respects to the payment of the obligations owing to Bridging. A copy of the Subordination Agreement is attached here to as **Exhibit “U”**.

44. The General Security Agreements, the Mortgage, the Subordination Agreement, and all the other security granted by the Receivership Defendants in favour of Bridging is collectively referred to herein as the “**Security**”.

45. It appears from the face of the applicable documents that all the Security granted by the Receivership Defendants was signed by Craig Blacksmith. At the time of the Loan Agreement, Craig Blacksmith was publicly listed as a director and officer of 356, DevelopmentCo, ManagementCo, and Real Estate GP. The Duboff Edwards Legal Opinion provided by independent counsel for the Receivership Defendants confirmed the validity and enforceability of the Security.

46. Bridging registered its security interest in respect of each of the Receivership Defendants against all classes of collateral other than consumer goods pursuant to the *Personal Property Security Act* (Manitoba) (the “**PPSA**”). Copies of certified PPSA searches in respect of the Receivership Defendants current as of February 20, 2024, are attached hereto as **Exhibit “V”**. The certified PPSA searches indicate that there are no registrations against the Receivership Defendants other than the registrations in favour of Bridging.
47. Similarly, Bridging is the only secured creditor with a registration on title to the Real Property. The only registrations against the Real Property other than those in favour of Bridging are: (i) a public pathway easement in favour of the City of Winnipeg registered in 1991; and (ii) the beneficial interest in the Real Property held by Real Estate GP pursuant to the Trust Declaration, which was registered after the Mortgage.
48. Section 4 of each of the General Security Agreements provides that Bridging shall have the rights and remedies set out under the PPSA, including, without limitation, the appointment of a receiver upon the occurrence of a default.

49. Section 24 of the terms of the Mortgage provides that a receiver may be appointed over the Real Property upon the occurrence of an Event of Default under the Mortgage.

VI. DEMANDS FOR PAYMENT, BIA NOTICES & STATEMENT OF CLAIM

50. Pursuant to the Loan Agreement, the Loan was made available to the Borrower Parties for a specified term, subject to the right of Bridging to demand payment. The term of the Loan has expired, and the Loan is immediately due and payable. The Borrower Parties have failed to make any payments in reduction of the Loan since April 13, 2023.
51. Notwithstanding the Borrower Parties' failure to make payments under the Loan, the Bridging Receiver engaged in discussions with the Borrower Parties regarding potential refinancing and/or repayment proposals. As part of those discussions, it was originally proposed by the Borrower Parties that they would present the Bridging Receiver with potential refinancing and/or repayment proposals for consideration.
52. The Bridging Receiver advised the Borrower Parties that, in order to consider or evaluate any potential refinancing and/or repayment

proposals, it required detailed financial reporting from the Borrower Parties, including, without limitation, the following information (collectively, the “**Financial Reporting**”):

- (a) current and historical financial statements for each of the Borrower Parties;
 - (b) cash flow forecasts for each of the Borrower Parties;
 - (c) a comprehensive list of material assets for each of the Borrower Parties, including any appraisals carried out in respect of the Real Property or any other assets; and
 - (d) the financial analysis in respect of the Borrower Parties’ cash flows and ability to service the Loan that was purportedly prepared by BDO in its capacity as financial advisor to the Borrower Parties.
53. The Bridging Receiver made multiple requests for the Financial Reporting from the Borrower Parties by email and telephone.
54. Although certain of the historical Financial Reporting was provided by the Borrower Parties, the Borrower Parties failed to provide a comprehensive and current list of material assets for each Borrower

Party, as well as forward looking cash flow forecasts to support the Borrower Parties' debt servicing capacity. As such, the Bridging Receiver has little to no insight into the activities and financial position of the Borrower Parties. The Borrower Parties also failed to provide the Bridging Receiver with an acceptable refinancing or repayment proposal despite multiple requests.

55. Discussions between the Bridging Receiver and the Borrower Parties subsequently broke down and the Borrower Parties have failed to make any further Loan repayments. The Borrower Parties have instead taken the position that they have no obligation to repay the Loan notwithstanding that the Loan was advanced to finance the acquisition of the Real Property and the Receivership Defendants continue to enjoy use of the Real Property and the related economic benefits.
56. On August 22, 2023, the Bridging Receiver delivered demand letters (collectively, the "**Demand Letters**") and Notices of Intention to Enforce Security pursuant to section 244 of the BIA (collectively, the "**BIA Notices**") to each of the Borrower Parties, pursuant to which the Bridging Receiver demanded payment of all amounts owing under the Loan and gave notice of its intention to enforce the Security.

57. The statutory 10-day notice period under the BIA Notices expired on September 1, 2023.
58. By email dated September 25, 2023, the Bridging Receiver confirmed with the Receivership Defendants that the 10-day notice period under the BIA Notices had expired and there was no agreement by the Bridging Receiver to extend or toll the running of that notice period. A copy of this email is attached hereto as **Exhibit “W”**.
59. On November 7, 2023, the Bridging Receiver issued a Statement of Claim in respect of the Borrowers, pursuant to which the Bridging Receiver seeks repayment of all amounts owing under the Loan. A copy of the Statement of Claim is attached as **Exhibit “X”**.
60. Notwithstanding the issuance of the Demand Letters, the BIA Notices, and the Statement of Claim, the Borrowers have failed to make any payments in reduction of the amounts owing under the Loan.
61. By email dated November 17, 2023, the Borrower Parties requested an extension to file their statements of defence until January 15, 2024. The Bridging Receiver agreed to this request. A copy of this email chain is attached hereto as **Exhibit “Y”**.

62. By email dated January 12, 2024, the Borrower Parties requested an additional extension until February 16, 2024, to file their Statement of Defence. A copy of this email is attached hereto as **Exhibit “Z”**.
63. By letter to the Borrower Parties dated January 22, 2024 (the “**January Letter**”), the Bridging Receiver raised various concerns regarding the defaults of the Borrower Parties under the Loan Agreement and responded to the Borrower Parties’ additional request for an extension to file their statements of defence. The Bridging Receiver advised that it was prepared to grant an extension provided that the following conditions were satisfied:
- (a) each of the Borrower Parties must deliver the outstanding Financial Reporting;
 - (b) the Borrower Parties must provide written confirmation that 356 and/or the other Borrower Parties are current on all property taxes and other potential priority payables in respect of the Real Property;
 - (c) the Borrower Parties must convene a conference call between the Receiver, the Borrower Parties, and Fusion Capital in its capacity as property manager of the Real Property to provide a

comprehensive update on the status of the Real Property and the related business; and

- (d) the Borrower Parties must provide a written list of each Borrower Party whose liability under the Loan is being disputed or will be disputed in any forthcoming statement of defence.

- 64. A copy of the January Letter is attached hereto as **Exhibit "AA"**.
- 65. The Borrower Parties failed and/or refused to comply with any of the foregoing conditions and served their Statement of Defence on February 2, 2024. A copy of the Statement of Defence is attached hereto as **Exhibit "BB"**.
- 66. By emails dated February 22 and 26, 2024, I was advised by BDO that Fusion Capital no longer acts as property manager for the Wellness Centre and that the Wellness Centre is currently being managed by an individual named Ramon Merino Jr. A copy of this email chain is attached hereto as **Exhibit "CC"**. The Bridging Receiver has not received any communication from the new property manager regarding the status of the Real Property and the related business and therefore has no insight into its primary source of collateral.

IX. NECESSITY FOR THE APPOINTMENT OF A RECEIVER

67. The appointment of the proposed Receiver over the Property of the Receivership Defendants is necessary and appropriate in the circumstances as a result of the following:

- (a) the Receivership Defendants are jointly and severally indebted to Bridging in the amount of \$11,228,727 as of February 29, 2024, under the Loan. Independent counsel for the Receivership Defendants provided a written legal opinion confirming the validity and enforceability of the Loan Agreement and the Security;
- (b) the Receivership Defendants are in default of their respective obligations under the Loan Agreement and Security;
- (c) notwithstanding the issuance of the Demand Letters, the BIA Notices, and the Statement of Claim, the Receivership Defendants have failed to make any payment on account of their indebtedness under the Loan;
- (d) the statutory 10-day notice period under the BIA Notices expired on September 1, 2023;

- (e) as a result of the defaults described herein, the Bridging Receiver is contractually entitled under the Security to seek the appointment of a receiver over all or part of the Property (including the Real Property);
- (f) the books and records of Bridging, the limited financial reporting provided to Bridging by the Receivership Defendants, and the course of conduct of the Receivership Defendants collectively indicate that: (i) the Receivership Defendants have ceased paying their current obligations in the ordinary course as they generally become due; and/or (ii) are unable to meet their obligations as they generally become due, and are therefore insolvent;
- (g) the Bridging Receiver does not have any confidence in the management of the Receivership Defendants and will not support any continuation of the *status quo*. The Borrower Parties have failed to provide reasonable financial reporting and have otherwise been unresponsive to the Bridging Receiver's requests for a repayment and/or refinancing plan. The Borrower Parties continue to enjoy the use of the Wellness Centre and the

income it generates but refuse to service the Loan that funded the acquisition and renovation of the Wellness Centre;

- (h) as set out in the Statement of Defence, the Borrower Parties have taken the position that they are not obligated to repay the Loan and dispute the validity of the Security. The Bridging Receiver has significant concerns that further steps will be taken by the Receivership Defendants to jeopardize the interests of Bridging (and its investors whose funds were used to advance the Loan);
- (i) the Bridging Receiver is also concerned that a continuation of the *status quo* will result in Bridging effectively funding operations with no prospect of repayment, which will continue to erode Bridging's security position over time; and
- (j) the issues described herein (including the indebtedness of the Receivership Defendants) will be most appropriately and efficiently addressed in the context of a court-supervised receivership proceeding.

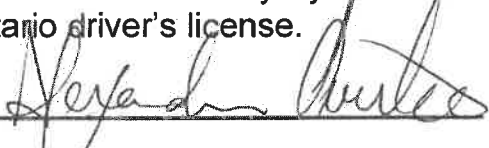
68. Deloitte has consented to act as the Receiver, subject to obtaining a Receivership Order on terms that are satisfactory to Deloitte. A copy of Deloitte’s consent to act as Receiver is attached as **Exhibit “DD”**.

X. CONCLUSION

69. For the reasons set out above, the Bridging Receiver seeks the appointment of Deloitte as Receiver of the Receivership Defendants to protect the interests of Bridging and the other stakeholders of the Receivership Defendants on the terms of the draft Order appended to its Notice of Motion as Schedule “A”.

70. This affidavit is sworn in support of the within motion and for no other or improper purpose.

SWORN before me by)
videoconference on this 19th day of)
March, 2024, at which time I saw)
and heard the declarant declare this)
document and sign it. The declarant)
provided their identity by means of)
Ontario driver’s license.)


_____)




GRAHAM PAGE

On this 19th day of March, 2024,
having received this original
executed document, I signed it.

A Commissioner for Oaths and for
the Province of Ontario

This is **Exhibit "A"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.

A handwritten signature in black ink, appearing to read 'Stephen O'Connell', written over a horizontal line.

A Commissioner for Oaths in and for the
Province of Ontario

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) FRIDAY, THE 30th
JUSTICE HAINEY) DAY OF APRIL, 2021

ONTARIO SECURITIES COMMISSION

Applicant

- and -

BRIDGING FINANCE INC., BRIDGING INCOME FUND LP, BRIDGING MID-MARKET DEBT FUND LP, SB FUND GP INC., BRIDGING FINANCE GP INC., BRIDGING INCOME RSP FUND, BRIDGING MID-MARKET DEBT RSP FUND, BRIDGING PRIVATE DEBT INSTITUTIONAL LP, BRIDGING REAL ESTATE LENDING FUND LP, BRIDGING SMA 1 LP, BRIDGING INFRASTRUCTURE FUND LP, BRIDGING MJ GP INC., BRIDGING INDIGENOUS IMPACT FUND, and BRIDGING FERN ALTERNATIVE CREDIT FUND

Respondents

Application under Section 129 of the *Securities Act*, R.S.O. 1990, c. S. 5, as amended

ORDER
(Appointment of Receiver)

THIS APPLICATION made without notice by the Ontario Securities Commission (the "**Applicant**" or the "**Commission**") for an Order pursuant to section 129 of the *Securities Act* (Ontario), R.S.O. 1990, c. S. 5, as amended (the "**Securities Act**"). appointing PricewaterhouseCoopers Inc. ("**PwC**") as receiver and manager (in such capacities, the "**Receiver**"). without security, of all of the assets, undertakings and properties of each of Bridging Finance Inc., Bridging Income Fund LP, Bridging Mid-Market Debt Fund LP, SB Fund GP Inc., Bridging Finance GP Inc., Bridging Income RSP Fund, Bridging Mid-Market Debt RSP Fund, Bridging Private Debt Institutional LP, Bridging Real Estate Lending Fund LP, Bridging

SMA 1 LP, Bridging Infrastructure Fund LP, Bridging MJ GP Inc., Bridging Indigenous Impact Fund, and Bridging Fern Alternative Credit Fund (collectively, the “**Respondents**”), was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the affidavit of Daniel Tourangeau sworn April 29, 2021 and the Exhibits thereto (the “**Tourangeau Affidavit**”), the first supplemental affidavit of Daniel Tourangeau sworn April 30, 2021 and the Exhibits thereto, and the affidavit of Sandy McMurrich sworn April 29, 2021 and the Exhibits thereto, and on hearing the submissions of counsel for Applicant and on reading the consent of PwC to act as the Receiver,

APPOINTMENT OF RECEIVER

1. **THIS COURT ORDERS** that, pursuant to section 129 of the Securities Act, PwC is hereby appointed Receiver, without security, of all of the present and future assets, undertakings and properties of each of the Respondents, including all of the assets held in trust or required to be held in trust by or for each of the Respondents or by their lawyers, agents, or any other Person (as defined below), and all proceeds thereof (collectively, the “**Property**”). Without limiting the foregoing, “**Property**” shall include any present or future assets or funds held by Odyssey Trust Company as trustee for the benefit of Bridging Income RSP Fund, Bridging Mid-Market Debt RSP Fund, Bridging Indigenous Impact Fund, and Bridging Fern Alternative Credit Fund, and all proceeds thereof. In accordance with section 129(3) of the Securities Act, the period of the Receiver’s appointment shall not exceed 15 days from the date of this Order unless otherwise ordered by the Court.

RECEIVER’S POWERS

2. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Respondents and the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (b) to receive, preserve, and protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of each of the Respondents, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the businesses, or cease to perform any contracts of each of the Respondents;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of each of the Respondents, or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to each of the Respondents and to exercise all remedies of each of the Respondents in collecting such monies, including, without limitation, to enforce any security held by each of the Respondents;
- (g) to settle, extend or compromise any indebtedness owing to each of the Respondents;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of each the Respondents, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to each

of the Respondents, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding:

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business as follows:

- (i) without the approval of this Court, any exchange-traded securities or fixed income non-exchange traded securities held by any of the Respondents;
- (ii) without the approval of this Court, any other Property of the Respondents in which consideration for the transaction does not exceed \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$2,000,000; and
- (iii) with the approval of this Court in respect of any transaction in respect of the Property in which the consideration for the transaction or the aggregate consideration for all such transactions exceeds \$250,000 and \$2,000,000, respectively;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required:

- (iv) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

- (l) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver considers advisable;
- (m) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (n) to apply for any permits, licences, approvals or permissions as may be required by any governmental or regulatory authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of any of the Respondents;
- (o) to enter into agreements with any trustee in bankruptcy appointed in respect of any of the Respondents including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by any of the Respondents;
- (p) to exercise any shareholder, partnership, joint venture or other rights which each of the Respondents may have;
- (q) to examine under oath any person the Receiver reasonably considers to have knowledge of the affairs of the Respondents, including, without limitation, any present or former director, officer, employee, or other person registered or previously registered with the Commission or subject to or formerly subject to the jurisdiction of the Commission or any other regulatory body respecting or having jurisdiction over the Property and the affairs of any of the Respondents;
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations; and
- (s) in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other

Persons (as defined below), including the Respondents, and without interference from any other Person.

3. **THIS COURT ORDERS** that the Receiver may engage Thornton Grout Finnigan LLP as its legal counsel, notwithstanding that Thornton Grout Finnigan LLP has had an advisory role with respect to the Commission in connection with this proceeding.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Respondents; (ii) all of their current and former directors, officers, employees, partners, unit holders, persons registered or previously registered or subject or formerly subject to the jurisdiction of the Commission or any other regulatory body, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall forthwith deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not required, to take possession and control of any monies, funds, deposit instruments, securities, or other Property held by or in the name of any of the Respondents, or by any third party for the benefit of any of the Respondents.

6. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Respondents, or the Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities

relating thereto, provided, however, that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure. provided that, for greater certainty, law firm trust ledgers requested by the Receiver pursuant to this Order are not subject to solicitor-client privilege and shall be produced to the Receiver.

7. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

8. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords of the Respondents with notice of the Receiver's intention to remove any fixtures from any leased premises of the Respondents at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO ISSUANCE OR REDEMPTION OF UNITS

9. **THIS COURT ORDERS** that none of the Respondents shall: (i) issue any new units in any of the Respondents or any of the partnerships or investment funds controlled by any of the Respondents; or (ii) redeem any of the existing units in any of the Respondents or any of the partnerships or investment funds controlled by any of the Respondents.

NO PROCEEDINGS AGAINST THE RECEIVER

10. **THIS COURT ORDERS** that no proceeding or enforcement process in any court, tribunal, regulatory or administrative body (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE RESPONDENTS OR THE PROPERTY

11. **THIS COURT ORDERS** that no Proceeding against or in respect of the Respondents or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Respondents or the Property are hereby stayed and suspended pending further Order of this Court, provided that nothing herein shall prevent the commencement or continuation of any investigation or proceedings in respect of the Respondents, or any of them, by or before any regulatory authority, including, without limitation, the Commission and its enforcement staff.

NO EXERCISE OF RIGHTS OR REMEDIES

12. **THIS COURT ORDERS** that all rights and remedies against the Respondents, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended (the "**BIA**"), and further provided that nothing in this paragraph shall: (i) empower the Receiver or the Respondents to carry on any business which the Respondents are not lawfully entitled to carry on; (ii) exempt the Receiver or the Respondents from compliance with statutory or regulatory provisions relating to health, safety or

the environment; (iii) prevent the filing of any registration to preserve or perfect a security interest; or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

13. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Respondents without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

14. **THIS COURT ORDERS** that all Persons having oral or written agreements with any of the Respondents or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to any of the Respondents are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of any of the Respondents' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Respondents or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

15. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements

provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

16. **THIS COURT ORDERS** that all employees of the Respondents shall remain the employees of the Respondents until such time as the Receiver, on the Respondents' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act* (Canada).

PIPEDA

17. **THIS COURT ORDERS** that, pursuant to section 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Respondents, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

18. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated,

might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

19. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act* (Canada). Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

20. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. **THIS COURT ORDERS** that each of the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

22. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

23. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$2,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

24. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

25. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "A"** hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

26. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

INTERCOMPANY LENDING

27. **THIS COURT ORDERS** that the Receiver may cause any of the Respondents to make any payment to or on behalf of, or incur any obligation on behalf of, or discharge any obligation of, any of the other Respondents, or otherwise transfer value to, or for the benefit of, any of the other Respondents for the purpose of funding the Respondents' ongoing activities and the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures.

28. **THIS COURT ORDERS** that, to the extent any of the Respondents (in each case, an "Intercompany Lender") after the date of this Order makes any payment to or on behalf of, or incurs any obligation on behalf of, or discharges any obligation of, any other of the Respondents or otherwise transfers value to, or for the benefit of, any other of the Respondents (in each case, the "Borrowing Respondent"), such Intercompany Lender is hereby granted a charge (each, an "Intercompany Charge") on all of the Property of the Borrowing Respondent in the amount of such payment, obligation, or transfer of value. The Receiver shall take into account the amount of each Intercompany Charge granted by and to each Respondent to determine the net amount secured by each Intercompany Charge.

29. **THIS COURT ORDERS** that each Intercompany Charge shall rank subordinate to the Receiver's Charge and the Receiver's Borrowings Charge, but in priority to all other security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person in respect of the Property of the applicable Borrowing Respondent. For greater certainty, each Intercompany Charge shall rank *pari passu* with any other Intercompany Charge, as applicable.

PRIORITY OF CHARGES CREATED BY THIS ORDER

30. **THIS COURT ORDERS** that the priorities of the Receiver's Charge, the Receiver's Borrowings Charge, and the Intercompany Charges, as among them, shall be as follows:

- (a) First – Receiver’s Charge:
- (b) Second – Receiver’s Borrowings Charge; and
- (c) Third – Intercompany Charge.

SEALING

31. **THIS COURT ORDERS** that the Commission is authorized to redact any Personal Information (as defined below) contained in the Exhibits to the Tourangeau Affidavit (as so redacted, the “**Redacted Exhibits**”) and file with the Court the Tourangeau Affidavit with the Redacted Exhibits. “Personal Information” means information about an identifiable individual, including, but not limited to, the following: (i) social insurance number; (ii) driver’s license number; (iii) passport number; (iv) license plate number; (v) health plan number; (vi) date of birth; (vii) address (not including city or province); (viii) telephone number; and (ix) bank or trading account number (including a joint account). For greater certainty, “Personal Information” does not include an individual’s name or the title, contact information, or designation of an individual in a business, professional, or official capacity.

32. **THIS COURT ORDERS** that the Commission shall file with the Court the Tourangeau Affidavit without Exhibits pending filing of the Redacted Exhibits with the Court. The Commission shall file the Redacted Exhibits with the Court as soon as reasonably practicable.

33. **THIS COURT ORDERS** that the Commission is authorized to deliver the Tourangeau Affidavit containing the unredacted Exhibits to each of the following parties and its respective lawyers: the Respondents, the directors of the Respondent Bridging Finance Inc., the shareholders of the Respondent Bridging Finance Inc. and David Sharpe (each such party, a “**Recipient**”). Each Recipient shall keep the unredacted Exhibits to the Tourangeau Affidavit confidential and shall not disclose the unredacted Exhibits to the Tourangeau Affidavit to any other party without further order of the Court.

34. **THIS COURT ORDERS** that the unredacted Exhibits to the Tourangeau Affidavit shall be sealed, kept confidential, and shall not form part of the public record pending further Order of the Court.

SERVICE AND NOTICE

35. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (Ontario) (the "Rules"), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <http://www.pwc.com/ca/BFI>.

36. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding a notice with a link to the Case Website by email, ordinary mail, courier, personal delivery or facsimile transmission to the Respondents' creditors or other interested parties at their respective addresses as last shown on the records of the Respondents and that any such service or distribution by email, courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

37. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

38. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Respondents, or any of them.

39. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or outside of Canada to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this

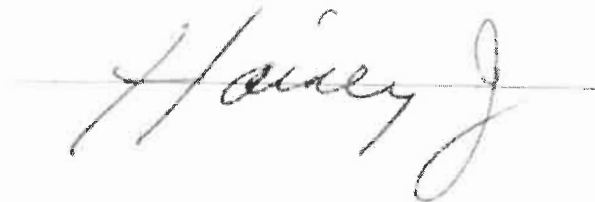
Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

40. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

41. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

42. **THIS COURT ORDERS** that the Receiver, its counsel and counsel for the Applicant may serve or distribute this Order, or any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the applicable Respondent's creditors or other interested parties and their advisors (if any). For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

43. **THIS COURT ORDERS** that this Order is effective from the date that it is made and is enforceable without any need for entry and filing.

A handwritten signature in cursive script, appearing to read "Hailey J.", is written over a horizontal line.

SCHEDULE "A"
RECEIVER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that PricewaterhouseCoopers Inc., the receiver and manager (in such capacities, the "**Receiver**") of the assets, undertakings and properties of each of Bridging Finance Inc., Bridging Income Fund LP, Bridging Mid-Market Debt Fund LP, SB Fund GP Inc., Bridging Finance GP Inc., Bridging Income RSP Fund, Bridging Mid-Market Debt RSP Fund, Bridging Private Debt Institutional LP, Bridging Real Estate Lending Fund LP, Bridging SMA 1 LP, Bridging Infrastructure Fund LP, Bridging MJ GP Inc., Bridging Indigenous Impact Fund, and Bridging Fern Alternative Credit Fund (collectively, the "**Respondents**") acquired for, or used in relation to a business carried on by the Respondents, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the [DAY] day of April, 2021 (the "**Appointment Order**") made in an action having Court file number ___-CL-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Appointment Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Appointment Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Appointment Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Appointment Order (including the Receiver's Charge, as defined therein) and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

PricewaterhouseCoopers Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

Application under Section 129 of the *Securities Act*, R.S.O. 1990, c. S. 5, as amended

ONTARIO SECURITIES COMMISSION

- and -

BRIDGING FINANCE INC. *et al*

Applicant

Respondents

Court File No. CV-21-00661458-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceedings commenced at Toronto, Ontario

**ORDER
(Appointment of Receiver)**

Ontario Securities Commission
20 Queen Street West
20th Floor
Toronto, ON
M5H 3S8

Carlo Rossi (LSO# 59054T)
Email: CROSSI@osc.gov.on.ca
Tel: 416.204.8987

Counsel for the Ontario Securities Commission

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)
JUSTICE HAINEY)
MONDAY, THE 3rd
DAY OF MAY, 2021

ONTARIO SECURITIES COMMISSION

Applicant

- and -

BRIDGING FINANCE INC., BRIDGING INCOME FUND LP, BRIDGING MID-MARKET DEBT FUND LP, SB FUND GP INC., BRIDGING FINANCE GP INC., BRIDGING INCOME RSP FUND, BRIDGING MID-MARKET DEBT RSP FUND, BRIDGING PRIVATE DEBT INSTITUTIONAL LP, BRIDGING REAL ESTATE LENDING FUND LP, BRIDGING SMA 1 LP, BRIDGING INFRASTRUCTURE FUND LP, BRIDGING MJ GP INC., BRIDGING INDIGENOUS IMPACT FUND, and BRIDGING FERN ALTERNATIVE CREDIT FUND

Respondents

IN THE MATTER OF AN APPLICATION UNDER SECTION 129 OF THE
SECURITIES ACT (ONTARIO), R.S.O. 1990. c. S. 5, AS AMENDED

**ADDITIONAL APPOINTMENT ORDER
(Appointment of Receiver)**

THIS MOTION made without notice by PricewaterhouseCoopers Inc. ("**PwC**"), in its capacity as receiver and manager of the Respondents, for an Order pursuant to section 101 of the *Courts of Justice Act* (Ontario), R.S.O. 1990. c. C. 43, among other things, appointing PwC as receiver and manager (in such capacities, the "**Receiver**"), without security, of all of the assets, undertakings and properties of each of Bridging SMA 2 LP, Bridging SMA 2 GP Inc. and

Bridging Private Debt Institutional RSP Fund (collectively, the “**Additional Bridging Entities**”), was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the First Report of the Receiver dated May 3, 2021 (the “**First Report**”), and the appendices thereto, and on hearing the submissions of counsel for Receiver,

APPOINTMENT OF RECEIVER

1. **THIS COURT ORDERS** that, pursuant to section 101 of the *Courts of Justice Act* (Ontario), R.S.O. 1990, c. C. 43, PwC is hereby appointed Receiver, without security, of all of the present and future assets, undertakings, and properties of each of the Additional Bridging Entities, including all of the assets held in trust or required to be held in trust by or for each of the Additional Bridging Entities or by their lawyers, agents, or any other person or entity, and all proceeds thereof (collectively, the “**Property**”) all in accordance with the provisions of the Order (the “**Appointment Order**”) of the Honourable Justice Hainey of the Ontario Superior Court of Justice (Commercial List) dated April 30, 2021 in Court File No. CV-21-00661458-00CL (the “**Receivership Proceeding**”). Without limiting the foregoing, “**Property**” shall include any present or future assets or funds held by Odyssey Trust Company as trustee for the benefit of Bridging Private Debt Institutional RSP Fund and all proceeds thereof.

2. **THIS COURT ORDERS** that, in accordance with the Appointment Order, the period of the Receiver’s appointment in respect of the Property of the Additional Bridging Entities shall not exceed 15 days from the date of the Appointment Order unless otherwise ordered by the Court.

3. **THIS COURT ORDERS** that the definition of “**Respondents**” in the Appointment Order is hereby amended to include the Additional Bridging Entities.

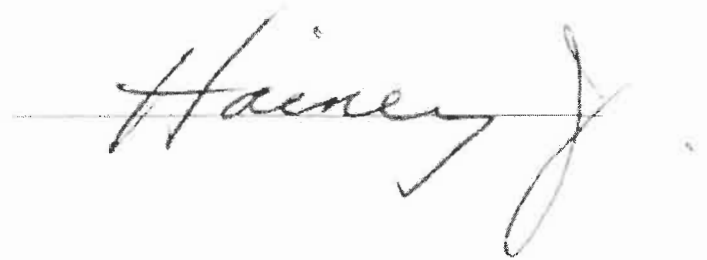
4. **THIS COURT ORDERS** that the style of cause and the title of the Receivership Proceeding is hereby amended to include the Additional Bridging Entities, substantially in the form attached hereto as Schedule “**A**”.

GENERAL

5. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
6. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Additional Bridging Entities, or any of them.
7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or outside of Canada to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
8. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
9. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
10. **THIS COURT ORDERS** that the Receiver, its counsel and counsel for the Applicant may serve or distribute this Order, or any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the applicable Respondent's creditors or other interested parties and their advisors (if any). For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the

meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

11. **THIS COURT ORDERS** that this Order is effective from the date that it is made and is enforceable without any need for entry and filing.

A handwritten signature in cursive script, appearing to read "Hainey", is written over a horizontal line. The signature is fluid and extends to the right of the line.

SCHEDULE "A"
AMENDED STYLE OF CAUSE AND TITLE OF PROCEEDING

Court File No. CV-21-00661458-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

BRIDGING FINANCE INC., BRIDGING INCOME FUND LP, BRIDGING MID-MARKET DEBT FUND LP, SB FUND GP INC., BRIDGING FINANCE GP INC., BRIDGING INCOME RSP FUND, BRIDGING MID-MARKET DEBT RSP FUND, BRIDGING PRIVATE DEBT INSTITUTIONAL LP, BRIDGING REAL ESTATE LENDING FUND LP, BRIDGING SMA 1 LP, BRIDGING INFRASTRUCTURE FUND LP, BRIDGING MJ GP INC., BRIDGING INDIGENOUS IMPACT FUND, BRIDGING FERN ALTERNATIVE CREDIT FUND, BRIDGING SMA 2 LP, BRIDGING SMA 2 GP INC., and BRIDGING PRIVATE DEBT INSTITUTIONAL RSP FUND

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SECTION 129 OF THE
SECURITIES ACT (ONTARIO), R.S.O. 1990, c. S. 5, AS AMENDED**

IN THE MATTER OF AN APPLICATION UNDER SECTION 129 OF THE SECURITIES ACT (ONTARIO), R.S.O. 1990, c. S. 5, AS AMENDED

ONTARIO SECURITIES COMMISSION

- and -

BRIDGING FINANCE INC. et al

Applicant

Respondents

Court File No. CV-21-00661458-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceedings commenced at Toronto, Ontario

ADDITIONAL APPOINTMENT ORDER

Thornton Grout Finnigan LLP
3200 – 100 Wellington Street West
Toronto, ON M5K 1K7

John L. Finnigan (LSO# 24040L)
Email: jfinnigan@tgf.ca

Grant B. Moffat (LSO# 32380L)
Email: gmoffat@tgf.ca

Adam Driedger (LSO# 77296F)
Email: adriedger@tgf.ca

Tel: 416-304-1616
Fax: 416-304-1313

Lawyers for the Receiver

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) FRIDAY, THE 14th
JUSTICE HAINEY) DAY OF MAY, 2021

ONTARIO SECURITIES COMMISSION

Applicant

- and -

BRIDGING FINANCE INC., BRIDGING INCOME FUND LP, BRIDGING MID-MARKET DEBT FUND LP, SB FUND GP INC., BRIDGING FINANCE GP INC., BRIDGING INCOME RSP FUND, BRIDGING MID-MARKET DEBT RSP FUND, BRIDGING PRIVATE DEBT INSTITUTIONAL LP, BRIDGING REAL ESTATE LENDING FUND LP, BRIDGING SMA 1 LP, BRIDGING INFRASTRUCTURE FUND LP, BRIDGING MJ GP INC., BRIDGING INDIGENOUS IMPACT FUND, BRIDGING FERN ALTERNATIVE CREDIT FUND, BRIDGING SMA 2 LP, BRIDGING SMA 2 GP INC., and BRIDGING PRIVATE DEBT INSTITUTIONAL RSP FUND

Respondents

IN THE MATTER OF AN APPLICATION UNDER SECTION 129 OF THE
SECURITIES ACT (ONTARIO), R.S.O. 1990, c. S. 5, AS AMENDED

CONTINUATION ORDER

THIS MOTION made by the Ontario Securities Commission (the "**Applicant**" or the "**Commission**") for an Order pursuant to section 129(4) of the *Securities Act* (Ontario), R.S.O. 1990, c. S. 5, as amended, continuing and extending the period of appointment of PricewaterhouseCoopers Inc. ("**PwC**") as receiver and manager (in such capacities, the "**Receiver**"), without security, of all of the assets, undertakings, and properties (collectively, the

“Property”) of each of Bridging Finance Inc., Bridging Income Fund LP, Bridging Mid-Market Debt Fund LP, SB Fund GP Inc., Bridging Finance GP Inc., Bridging Income RSP Fund, Bridging Mid-Market Debt RSP Fund, Bridging Private Debt Institutional LP, Bridging Real Estate Lending Fund LP, Bridging SMA 1 LP, Bridging Infrastructure Fund LP, Bridging MJ GP Inc., Bridging Indigenous Impact Fund, Bridging Fern Alternative Credit Fund, Bridging SMA 2 LP, Bridging SMA 2 GP Inc., and Bridging Private Debt Institutional RSP Fund (collectively, the “Respondents”), until further Order of the Court all in accordance with the provisions of the Order (the “Appointment Order”) of the Honourable Justice Hailey dated April 30, 2021, as amended by the Order (the “Additional Appointment Order”) of the Honourable Justice Hailey dated May 3, 2021, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the affidavit of Daniel Tourangeau sworn April 29, 2021 and the Exhibits thereto, the first supplemental affidavit of Daniel Tourangeau sworn April 30, 2021 and the Exhibits thereto, the affidavit of Sandy McMurrich sworn April 29, 2021 and the Exhibits thereto, the First Report of the Receiver dated May 3, 2021, and the Second Report of the Receiver dated May 12, 2021 (the “Second Report”) and on hearing the submissions of counsel for Applicant, counsel for the Receiver, and those other parties listed on the counsel slip, no one else appearing although duly served as appears from the Affidavit of Service of Nicole Armanious sworn May 13, 2021, and on reading the consent of PwC to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Applicant’s notice of motion and motion record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

CONTINUATION OF APPOINTMENT

2. **THIS COURT ORDERS** that, pursuant to section 129(4) of the *Securities Act* (Ontario), R.S.O. 1990, c. S. 5, as amended, the Receiver’s appointment in respect of the Property of the Respondents shall continue until further Order of the Court in accordance with the provisions of the Appointment Order, as amended by the Additional Appointment Order.

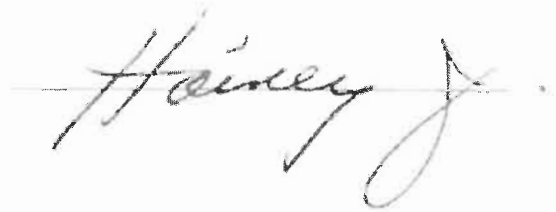
APPROVAL OF ACTIVITIES OF THE RECEIVER

3. **THIS COURT ORDERS** that the Second Report, and the activities, decisions, and conduct of the Receiver as set out therein, are hereby authorized and approved: provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

GENERAL

4. **THIS COURT ORDERS** that the Receiver, its counsel and counsel for the Applicant may serve or distribute this Order, or any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the applicable Respondent's creditors or other interested parties and their advisors (if any). For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

5. **THIS COURT ORDERS** that this Order is effective from the date that it is made and is enforceable without any need for entry and filing.

A handwritten signature in cursive script, appearing to read "Hainey J.", is written over a horizontal line.

Application under Section 129 of the *Securities Act*, R.S.O. 1990, c. S. 5, as amended

ONTARIO SECURITIES COMMISSION

- and -

BRIDGING FINANCE INC. *et al*

Applicant

Respondents

Court File No. CV-21-00661458-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceedings commenced at Toronto, Ontario

CONTINUATION ORDER

Ontario Securities Commission
20 Queen Street West – 20th Floor
Toronto, ON M5H 3S8

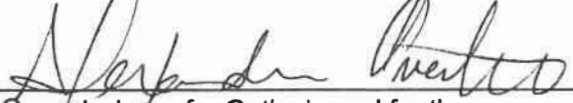
Carlo Rossi (LSO# 59054T)
Email: crossi@osc.gov.on.ca
Tel: 416.204.8987

Adam Gotfried (LSO# 67044K)
Email: agotfried@osc.gov.on.ca
Tel: 416.263.7680

Counsel for the Ontario Securities Commission

This is **Exhibit "B"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.


A Commissioner for Oaths in and for the
Province of Ontario



File Summary

Registry No : 10037584
Entity Name : 356 Assiniboine Avenue Ltd.

As of : 20-Feb-2024

Entity Name : 356 Assiniboine Avenue Ltd.
 Registry No : 10037584
 Business No : 798425674MC0001
 Current Status : Active

Entity Type : BUSINESS CORPORATION
 Entity Sub Type : MB SHARE CORPORATION

Incorp/Amalg Date : 15-Apr-2019
 Home Jurisdiction : MANITOBA
 Annual Return/Renewal Date : 31-May-2024
 Year of Last A/R - Renewal : 2023
 Nature of Business : REAL ESTATE HOLDING COMPANY
 NAICS Code : 53

Registered Office Address :

Effective date, if changing address : 01-May-2023
 Address : 724 - 240 GRAHAM AVENUE
 City/Province : WINNIPEG, MB
 Country/Postal Code : CANADA, R3C 0J7

Mailing Address :

Name : MYERS LLP
 Address : 724 - 240 GRAHAM AVENUE
 City/Province : WINNIPEG, MB
 Country/Postal Code : CANADA, R3C 0J7

Director Information :

Date Became : 01-May-2023
 Name : SMOKE, DONALD
 Address : PO BOX 1246
 City/Province : PORTAGE LA PRAIRIE, MB
 Country/Postal Code : CANADA, R1N 3J9

Officer Information :

Name : SMOKE, DONALD
 Address : PO BOX 1246
 City/Province : PORTAGE LA PRAIRIE, MB
 Country/Postal Code : CANADA, R1N 3J9
 Position Held as Officer : PRESIDENT

Shareholders Information (holders of 10% or more of Issued Voting Shares) :

Firm Name : DAKOTA PLAINS WAHPETON OYATE REAL ESTATE GP CO. LTD.
 Class Name : C COMMON VOTING
 Shares Held : 100.00

Share Structure :

Class	Authorized Number
A COMMON VOTING	UNLIMITED
A PREFERRED VOTING	UNLIMITED

B COMMON VOTING	UNLIMITED
B PREFERRED VOTING	UNLIMITED
C COMMON VOTING	UNLIMITED
C PREFERRED VOTING	UNLIMITED
D COMMON VOTING	UNLIMITED
D PREFERRED VOTING	UNLIMITED
E COMMON NON-VOTING	UNLIMITED
E PREFERRED NON-VOTING	UNLIMITED
F COMMON NON-VOTING	UNLIMITED
F PREFERRED NON-VOTING	UNLIMITED
G COMMON NON-VOTING	UNLIMITED
G PREFERRED NON-VOTING	UNLIMITED
H COMMON NON-VOTING	UNLIMITED
H PREFERRED NON-VOTING	UNLIMITED

Shares are distributed to the public : No

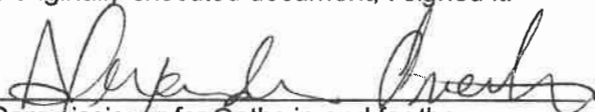
Event History :

<u>Event</u>	<u>Date :</u>	<u>Filing Year :</u>
INCORPORATION (Filed on the Web)	15-Apr-2019	
HUB: ASSIGN BN	15-Apr-2019	
CHANGE OF MAILING ADDRESS (Filed on the Web)	17-Jun-2019	
CHANGE OF REGISTERED OFFICE (Filed on the Web)	17-Jun-2019	
CHANGE OF DIRECTORS/OFFICERS (Filed on the Web)	17-Jun-2019	
CHANGE OF SHAREHOLDERS (Filed on the Web)	17-Jun-2019	
COMPLIANCE STATUS - DEFAULT	22-Jun-2020	
ANNUAL RETURN (Filed on the Web)	17-Sep-2020	2020
COMPLIANCE STATUS - DEFAULT	22-Jun-2021	
ANNUAL RETURN (Filed on the Web)	28-Jun-2021	2021
COMPLIANCE STATUS - DEFAULT	20-Jun-2022	
ANNUAL RETURN (Filed on the Web)	21-Jun-2022	2022
CHANGE OF DIRECTORS/OFFICERS (Filed on the Web)	16-Jun-2023	
CHANGE OF MAILING ADDRESS (Filed on the Web)	16-Jun-2023	
CHANGE OF REGISTERED OFFICE (Filed on the Web)	16-Jun-2023	
CHANGE OF MAILING ADDRESS (Filed on the Web)	16-Jun-2023	
COMPLIANCE STATUS - DEFAULT	19-Jun-2023	
ANNUAL RETURN (Filed on the Web)	20-Aug-2023	2023

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

This is **Exhibit "C"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.



A Commissioner for Oaths in and for the Province of Ontario

This Declaration of Bare Trust and Agency Agreement is effective 25 May 2019 (the "Effective Date").

DAKOTA PLAINS FIRST NATION GP CO. LTD.
on behalf of
DAKOTA PLAINS FIRST NATION REAL ESTATE LIMITED PARTNERSHIP,

(hereinafter called the "Owner")

OF THE FIRST PART,

— and —

356 ASSINIBOINE AVENUE LTD.

(hereinafter called the "Nominee" and,
together with the Owner, the "Parties")

OF THE SECOND PART.

DECLARATION OF BARE TRUST AND AGENCY AGREEMENT

In consideration of these premises and the amount of One (\$1.00) Dollar now paid by the Owner to the Nominee, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- Interpretation.** Preamble. The preamble hereto shall be deemed to be a part hereof to the same extent and as effectually as if again set forth herein.

Effect. This Declaration is being prepared and registered in accordance with the intentions of the Parties and reflects such intentions at and on the Effective Date.
- Appointment.** The Owner hereby confirms the appointment of the Nominee as its nominee, agent and bare trustee to hold legal title to 356 Assiniboine Avenue, Winnipeg, Manitoba, which is described on certificate of title numbered _____/1 as:

(the "Subject Property")

for and on behalf of the Owner in accordance with this agreement, with full power to manage and deal with the Subject Property and execute any instrument, document or encumbrance in respect of the Subject Property

for and on behalf of the Owner, all at the direction of the Owner and strictly in accordance with this agreement, and the Nominee hereby accepts such appointment.

3. **Nominee's Agreements.**

The Nominee hereby acknowledges and agrees that:

- (a) the Nominee is acquiring and will hold the legal title to the Subject Property as nominee, agent and bare trustee for and on behalf of the Owner and the Nominee will have no equitable or beneficial interest therein, and the equitable and beneficial interest in the Subject Property will be vested solely and exclusively in the Owner;
- (b) the Nominee will hold legal title to the Subject Property as nominee, agent and bare trustee for the Owner subject to and in accordance with this agreement and subject to the terms and conditions of any transfer, deed, lease, sublease, mortgage, debenture, security agreement, easement right of way, license, restrictive covenant or other instrument, document or encumbrance pertaining to the Subject Property;
- (c) any benefit, interest, profit or advantage arising out of or accruing from the Subject Property is a benefit, interest, profit or advantage of the Owner and if received by the Nominee will be received and held by the Nominee for the sole use, benefit and advantage of the Owner and the Nominee will account to the Owner for any money or other consideration paid to or to the order of the Nominee in connection with the Subject Property as directed by the Owner, and the Nominee will, at any time during the term of this agreement and within the six (6) month period following the termination of this agreement upon the request of the Owner, deliver to the Owner a reasonably detailed accounting of all amounts received and disbursed by the Nominee in respect of the Subject Property, certified by an officer of the Nominee to be true, complete and correct;
- (d) the Nominee will, upon the direction of the Owner, deal with the Subject Property and do all acts and things in respect of the Subject Property at the expense of and as directed by the Owner from time to time and will assign, transfer, convey, lease, mortgage, pledge, charge, or otherwise deal with the Subject Property or any portion thereof at any time and from time to time in such manner as the Owner may determine, to the extent permitted under all relevant laws, without limiting the generality of the foregoing, the Nominee will transfer legal title to the Subject Property to or as directed by the Owner forthwith upon the demand of the Owner;
- (e) the Nominee will, upon and strictly in accordance with the direction of the Owner, act as the agent of the Owner in respect of any matter relating to the Subject Property or the performance or observance of any contract or agreement relating to the Subject Property, including, without limitation, making any payment under any mortgage, debenture, security agreement or other instrument, document or encumbrance pertaining to the Subject Property;

- (f) acting under this agreement at the direction of the Owner, the Nominee will have the full right and power to execute and deliver, under seal and otherwise, any transfer, deed, statement of adjustments, plan, lease, sublease, mortgage, debenture, security agreement, easement, right of way, license, restrictive covenant or other instrument, document or encumbrance pertaining to the Subject Property without delivering proof to any person (including, without limitation, any other party to any such instrument or document or the Registrar of any Land Title Office) of its authority to do so and any person may act in reliance on any such instrument, document or encumbrance and for all purposes any such instrument, document or encumbrance will be binding on the Owner;
- (g) acting under this agreement at the direction of the Owner, the Nominee will have the full right and power to borrow money from time to time and/or covenant to repay money borrowed by the Owner either alone or with others from time to time and to secure the repayment of any and all indebtedness and liabilities with respect to any amounts so borrowed by the grant of any charge or encumbrance (both fixed and floating) on, or security interest in, the Subject Property or any part thereof, by way of debenture, mortgage, assignment of rents, assignment of sale proceeds, security agreement or other instrument or document without delivering proof to any person (including, without limitation, any other party to any such instrument or document or the Registrar of any Land Title Office) of its authority to do so and any person may act in reliance of any such instrument or document and for all purposes any such instrument or document will be binding on the Owner;
- (h) the Nominee will not deal with the Subject Property in any way or execute any instrument, document or encumbrance in respect of the Subject Property without the prior consent or direction of the Owner; and
- (i) the Nominee will notify the Owner forthwith upon receipt by the Nominee of notice of any matter or thing in respect of the Subject Property or any portion thereof, including without limitation, in respect of any tax, lien, charge or encumbrance in respect of the Subject Property.

4. **Reimbursement of Expenses.**

Any payment or disbursements made by the Nominee in respect of the Subject Property in accordance with this agreement will be made as the agent of and for the account of the Owner, as principal, and the Owner will reimburse the Nominee for any amount reasonably and properly expended by the Nominee in connection with the Subject Property with the consent or direction of the Owner. All liabilities incurred or outstanding in respect of the Subject Property, including any liability under any mortgage, debenture or security agreement in respect thereof, are the liabilities of the Owner as principal and the Nominee, in incurring or granting the same, is acting only as agent for the Owner. The Nominee will not be entitled to any remuneration or any revenue or profit in

respect of the Subject Property for acting as nominee, agent and bare trustee under this agreement.

5. **Time Limitation.** The powers herein conferred on the Nominee will not extend beyond the expiration of eighty (80) years from the date of execution and delivery of this agreement, unless renewed.
6. **Indemnity by Owner.** The Owner hereby agrees to indemnify and save harmless the Nominee against any and all liability, loss, cost, action, claim or expense resulting from the Nominee's holding of title to or dealing with the Subject Property as contemplated by this agreement or as directed by the Owner from time to time.
7. **Time.** Time will be of essence of this agreement.
8. **Further Assurances.** The Nominee will perform all such other acts and things and execute all such other documents as are necessary or desirable in the reasonable opinion of the Owner to evidence or carry out the terms or intent of this agreement.
9. **Gender and Number.** Words importing the masculine gender include the feminine and neuter genders and words in the singular include the plural, and vice versa.
10. **Governing Law.** This agreement and all matter arising hereunder will be governed by and construed in accordance with the laws of Manitoba, which will be deemed to be the proper law hereof, and the courts of Manitoba will have the non-exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this agreement and the validity, existence and enforceability hereof.
11. **No Waiver.** No failure or delay on the part of either party in exercising any right, power or privilege under this agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as may be limited herein, either party may, in its sole discretion, exercise any and all rights, powers, remedies and recourses available to it under this agreement or any other remedy available to it and such rights, powers, remedies and recourses may be exercised concurrently or individually without the necessity of making any election.
12. **Amendments.** This agreement may be altered or amended only by an agreement in writing signed by the parties hereto.
13. **Enurement.** This agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
14. **Contract under seal.** This agreement is intended to take effect as a contract under seal.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement on the day and year first written above.

DAKOTA PLAINS FIRST NATION REAL ESTATE GP CO. LTD.



PER: _____

Name: Craig J. Blacksmith

Title: President

I have authority to bind the corporation.

356 ASSINIBOINE AVENUE LTD.



PER: _____

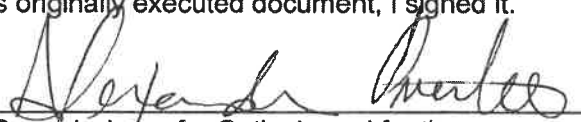
Name: Craig J. Blacksmith

Title: President

I have authority to bind the corporation.

This is **Exhibit "D"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.

A handwritten signature in cursive script, appearing to read "Alexander M. Walker", written over a horizontal line.

A Commissioner for Oaths in and for the
Province of Ontario

STATUS OF TITLE

Title Number **3008070/1**
Title Status **Accepted**
Client File



1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

356 ASSINIBOINE AVENUE LTD.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

LOT 241 BLOCK 2 PLAN 129 WLTO (W DIV)
IN RL 1 PARISH OF ST. JOHN

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

2. ACTIVE INSTRUMENTS

Instrument Type: **Caveat**
Registration Number: **1428109/1**
Instrument Status: **Accepted**

Registration Date: 1991-06-17
From/By: THE CITY OF WINNIPEG
To:

Amount:
Notes: No notes
Description: PUBLIC PATHWAY EASEMENT

Instrument Type: **Mortgage**
Registration Number: **5071157/1**
Instrument Status: **Accepted**

Registration Date: 2019-05-31
From/By: 356 ASSINIBOINE AVENUE LTD.
To: BRIDGING FINANCE INC.

Amount: \$5,555,000.00
Notes: No notes
Description: No description

Instrument Type: **Personal Property Security Notice**
Registration Number: **5080550/1**
Instrument Status: **Accepted**

Registration Date: 2019-07-02
From/By: Bridging Finance Inc.
To: SAM GOSZER AS AGENT

Amount:
Notes: No notes
Description: EXP: 2029/06/01 "FIXTURES & PAYMENTS UNDER A LEASE"

Instrument Type: **Caveat**
Registration Number: **5080551/1**
Instrument Status: **Accepted**

Registration Date: 2019-07-02
From/By: BRIDGING FINANCE INC.
To: Sam Goszer as agent

Amount:
Notes: No notes
Description: Assignment of Rents and Leases

Instrument Type: **Caveat**
Registration Number: **5080552/1**
Instrument Status: **Accepted**

Registration Date: 2019-07-02
From/By: DAKOTA PLAINS FIRST NATION GP CO. LTD.
To: Sam Goszer as agent

Amount:
Notes: No notes
Description: Beneficial Interest under a Trust

3. ADDRESSES FOR SERVICE

356 ASSINIBOINE AVENUE LTD.
356 Assiniboine Avenue
WINNIPEG MB
R3C 0Y1

4. TITLE NOTES

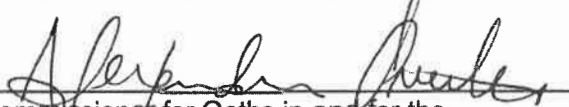
No title notes

5. LAND TITLES DISTRICT
Winnipeg
6. DUPLICATE TITLE INFORMATION
Duplicate not produced
7. FROM TITLE NUMBERS
1064396/1 All
8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS
No real property application or grant information
9. ORIGINATING INSTRUMENTS
Instrument Type: Transfer Of Land
Registration Number: 5071156/1
Registration Date: 2019-05-31
From/By: THE MANITOBA HOUSING AND RENEWAL CORPORATION
To: 356 ASSINIBOINE AVENUE LTD.
Consideration: \$1,450,000.00
10. LAND INDEX
Lot 241 Block 2 Plan 129 RL 1 JO W DIV

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM OF TITLE NUMBER 3008070/1

This is **Exhibit "E"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.


A Commissioner for Oaths in and for the
Province of Ontario

This **DEVELOPMENT AGREEMENT** made the ____ day of _____, 2019.

BETWEEN:

DAKOTA PLAINS FIRST NATION

(hereinafter referred to as the "Owner")

OF THE FIRST PART,

- and -

FUSION CAPITAL CORPORATION

(hereinafter referred to as the "Developer")

OF THE SECOND PART.

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** made the ____ day of _____, 2019.

BETWEEN:

DAKOTA PLAINS FIRST NATION

(hereinafter referred to as the "Owner")

OF THE FIRST PART,

- and -

FUSION CAPITAL CORPORATION

(hereinafter referred to as the "Developer")

OF THE SECOND PART.

WHEREAS:

- A. The Owner is the owner of the lands and premises located in the City of Winnipeg, in Manitoba, legally described in Schedule "A" attached hereto (herein called "Project");
- B. The Owner desires to engage the Developer to oversee the acquisition, renovation, construction, financing, marketing and leasing for the Project (the "Development") on and subject to the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and agreement hereinafter set forth the parties hereto covenant and agree as follows:

1. The Owner hereby engages the Developer to act as agent, supervise and manage the Development and the Developer hereby agrees to such engagement for a term (the "Term") commencing on the date of this Agreement and ending upon completion in full of the Development.
2. During the Term the Developer shall use all commercially reasonable efforts to supervise and manage the Development in a proper and businesslike manner and to the best advantage of the Owner or owners from time to time of the Project. Without derogating from the generality hereof, it shall be the duty of the Developer during the term hereof to perform and carry out all of those services as set out in Schedule "A" attached hereto.
3. The Owner shall pay to the Developer on draw basis during the Term for the supervision and management of the Development and the services described in Schedule "A" attached hereto as follows (the "Development Fee"):

- (i) 7% of the total project costs (plus GST) which will be earned and paid on from each construction draw. The first construction draw will include approximately 50% of the total Development Fee.
- (ii) 1% marketing co-ordination fee (plus GST), payable when a marketing program has been established during the Development (if required).
- (iii) 5% (plus GST) of the Purchase Price as an acquisition fee payable upon closing of the property;
- (iv) Greater of 2% (plus GST) of the value of the asset or 3.5% (plus GST) of Effective Gross Income on an annual basis as an Asset Management Fee to assist DAKOTA with the on-going operations;
- (v) 2.25% (plus GST) consulting fee should the asset be sold; and
- (vi) may also include onsite project supervision and project co-ordination for the development of the Project.

4. In addition to the Development Fee, the Developer shall be entitled to be reimbursed for the amount of all out-of-pocket expenses and disbursements made by the Developer during the Term in the performance of its duties herein for the Development. More specifically the Project will pay the Developer for marketing, Developer insurance, accounting and mortgage draws.

5. The Developer shall render to the Owner once per month a written report containing an update on the progress of the Development including any variances to costs and/or timelines.

In addition to the provision of the foregoing progress reports, the Developer, on reasonable notice, shall be available to attend all meetings of the Owner to provide information relating to the Development.

6. The Owner agrees to indemnify and save harmless the Developer from all claims, demands, suits, actions, losses or damages in connection with the Development, otherwise than for losses or claims arising through the negligence or willful default on the part of the Developer.

7. Notwithstanding the provisions hereof during any term of this Agreement, the Owner shall be entitled, upon ninety (90) days written notice to the Developer to terminate this Agreement for fraud or negligence and the parties hereto shall forthwith account to each other in respect hereof to the date of such termination, provided however that should the Developer become bankrupt or insolvent this Agreement shall automatically terminate.

8. Any notice between the parties hereto or the Investors only shall be valid and effective if given by registered letter postage prepaid (unless at the time of mailing or within forty-eight (48) hours thereof there shall be a strike, interruption or lock-out in the postal services in which case service shall be personal) or if given personally, addressed as follows:

to the Owner:
c/o DAKOTA PLAINS FIRST NATION
DAKOTA AVENUE
ROSSENDALE, MANITOBA R0H 1C0

to the Developer:

c/o Ross Ransby
#4 – 823 Corydon Avenue
Winnipeg, Manitoba R3M 0W6

Any notice (and copy thereof if required as aforesaid) sent by registered mail shall be deemed to have been delivered three (3) business days after it was deposited in Her Majesty's postal system. Any notice (and copy thereof if required as aforesaid) delivered personally shall if delivered prior to 4:00 p.m. on the day of service be deemed to have been delivered on said day and if delivered after 4:00 p.m. on said day shall be deemed to have been delivered the following day after service.

9. Time shall be of the essence of this Agreement, which shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assigns.

IN WITNESS WHEREOF the parties hereto have hereunto caused their corporate seals to be affixed duly attested to by the hands of their proper officers in that behalf as of the day and year first above written.

DAKOTA PLAINS FIRST NATION

Per:


CHIEF ORVILLE SMOKE

FUSION CAPITAL CORPORATION

Per:


ROSS RANSBY

This is Schedule "A" referred to in a certain Development Agreement dated as of the _____ day of _____, 2019, and made between DAKOTA PLAINS FIRST NATION., of the first part and Fusion Capital Corporation, of the second part.

Without derogating from the generality of Section 2 of the Development Agreement, it shall be the duty of the Developer:

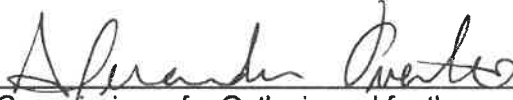
- (a) Preparation of economic modeling for presentation;
- (b) Develop strategy for Owner;
- (c) Assist with Purchase and Sale Agreement;
- (d) Complete due diligence, manage all disciplines, professionals and reports;
- (e) Work with Owner's solicitor for all legal;
- (f) Preparation and submission of an application to the City of Winnipeg for development, rezoning, and building permit approvals;
- (g) Communication with municipal and community representatives in respect of all required approvals;
- (h) Obtain development and all other necessary permits, licenses and approval with the assistance of consultants;
- (i) Oversee and liaise with legal, engineering, and accounting consultants;
- (j) to supervise construction including, without limitation:
 - i. determine scope;
 - ii. engage a contractor
 - iii. review bids and pricing with contractor;
 - iv. review permits and project insurance;
 - v. ensure construction is completed in accordance with projected costs, scope, and established timelines;
- (k) to assist the Owner to arrange mortgage financing including, without limitation:
 - i. obtain survey certificate and zoning memorandum;
 - ii. obtain and review appraisal for the Lands;

- iii. coordination of construction draws; and
 - iv. management of accounting and administration of the Development;
- (l) to market and lease the rental units (if decided by the Owner) of the Project after completion of construction including without limitation:
 - i. review and prepare marketing information for the Project;
 - ii. coordinate advertising and signage efforts; and
 - iii. hire and train and manage leasing staff.
- (m) to market the rental units of the Project including without limitation:
 - i. review and prepare marketing information for the Project;
 - ii. coordinate advertising and signage efforts; and
 - iii. hire and train and manage leasing staff.
- (n) to employ, discharge, supervise and pay on behalf of the Owner all employees, servants and contractors, considered by the Developer as necessary for the completion of the Development;
- (o) to ensure that proper records relating to the Development are maintained at all times on behalf of the Owner and that such records are at all reasonable times available for inspection by the Owner and the authorized agents of the Owner;
- (p) to keep complete, current and accurate books of account and other records required by the Owner maintained on an accrual basis in accordance with generally accepted accounting principles consistently applied and shall keep vouchers, statements, receipts, bills and invoices, employment records and other records in such form as may be approved in writing by the Owner covering all collections, disbursements and other data in connection with the Development; permit the Owner or any other person designated by the Owner (as well as any regulatory authority with jurisdiction over the Owner), at any reasonable time, after reasonable notice to the Developer at such person's or the Owner's expense to audit the books, records and accounts of the Developer relating to the Development, and the Developer will exhibit such books, records and accounts to any such regulatory authority or any person designated by the Owner for the purpose; PROVIDED HOWEVER, if any such audit indicates overcharges by the Developer, the Manger shall promptly reimburse the Owner for such overcharges; and
- (q) to maintain all books, accounts and records required to be kept under the terms of this Agreement on a current basis and in a safe place and shall store same at the Project or at the office of the Developer's principal place

of business in Winnipeg, Manitoba, and/or any other storage facility, chosen by the Developer and the Owner in Winnipeg, Manitoba, for a period of not less than three (3) years, and the Developer shall permit the Owner, or any person designated by the Owner at any reasonable time at such person's or the Owner's expense, to inspect, review and copy and otherwise reproduce such books, records and accounts after reasonable notice to the Developer.

This is **Exhibit "F"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.

A handwritten signature in cursive script, appearing to read "Alexander P. [unclear]", written over a horizontal line.

A Commissioner for Oaths in and for the Province of Ontario



356 Assiniboine Avenue
Winnipeg, MB R3C 0Y1

Telephone (204) 318-1683
Email info@orvillesmokecentre.com

Via email - rransby@fusioncapital.ca

January 4, 2024

Fusion Capital Corporation
B-122 1075 Portage Avenue
Winnipeg, MB R3G 0R8

Attention: Mr. Ross Ransby, President

Dear Mr. Ransby

Re: Termination of Services for 356 Assiniboine Avenue

Please accept this as written notification the management services for the Orville Smoke Wellness Centre that are currently being performed by Fusion Capital will no longer be required effective January 31, 2024.

We believe you will find this notice to suffice the transition of management services, and oversight of the operation to BDO Canada LLP.

Your BDO contact will be Glenn Fleetwood, CPA, CGA. Mr. Fleetwood can be contacted through email at gffleetwood@bdo.ca or by phone at 204.471.4635.

On or before January 31, 2024, Dakota Plains First Nation Real Estate GP Co. Ltd. and 356 Assiniboine Avenue Ltd., as represented by Itancan Donny R. Smoke, in his capacity as Sole Director for all the business enterprises performing services to the Orville Smoke Wellness Centre, will require any property you may have in your possession which belongs to the Orville Smoke Wellness Centre to be turned over to BDO Canada LLP- Glenn Fleetwood. This includes, but is not limited to:

- Keys or access Fobs to 356 Assiniboine Avenue;
- Any access codes, usernames and passwords you may have in your possession for the Accounting Software used by the Wellness Centre;
- Any access codes, usernames and passwords you may have in your possession for other software used by the Wellness Centre;
- Any payroll information you may have in your possession; and



356 Assiniboine Avenue
Winnipeg, MB R3C 0Y1

Telephone (204) 318-1683
Email info@orvillesmokecentre.com

- The list of contact information that is exclusive to the Wellness Centre in relation to third-party contacts.

Further and effective immediately, all third-party inquiries regarding the Orville Smoke Wellness Centre are to be directed to Mr. Fleetwood, including but not limited to any and all contact from PwC and its affiliates. For greater certainty you are not authorized to disclose information or make any representations to third parties regarding, or on behalf of, the Orville Smoke Wellness Centre and/or discuss its affairs with anyone other than BDO Canada LLP and the board of directors of the Orville Smoke Wellness Centre.

Sincerely,

ORVILLE SMOKE WELLNESS CENTRE

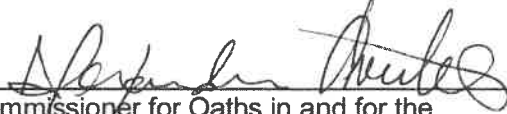
Per:



Ita Dean Donny R. Smoke

This is **Exhibit "G"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.


A Commissioner for Oaths in and for the
Province of Ontario



File Summary

Registry No : 10040328
Entity Name : Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership
As of : 20-Feb-2024

Entity Name : Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership
Registry No : 10040328
Business No : 791584477MC0001
Current Status : Active

Entity Type : BUSINESS NAME
Entity Sub Type : LIMITED PARTNERSHIP

Registration Date : 27-May-2019
Home Jurisdiction : MANITOBA
Annual Return/Renewal Date : 27-May-2025
Year of Last A/R - Renewal : 2022
Nature of Business : MANAGEMENT COMPANY
NAICS Code : 5511

Places of Business :
Address : 356 ASSINIBOINE AVE.
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3C 0Y1

Mailing Address :
Name : MYERS LLP
Address : 724 - 240 GRAHAM AVENUE
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3C 0J7
Attention : KARA BJORNSON

General Partner :
Registry No : 10040000
Name : Dakota Plains Wahpeton Oyate Management Co. Ltd.
Address : 724-240 GRAHAM
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3C 0J7

Name History :
Previous Name : Dakota Plains First Nation Active Pursuits Limited Partnership
Date of Change : 18-May-2021

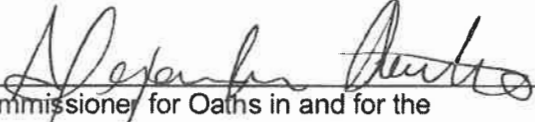
Event History :

Event	Date :	Filing Year :
REGISTRATION	27-May-2019	
HUB: ASSIGN BN	27-May-2019	
CHANGE OF MAILING ADDRESS (Filed on the Web)	14-Jun-2019	
CHANGE OF MAILING ADDRESS (Filed on the Web)	19-Jun-2019	
NAME CHANGE	18-May-2021	
RENEWAL (Filed on the Web)	25-Mar-2022	2022
CHANGE OF MAILING ADDRESS (Filed on the Web)	20-Aug-2023	

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

This is **Exhibit "H"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.


A Commissioner for Oaths in and for the
Province of Ontario



File Summary

Registry No : 10040000
Entity Name : Dakota Plains Wahpeton Oyate Management Co. Ltd.
As of : 20-Feb-2024

Entity Name : Dakota Plains Wahpeton Oyate Management Co. Ltd.
Registry No : 10040000
Business No : 792276875MC0001
Current Status : Active (New Name)

Entity Type : BUSINESS CORPORATION
Entity Sub Type : MB SHARE CORPORATION

Incorp/Amalg Date : 22-May-2019
Home Jurisdiction : MANITOBA
Annual Return/Renewal Date : 30-Jun-2024
Year of Last A/R - Renewal : 2023
Nature of Business : MANAGEMENT COMPANY
NAICS Code : 5511

Registered Office Address :
Effective date, if changing address : 01-May-2023
Address : MYERS LLP, 724-240 GRAHAM AVENUE
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3C 0J7

Mailing Address :
Name :
Address : 724-240 GRAHAM
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3C 0J7

Director Information :
Date Became : 01-May-2023
Name : OZUNKO, ASHLEY
Address : PO BOX 1246
City/Province : PORTAGE LA PRAIRIE, MB
Country/Postal Code : CANADA, R1N 3J9
Date Became : 01-May-2023
Name : ROULETTE, LISA
Address : PO BOX 1246
City/Province : PORTAGE LA PRAIRIE, MB
Country/Postal Code : CANADA, R1N 3J9
Date Became : 01-May-2023
Name : SMOKE, DONALD
Address : PO BOX 1246
City/Province : PORTAGE LA PRAIRIE, MB
Country/Postal Code : CANADA, R1N 3J9
Date Became : 01-May-2023
Name : SMOKE, JEFFREY
Address : PO BOX 1246
City/Province : PORTAGE LA PRAIRIE, MB
Country/Postal Code : CANADA, R1N 3J9

Officer Information :

Name : SMOKE, DONALD
 Address : PO BOX 1246
 City/Province : PORTAGE LA PRAIRIE, MB
 Country/Postal Code : CANADA, R1N 3J9
 Position Held as Officer : PRESIDENT

Shareholders Information (holders of 10% or more of Issued Voting Shares) :

Firm Name : DAKOTA PLAINS WAHPETON OYATE ECONOMICS DEVELOPMENT CORPORATI
 ON
 Class Name : C COMMON VOTING
 Shares Held : 100.00

Share Structure :

Class	Authorized Number
A COMMON VOTING	UNLIMITED
A PREFERRED VOTING	UNLIMITED
B COMMON VOTING	UNLIMITED
B PREFERRED VOTING	UNLIMITED
C COMMON VOTING	UNLIMITED
C PREFERRED VOTING	UNLIMITED
D COMMON VOTING	UNLIMITED
D PREFERRED VOTING	UNLIMITED
E COMMON NON-VOTING	UNLIMITED
E PREFERRED NON-VOTING	UNLIMITED
F COMMON NON-VOTING	UNLIMITED
F PREFERRED NON-VOTING	UNLIMITED
G COMMON NON-VOTING	UNLIMITED
G PREFERRED NON-VOTING	UNLIMITED
H COMMON NON-VOTING	UNLIMITED
H PREFERRED NON-VOTING	UNLIMITED

Shares are distributed to the public : No

Name History :

Previous Name : Dakota Plains First Nation Management Co. Ltd.
 Date of Change : 21-Apr-2021

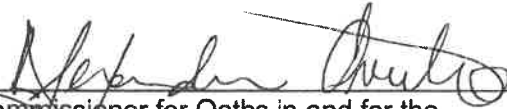
Event History :

<u>Event</u>	<u>Date :</u>	<u>Filing Year :</u>
INCORPORATION (Filed on the Web)	22-May-2019	
HUB: ASSIGN BN	22-May-2019	
CHANGE OF MAILING ADDRESS (Filed on the Web)	14-Jun-2019	
CHANGE OF REGISTERED OFFICE (Filed on the Web)	14-Jun-2019	
CHANGE OF DIRECTORS/OFFICERS (Filed on the Web)	14-Jun-2019	
CHANGE OF SHAREHOLDERS (Filed on the Web)	14-Jun-2019	
COMPLIANCE STATUS - DEFAULT	20-Jul-2020	
ANNUAL RETURN (Filed on the Web)	17-Sep-2020	2020
NAME CHANGE (Filed on the Web)	21-Apr-2021	
COMPLIANCE STATUS - DEFAULT	19-Jul-2021	
ANNUAL RETURN (Filed on the Web)	03-Aug-2021	2021
CHANGE OF DIRECTORS/OFFICERS (Filed on the Web)	04-Nov-2021	
ANNUAL RETURN (Filed on the Web)	12-Jul-2022	2022
CHANGE OF DIRECTORS/OFFICERS (Filed on the Web)	16-Jun-2023	
CHANGE OF MAILING ADDRESS (Filed on the Web)	16-Jun-2023	
CHANGE OF REGISTERED OFFICE (Filed on the Web)	16-Jun-2023	
COMPLIANCE STATUS - DEFAULT	24-Jul-2023	
ANNUAL RETURN (Filed on the Web)	20-Aug-2023	2023

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

This is **Exhibit "I"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.


A Commissioner for Oaths in and for the
Province of Ontario



File Summary

Registry No : 10037131
Entity Name : Dakota Plains Wahpeton Oyate Economics Development Corporation
As of : 20-Feb-2024

Entity Name : Dakota Plains Wahpeton Oyate Economics Development Corporation
Registry No : 10037131
Business No : 700561715MC0001
Current Status : Active (New Name)

Entity Type : BUSINESS CORPORATION
Entity Sub Type : MB SHARE CORPORATION

Incorp/Amalg Date : 08-Apr-2019
Home Jurisdiction : MANITOBA
Annual Return/Renewal Date : 31-May-2024
Year of Last A/R - Renewal : 2023
Nature of Business : FIRST NATION'S ECONOMIC DEVELOPMENT
NAICS Code : 5417

Registered Office Address :

Effective date, if changing address : 01-May-2023
Address : 724 - 240 GRAHAM AVENUE
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3C 0J7

Mailing Address :

Name : C/O MYERS LLP
Address : 724 - 240 GRAHAM AVENUE
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3C 0J7

Director Information :

Date Became : 01-May-2023
Name : OZUNKO, ASHLEY
Address : PO BOX 1246
City/Province : PORTAGE LA PRAIRIE, MB
Country/Postal Code : CANADA, R1N 3J9

Date Became : 01-May-2023
Name : ROULETTE, LISA
Address : PO BOX 1246
City/Province : PORTAGE LA PRAIRIE, MB
Country/Postal Code : CANADA, R1N 3J9

Date Became : 01-May-2023
Name : SMOKE, DONALD
Address : PO BOX 1246
City/Province : PORTAGE LA PRAIRIE, MB
Country/Postal Code : CANADA, R1N 3J9

Date Became : 01-May-2023
Name : SMOKE, JEFFREY
Address : PO BOX 1246
City/Province : PORTAGE LA PRAIRIE, MB
Country/Postal Code : CANADA, R1N 3J9

Officer Information :

Name : SMOKE, DONALD
 Address : PO BOX 1246
 City/Province : PORTAGE LA PRAIRIE, MB
 Country/Postal Code : CANADA, R1N 3J9
 Position Held as Officer : PRESIDENT

Shareholders Information (holders of 10% or more of Issued Voting Shares) :

Firm Name : THE CHIEF OF THE DAKOTA PLAINS FIRST NATION IN TRUST FOR DAKOTA PLAINS FIRST NATION
 Class Name : C COMMON VOTING
 Shares Held : 100.00

Share Structure :

Class	Authorized Number
A COMMON VOTING	UNLIMITED
A PREFERRED VOTING	UNLIMITED
B COMMON VOTING	UNLIMITED
B PREFERRED VOTING	UNLIMITED
C COMMON VOTING	UNLIMITED
C PREFERRED VOTING	UNLIMITED
D COMMON VOTING	UNLIMITED
D PREFERRED VOTING	UNLIMITED
E COMMON NON-VOTING	UNLIMITED
E PREFERRED NON-VOTING	UNLIMITED
F COMMON NON-VOTING	UNLIMITED
F PREFERRED NON-VOTING	UNLIMITED
G COMMON NON-VOTING	UNLIMITED
G PREFERRED NON-VOTING	UNLIMITED
H COMMON NON-VOTING	UNLIMITED
H PREFERRED NON-VOTING	UNLIMITED

Shares are distributed to the public : No

Name History :

Previous Name : Dakota Plains First Nation Economics Development Corporation
 Date of Change : 21-Apr-2021


Event History :

<u>Event</u>	<u>Date :</u>	<u>Filing Year :</u>
INCORPORATION (Filed on the Web)	08-Apr-2019	
HUB: ASSIGN BN	08-Apr-2019	
CHANGE OF MAILING ADDRESS (Filed on the Web)	14-Jun-2019	
CHANGE OF REGISTERED OFFICE (Filed on the Web)	14-Jun-2019	
CHANGE OF DIRECTORS/OFFICERS (Filed on the Web)	17-Jun-2019	
CHANGE OF SHAREHOLDERS (Filed on the Web)	17-Jun-2019	
COMPLIANCE STATUS - DEFAULT	22-Jun-2020	
ANNUAL RETURN (Filed on the Web)	17-Sep-2020	2020
NAME CHANGE (Filed on the Web)	21-Apr-2021	
ANNUAL RETURN (Filed on the Web)	10-Jun-2021	2021
CHANGE OF DIRECTORS/OFFICERS (Filed on the Web)	04-Nov-2021	
COMPLIANCE STATUS - DEFAULT	20-Jun-2022	
ANNUAL RETURN (Filed on the Web)	21-Jun-2022	2022
CHANGE OF DIRECTORS/OFFICERS (Filed on the Web)	16-Jun-2023	
CHANGE OF MAILING ADDRESS (Filed on the Web)	16-Jun-2023	
CHANGE OF REGISTERED OFFICE (Filed on the Web)	16-Jun-2023	
COMPLIANCE STATUS - DEFAULT	19-Jun-2023	
ANNUAL RETURN (Filed on the Web)	20-Aug-2023	2023

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

This is **Exhibit "J"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.


A Commissioner for Oaths in and for the
Province of Ontario



File Summary

Registry No : 10040237
Entity Name : Dakota Plains Wahpeton Oyate Real Estate Limited Partnership
As of : 20-Feb-2024

Entity Name : Dakota Plains Wahpeton Oyate Real Estate Limited Partnership
Registry No : 10040237
Business No : 791929474MC0001
Current Status : Active

Entity Type : BUSINESS NAME
Entity Sub Type : LIMITED PARTNERSHIP

Registration Date : 23-May-2019
Home Jurisdiction : MANITOBA
Annual Return/Renewal Date : 23-May-2025
Year of Last A/R - Renewal : 2022
Nature of Business : REAL ESTATE HOLDINGS
NAICS Code : 531

Places of Business :
Address : 356 ASSINIBOINE AVE.
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3C 0Y1

Mailing Address :
Name :
Address : PO BOX 1246
City/Province : PORTAGE LA PRAIRIE, MB
Country/Postal Code : CANADA, R1N 3J9
Attention : DONALD SMOKE

General Partner :
Registry No : 10037133
Name : Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd.
Address : 724 - 240 GRAHAM AVENUE
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3C 0J7

Name History :
Previous Name : Dakota Plains First Nation Real Estate Limited Partnership
Date of Change : 21-Apr-2021


Event History :

Event	Date :	Filing Year :
REGISTRATION	23-May-2019	
HUB: ASSIGN BN	23-May-2019	
CHANGE OF MAILING ADDRESS (Filed on the Web)	14-Jun-2019	
CHANGE OF MAILING ADDRESS (Filed on the Web)	19-Jun-2019	
NAME CHANGE	21-Apr-2021	
RENEWAL (Filed on the Web)	25-Mar-2022	2022
CHANGE OF MAILING ADDRESS (Filed on the Web)	16-Jun-2023	

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This is **Exhibit "K"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.


A Commissioner for Oaths in and for the
Province of Ontario



File Summary

Registry No : 10037133
Entity Name : Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd.
As of : 20-Feb-2024

Entity Name : Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd.
Registry No : 10037133
Business No : 700559511MC0001
Current Status : Active (New Name)

Entity Type : BUSINESS CORPORATION
Entity Sub Type : MB SHARE CORPORATION

Incorp/Amalg Date : 08-Apr-2019
Home Jurisdiction : MANITOBA
Annual Return/Renewal Date : 31-May-2024
Year of Last A/R - Renewal : 2023
Nature of Business : MANAGEMENT COMPANY
NAICS Code : 53131

Registered Office Address :

Effective date, if changing address : 01-May-2023
Address : 724 - 240 GRAHAM AVENUE
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3C 0J7

Mailing Address :

Name :
Address : 724 - 240 GRAHAM AVENUE
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3C 0J7

Director Information :

Date Became : 01-May-2023
Name : SMOKE, DONALD
Address : PO BOX 1246
City/Province : PORTAGE LA PRAIRIE, MB
Country/Postal Code : CANADA, R1N 3J9

Officer Information :

Name : SMOKE, DONALD
Address : PO BOX 1246
City/Province : PORTAGE LA PRAIRIE, MB
Country/Postal Code : CANADA, R1N 3J9
Position Held as Officer : PRESIDENT

Shareholders Information (holders of 10% or more of Issued Voting Shares) :

Firm Name : DAKOTA PLAINS WAHPETON OYATE ECONOMICS DEVELOPMENT CORPORATI
ON
Class Name : C COMMON VOTING
Shares Held : 100.00

Share Structure :

Class	Authorized Number
A COMMON VOTING	UNLIMITED

A PREFERRED VOTING	UNLIMITED
B COMMON VOTING	UNLIMITED
B PREFERRED VOTING	UNLIMITED
C COMMON VOTING	UNLIMITED
C PREFERRED VOTING	UNLIMITED
D COMMON VOTING	UNLIMITED
D PREFERRED VOTING	UNLIMITED
E COMMON NON-VOTING	UNLIMITED
E PREFERRED NON-VOTING	UNLIMITED
F COMMON NON-VOTING	UNLIMITED
F PREFERRED NON-VOTING	UNLIMITED
G COMMON NON-VOTING	UNLIMITED
G PREFERRED NON-VOTING	UNLIMITED
H COMMON NON-VOTING	UNLIMITED
H PREFERRED NON-VOTING	UNLIMITED

Shares are distributed to the public : No

Name History :

Previous Name : Dakota Plains First Nation Real Estate GP Co. Ltd.
Date of Change : 21-Apr-2021


Event History :

<u>Event</u>	<u>Date :</u>	<u>Filing Year :</u>
INCORPORATION (Filed on the Web)	08-Apr-2019	
HUB: ASSIGN BN	08-Apr-2019	
CHANGE OF MAILING ADDRESS (Filed on the Web)	14-Jun-2019	
CHANGE OF REGISTERED OFFICE (Filed on the Web)	14-Jun-2019	
CHANGE OF DIRECTORS/OFFICERS (Filed on the Web)	14-Jun-2019	
CHANGE OF SHAREHOLDERS (Filed on the Web)	14-Jun-2019	
COMPLIANCE STATUS - DEFAULT	22-Jun-2020	
ANNUAL RETURN (Filed on the Web)	17-Sep-2020	2020
NAME CHANGE (Filed on the Web)	21-Apr-2021	
ANNUAL RETURN (Filed on the Web)	10-Jun-2021	2021
COMPLIANCE STATUS - DEFAULT	20-Jun-2022	
ANNUAL RETURN (Filed on the Web)	21-Jun-2022	2022
NATURE OF BUSINESS	23-Sep-2022	
CHANGE OF DIRECTORS/OFFICERS (Filed on the Web)	16-Jun-2023	
CHANGE OF MAILING ADDRESS (Filed on the Web)	16-Jun-2023	
CHANGE OF REGISTERED OFFICE (Filed on the Web)	16-Jun-2023	
COMPLIANCE STATUS - DEFAULT	19-Jun-2023	
ANNUAL RETURN (Filed on the Web)	07-Jul-2023	2023

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

This is **Exhibit "L"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.


A Commissioner for Oaths in and for the
Province of Ontario



Bridging Finance Inc.
77 King Street West Suite 2925
P.O. Box 322,
Toronto ON M5K 1K7
Canada

Telephone (647) 688 8756
Email jdockstator@bridgingfinance.ca

Borrower: Dakota Plains (the "Borrower").

Lender: Bridging Finance Inc., or an affiliate to be named (the "Lender").

Purpose of Financing: To provide bridge financing to the Borrower in the amount up to \$5,500,000 to fund the acquisition and renovation of 356 Assiniboine Ave, Winnipeg MB (the "Project"), and to pay related fees and expenses (the "Transaction").

Facility: Demand non-revolving loan in the amount up to \$5,500,000.

Together the "Principal Amount" is established at \$5,500,000 with all interest to accrue on the daily balance of such sum and added to the Principal Amount hereof on the last day of each month. Interest is to be calculated starting on January 1, 2019 (Collectively the Principal Amount and all additional fees and interest payable is the "Credit Facility"). For the first twelve (12) months, all interest and fees are to be added to the Principal Amount. After this period expires, monthly interest payments will begin. The entirety of the Credit Facility is payable at the end of the Term.

Term: The earliest of:
a) demand by the Lender;
b) the occurrence of an event of default;
b) the receipt of the proceeds of any other financing; and
c) 12 months from the date of the advance of funds (the "Term") with the right to renew for 12 additional months at the end of the Term.

Interest Rate: The credit facility will accrue interest at the Bank of Montreal Prime ("Prime Rate") plus 11.05% per annum calculated and payable on the last day of each month.

Work Fee: The Borrower will pay to the Lender a Work fee of 1.0% of the Credit Facility which shall be earned on and payable from the first advance. This amount is to be included in the Credit Facility.

Prepayment of Credit Facility: The Credit Facility may be prepaid in full or partially at any time without any fee or penalty provided that the Borrower shall deliver an irrevocable prepayment notice to the Agent (the "Prepayment Notice") sixty (60) days prior to the proposed prepayment date (the "Prepayment Date") setting forth the amount being prepaid (the "Prepayment Amount") and provided that the Borrower pays the full Prepayment Amount on the Prepayment Date.

Should the Borrower wish to prepay the Credit Facility in full or partially without having to provide the Lender with the required sixty (60) days prior notice, the Borrower shall pay to the Lender an amount calculated in accordance with the formula set out below and which shall be due and payable as of the date the prepayment is made:

$$\frac{I}{365} \times (60 - N) \times M$$

I = the annual interest rate on the Facility on the date that the Prepayment Notice is give or demand, is made;

N = the number of days between the date that Prepayment Notice is provided, and the date of prepayment, provided that if such number is greater than ninety (90) days, it shall be equal to 60 for the purposes of this calculation, and if demand occurs arising from the occurrence of a default, *N* shall equal 0;

M = the outstanding amount, including any interest and other fees owing, under this Agreement, on the date that Prepayment Notice is provided, or demand is made.

In the event that the Prepayment Amount is not paid in full on the Prepayment Date, then the Lender shall have the option, in its discretion, to declare and consider the Prepayment Notice to be null and void such that any prepayment shall thereafter only be permitted by the delivery of a new Prepayment Notice in compliance with this Section.

- Security:** As security for the Credit Facility, the Borrower will provide the Lender with the following (collectively, the "**Security**");
- a) First ranking security interest on the Winnipeg property;
 - b) Demand Promissory Note;
 - c) Band Council Resolution from the Borrower supporting the loan;
 - d) General Security Agreement over the Borrower;
 - e) Guarantee from SKO Development Inc.;
 - f) Chief's Certificate confirming most recent election results of Chief and Council;
- Funding:** The initial amount of the Credit Facility shall be advanced to the Lender's solicitor's trust account and shall be advanced upon receiving the written direction of the Borrower and the Lender. Notwithstanding that interest shall begin to accrue on the day it is advanced. The facility shall be advanced to the Borrower in stages on the following dates:
- a) \$2.5MM to be advanced immediately upon close of the loan documents
 - b) \$3MM to be advanced on May 31st, 2019
- Confidentiality:** The matters set forth in this Term Sheet and any information provided with respect to the Transaction is confidential. Any party may disclose such information to their respective parties who need to know such information in order to conclude the Transaction contemplated by this Term Sheet and who are informed of the obligation to keep such information confidential or as may be required by applicable law.
- Conditions Precedent:** Usual and customary for this type of transaction including:
- a) Approval of the Transaction by the Lender's credit committee;
 - b) Satisfactory completion of Lender's due diligence including, without limitation with respect to contracts with Nordiques (including without limitation verification of ownership of intellectual property and rights with respect to the homes to be constructed) and the general contractor; and
 - c) Execution of customary financing documents including the Security all in a form and with content satisfactory to the Lender.
- Governing Law:** This Term Sheet, the Security and all agreements arising hereinafter in connection with same shall be deemed to have been made and accepted in the City of Toronto, Ontario and construed in accordance with and be governed by the laws of the Province of Ontario and of Canada applicable therein.
- Offer Expiration Date:** This Term Sheet must be accepted by the Borrower by no later than 5pm EST on March 25, 2019, after which this Term Sheet will expire.

[SIGNATURE PAGE FOLLOWS]

Issued as of this 22th day of March, 2019.

Yours truly,

BRIDGING FINANCE INC.


Per: _____
Name: Jacob Dockstator
Title: Vice President, Business Development

Accepted on the terms and conditions herein on this ____ day of _____, 2019.

Dakota Plains (Borrower)

Per: 
Name: Chief Orville Smoke
Title: Chief

Per: 
Name:
Title: Woman's Council Representative

Per: 
Name:
Title: Youth Council Representatve

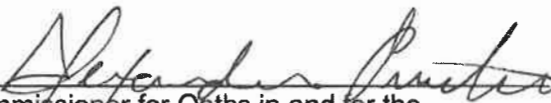
Per: 
Name:
Title: Elder's Council Representative

Per: _____
Name: Leslie Smoke
Title: Councillor

We have authority to bind the nation.

This is **Exhibit "M"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.


A Commissioner for Oaths in and for the
Province of Ontario



DEMAND GRID PROMISSORY NOTE

Date: May 22, 2019

FOR VALUE RECEIVED the undersigned hereby, jointly and severally, unconditionally promise to pay, on the earliest of: (i) DEMAND; (ii) the receipt of proceeds of any financing by any of the undersigned; and (iii) May 22, 2020, to Bridging Finance Inc., as agent (the "Lender") or order at 77 King Street West, Suite 2925, Toronto, Ontario M5K 1K7 or such other place as the Lender may direct in writing the principal amount of **FIVE MILLION FIVE HUNDRED AND FIFTY FIVE THOUSAND DOLLARS (\$5,555,000)** or so much thereof as may be owing to the Lender by the undersigned from time to time according to the records of the Lender, together with interest thereon calculated on the daily balance of such sum and capitalized monthly on the last day of each month at the same place, both before and after demand, maturity, default and judgment, at a rate per annum of **ELEVEN POINT ZERO FIVE (11.05%)** percent above the rate per annum quoted by Bank of Montreal from time to time as its prime rate for Canadian dollar commercial loans made in Canada, adjusted automatically from time to time upon change by Bank of Montreal without notice to the undersigned and interest on overdue interest payable at the same time, place and rate until this Promissory Note has been indefeasibly repaid in full.

The unpaid principal amount due hereunder may be reduced to zero from time to time without affecting the validity of this Promissory Note. The amounts outstanding from time to time under this Promissory Note as evidenced on the grid schedule attached hereto shall, in the absence of manifest error, be conclusive evidence of the indebtedness of the undersigned to the Lender pursuant to this Promissory Note and be binding on the undersigned; provided that notwithstanding the state of the grid schedule attached hereto, the failure of the Lender to record any amounts owing hereunder on the grid schedule attached hereto shall not affect the joint and several obligation of the undersigned to pay to the Lender the amounts due and payable by the undersigned hereunder or otherwise.

This Promissory Note is being issued by the undersigned to the Lender pursuant to the terms and conditions of a term sheet issued March 22, 2019, by the Lender to Dakota Plains First Nation (the "**Term Sheet**"). The undersigned other than Dakota Plains First Nation hereby agree to be bound by the provisions of the Term Sheet as though there were in existence at such time and an original party thereto.

The Term Sheet is hereby amended as follows:

1. From and after the date hereof, Borrower means each of the undersigned on a joint and several basis.
2. Under heading "Facility", "\$5,500,000" is hereby deleted and replaced with "\$5,555,000" to reflect the inclusion of the 1% work fee in addition to the principal amount of the facility. Any applicable taxes on the work fee shall be deducted from the advance or paid directly by the undersigned forthwith upon request therefore and shall, to the extent unpaid, be secured by the Security.
3. Section (e) under heading "Security" is hereby deleted and replaced with general security agreements from all related parties as determined by the Lender.
4. Section (d) under heading "Conditions Precedent" is hereby amended by deleting all words after "Satisfactory completion of Lender's due diligence".
5. The following section entitled "Funding" is hereby added:

"The full Principal Amount shall be advanced to the Lender's solicitor's trust account in trust for the Lender and shall be advanced on the direction of the Borrower and the Lender from time to time as agreed to by the Lender in its discretion. In the event of demand, all amounts in such trust account less any amounts for unbilled fees and disbursements shall forthwith be returned to the Lender. Notwithstanding that interest shall begin to accrue on the full amount of the Credit Facility on May 22, 2019, the Credit Facility shall be released to the Borrower in stages on the following conditions:

 - a) an initial \$300,000 shall be advanced in connection with the deposit for the purchase of 356 Assiniboine Avenue, Winnipeg, Manitoba (the "Property"), together with closing costs as may be agreed to between the Borrower and the Lender;
 - b) on the direction of the Borrower and the Lender as agreed to by the Lender in its discretion the balance required for the purchase of the property together with closing costs as may be agreed to between the Borrower and the Lender in its discretion shall be advanced on the closing date of such purchase;
 - c) further advances are to be contained within the lesser of actual cost of work in place as confirmed by a designated 3rd party Quantity Surveyor (the "QS") acceptable to the Lender from time to time and contractor's certificates/invoices for all hard costs, soft costs, etc. less applicable holdbacks and any accounts payable not to be paid until the next report date;
 - d) the QS is to verify work completed compared to invoices prior to each draw. The Borrower will be responsible for all costs of the QS;
 - e) funds will be released and applied on the basis of draw requests as submitted by the Borrower, supported by certificates relative to costs in place (hard and soft);
 - f) the Project contractor and the QS will sign the certificate relative to hard costs and costs to complete;
 - g) if at any time the unreleased portion, including any contingency allowance, is not sufficient to complete the Project, the undersigned shall inject further cash equity to cover the deficiency;
 - h) any change in the construction contract and/or budget shall require the prior written consent of the Lender;
 - i) the Lender reserves the right to appoint a cost consultant at its sole discretion with all costs to be borne by the Borrower;
 - j) the Borrower's selection of the material contractors shall be subject to the prior consent of the Lender; and
 - k) all advances shall be in accordance with applicable construction lien legislation.



The undersigned hereby acknowledge and agrees that the Lender shall have no liability for any claims whatsoever related to the design and construction and operation of the Project.

For greater certainty, except as amended herein, all terms and conditions of the Term Sheet shall remain in full force and effect and is incorporated herein by reference. In the event of any inconsistency between this Promissory Note and the Term Sheet or this Promissory Note and any security delivery in respect of same, this Promissory Note shall govern to the extent of any such inconsistency. In the event of any inconsistency between the Term Sheet and the and any security delivery in respect of same, the Term Sheet shall govern to the extent of any such inconsistency.

This Promissory Note may be repaid in whole or in part only in accordance with the terms of the Term Sheet.

The undersigned waive presentment for payment, notice of dishonour, protest and notice of protest in respect of this Promissory Note.

The provisions of this Promissory Note shall be governed by and interpreted in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein.

[THE REMAINDER OF THIS PAGE IS BLANK. SIGNATURE PAGE FOLLOWS]



DATED as of the date first written above.

DAKOTA PLAINS FIRST NATION

By: [Signature]
Name: Orville Smoke
Title: Chief

By: [Signature]
Name:
Title: Woman's Council Representative

By: [Signature]
Name:
Title: Youth Council Representative

By: [Signature]
Name:
Title: Elder's Council Representative

By: [Signature]
Name: Leslie Smoke
Title: Councillor

GWEN LAFRENIERE
We have authority to bind the First Nation

356 ASSINIBOINE AVENUE LTD.

By: [Signature]
Name: Craig J. Blacksmith
Title: President

I have authority to bind the corporation.

DAKOTA PLAINS FIRST NATION ACTIVE PURSUITS LIMITED PARTNERSHIP
By Its General Partner,
DAKOTA PLAINS FIRST NATION MANAGEMENT CO. LTD.

By: [Signature]
Name: Craig J. Blacksmith
Title: President

I have authority to bind the partnership.


DAKOTA PLAINS FIRST NATION MANAGEMENT CO. LTD.

By: [Signature]
Name: Craig J. Blacksmith
Title: President

I have authority to bind the corporation.



DAKOTA PLAINS FIRST NATION REAL ESTATE LIMITED PARTNERSHIP
By Its General Partner,
DAKOTA PLAINS FIRST NATION REAL ESTATE GP CO. LTD.

By: 
Name: Craig J. Blacksmith
Title: President


I have authority to bind the partnership.

DAKOTA PLAINS FIRST NATION REAL ESTATE GP CO. LTD.

By: 
Name: Craig J. Blacksmith
Title: President

I have authority to bind the corporation.

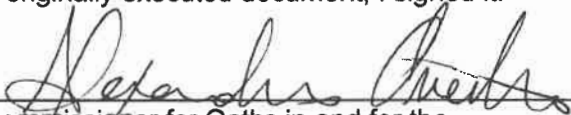
DAKOTA PLAINS FIRST NATION ECONOMICS DEVELOPMENT CORPORATION

By: 
Name: Craig J. Blacksmith
Title: President

I have authority to bind the corporation.

This is **Exhibit "N"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.


A Commissioner for Oaths in and for the
Province of Ontario

DAKOTA PLAINS WAHPETON OYATE

General Delivery
Edwin, Manitoba
R0H 0G0

Dated as of May 22, 2020

Dakota Plains First Nation

Attention: Orville Smoke, Chief

Dear Chief Smoke:

Re: Bridging Finance Inc., as agent (the "Lender")
credit facility (the "Facility") with Dakota Plains First Nation ("DPFN") pursuant to
a term sheet issued by the Lender on March 22, 2019 (the "Term Sheet")

All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Promissory Note dated May 22, 2019, delivered in connection with the Term Sheet (the "Promissory Note").

Further to our recent conversations, we confirm that you have asked the Lender to consider amending the Promissory Note to extend the outside maturity date to May 22, 2021. In this regard, we confirm that the Lender has agreed to amend the terms and conditions of the Promissory Note as follows:

1. From and after the date hereof, the first paragraph of the Promissory Note is hereby amended by replacing "May 22, 2020" with "May 22, 2021".
2. DPFN shall be responsible for the legal fees and disbursements of the Lender in connection with this Agreement and the disbursements of the Facility subsequent to the initial disbursement which fees shall be paid from proceeds held in trust in respect of the Facility.
3. This Agreement is supplemental to and shall be read with and be deemed to be part of the Term Sheet and the Promissory Note which shall be deemed to be amended *mutatis mutandis* as herein provided. Any reference to the Term Sheet of the Promissory Note and any agreements or documents entered into in connection with the same shall mean the Term Sheet and the Promissory Note as amended hereby and all such agreements and documents are also hereby amended *pro tanto* to give effect to this Agreement.
4. This Agreement may be executed in any number of separate counterparts by any one or more of the parties thereto, and all of said counterparts taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement or any other present or future agreement between the parties hereto by telecopier, PDF or by other electronic means shall be as effective as delivery of a manually executed counterparts.
5. All the terms and conditions of the Term Sheet and the Promissory Note are confirmed and ratified in all respects, shall survive and shall not merge with or be extinguished by the execution and delivery of this Agreement and shall hereafter continue in full force and effect, as amended.
6. DPFN agrees that it will execute such further assurances with respect to this Agreement and the Term Sheet as may be required to evidence the true intent and meaning of this Agreement.

Tel: (204) 252-2300 ~ Fax: (204) 252-2244

7. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective successors and permitted assigns.
8. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable herein.

Provided that the foregoing meets with your approval, kindly execute where indicated and return a PDF copy of this letter to the Lender.

BRIDGING FINANCE INC.

Per: Jacob Dockstator
Name: Jacob Dockstator
Title: VP, Business Development

We Acknowledge and Accept the terms and conditions of this Agreement as of this 22nd day of May, 2020.

DAKOTA PLAINS FIRST NATION

Per: Orville Smoke
Chief Orville Smoke

Per: [Signature]
Councillor

We have authority to bind the First Nation.

356 ASSINIBOINE AVENUE LTD.

Per: 

Name: Craig J. Blacksmith

Title: President

I have authority to bind the Corporation.

**DAKOTA PLAINS FIRST NATION ACTIVE
PURSUITS LIMITED PARTNERSHIP**

By Its General Partner

**DAKOTA PLAINS FIRST NATION
MANAGEMENT CO. LTD.**

Per: 

Name: Craig J. Blacksmith

Title: President

I have authority to bind the Partnership.

**DAKOTA PLAINS FIRST NATION
MANAGEMENT CO. LTD.**

Per: 

Name: Craig J. Blacksmith

Title: President

I have authority to bind the Corporation.

**DAKOTA PLAINS FIRST REAL ESTATE
LIMITED PARTNERSHIP**

By Its General Partner

**DAKOTA PLAINS FIRST NATION
REAL ESTATE GP CO. LTD.**

Per: 

Name: Craig J. Blacksmith

Title: President

I have authority to bind the Partnership.

**DAKOTA PLAINS FIRST NATION
REAL ESTATE GP CO. LTD.**

Per: 

Name: Craig J. Blacksmith

Title: President

I have authority to bind the Corporation.

**DAKOTA PLAINS FIRST NATION
ECONOMICS DEVELOPMENT CORPORATION**

Per: 

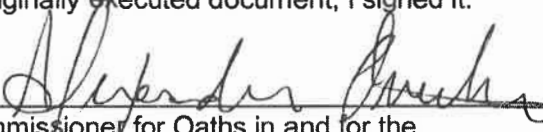
Name: Craig J. Blacksmith

Title: President

I have authority to bind the Corporation.

This is **Exhibit "O"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.


A Commissioner for Oaths in and for the
Province of Ontario



Chronological No.
File Reference No.

BAND COUNCIL RESOLUTION

NOTE:

The words "from our Band Funds" "capital" or "revenue", whichever the case, must appear in all resolutions requesting expenditures from Band Funds.

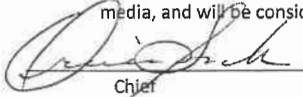

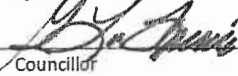
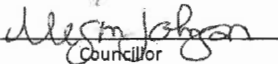
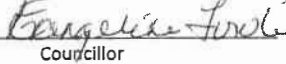

The council of the DAKOTA PLAINS First Nation		Cash free balance	
		Capital account \$ _____	
Date of Duly Conveyed Meeting	Province	Revenue account \$ _____	
D M Y	MANITOBA		
2 1 0 5 20 19			

1 of 1

WHEREAS: the Chief and Council of Dakota Plains First Nation is the lawfully elected government of the Dakota Plains First Nation;
AND WHEREAS: the Chief and Council of Dakota Plains First Nation have the authority to enter into binding contracts and loan agreements on behalf of the Dakota Plains First Nation;
AND WHEREAS: Bridging Finance Inc., as agent (the "Lender") has agreed to extend a loan or established one or more credit facilities (the "Loan") in favour of Dakota Plains First Nation on the terms and subject to the conditions set out in a term sheet issued 22 March 2019 (the "Agreement");
AND WHEREAS: it is in the best interest of the Dakota Plains First Nation to do so.

THEREFORE BE IT RESOLVED THAT:


- The preambles to this Band Council Resolution form a part of this resolution.
- Dakota Plains First Nation hereby ratifies, approves and confirms the entering into of a Promissory Note and Security Agreement by the Dakota Plains First Nation, the execution of the Agreement for and on behalf of the Dakota Plains First Nation and the delivery of the Agreement to the Lender together with any and all documentation noted therein or related thereto.
- Dakota Plains First Nation is authorized to fulfill and perform all of its agreements and obligations set out in the Agreement and any and all documentation noted therein or related thereto including, without limitation, the promissory note and the security agreement.
- Dakota Plains First Nation hereby retains the law firm of Duboff Edwards Haight & Schachter to represent its interest in:
 - Those matters referred to in the preamble, including preparing documents, working with other persons who are also assisting Chief and council, in the financing and transaction contemplated.
 - Such further and other matters as they may be directed from time to time by the Chief of the Band; and
 - Such further and other matters as a majority of Chief and Council may from time to time advise.
- Until further notice from the Council of the Band, Duboff Edwards Haight & Schachter are to take instructions from the Chief in respect of all matters.
- The Band Council resolution may be signed by the members of Chief and council, in counterparts and via Fax other electronic media, and will be considered valid as if each signatory signed the original of the document.

 Chief
 Councillor
 Councillor
 Councillor
 Councillor
 Councillor

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds <input type="radio"/> Capital <input type="radio"/> Revenue	Expenditure	Authority (Indian Act Section)	Source of Funds
Recommending officer			Recommending officer		
_____ Signature Date			_____ Signature Date		
Approving officer			Approving Officer		
_____ Signature Date			_____ Signature Date		
_____ Signature Date			_____ Signature Date		

This is **Exhibit "P"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.


A Commissioner for Oaths in and for the
Province of Ontario

WAIVER OF RIGHTS OF DAKOTA PLAINS FIRST NATION

Dakota Plains First Nation hereby consents to and provides its full and complete authorization to Bridging Finance Inc., as agent ("BFI") to enter onto the Reserve lands of Dakota Plains First Nation (the "Reserve Lands") for the purposes of enforcing its security as against the personal property of Dakota Plains First Nation in accordance with the terms of its loan agreement(s) with BFI.

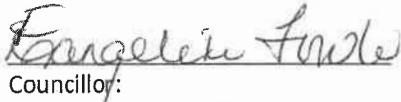
Dakota Plains First Nation hereby further agrees that it will not exercise its rights under any Treaty with the Government of Canada or the Indian Act and, without limiting the generality of the foregoing, specifically waives and revokes all right or entitlement that Dakota Plains First Nation may have under Section 89 of the Indian Act, as the same applies to the BFI's enforcement of its loan agreement(s) with the undersigned and the exercise of its security rights as against the personal property of the undersigned and including entry onto the Reserve Lands.

IN WITNESS WHEREOF Dakota Plains First Nation has hereunto affixed its seal attested to by the hands of its duly authorized officers in that behalf the 21 day of May, 2019.

DAKOTA PLAINS FIRST NATION


Chief:


Councillor:


Councillor:

Councillor:


Councillor:


Councillor:


Councillor:

Councillor:

This is **Exhibit "Q"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.


A Commissioner for Oaths in and for the
Province of Ontario

DUBOFF EDWARDS HAIGHT & SCHACHTER
LAW CORPORATION

Please Reply To: Samuel A. Goszer
Practice carried on through Samuel A. Goszer Law Corporation
Direct Line: 204-594-1333
Fax: (204) 942-3362
Email: goszer@dehslaw.com

Assistant: Violet Ronnebeck
Direct Line: 204-594-1310
ronnebeck@dehslaw.com

File No.: 190275-1902

28 May 2019

Bridging Finance Inc.
77 King Street West,
Toronto, ON M5K 1K7

Attention: Jacob Dockstator

-and-

Chaitons LLP
5000 Yonge Street,
North York, ON M2N 7E9

Attention: Phillip Taylor

Sir:

Re: Bridging Finance Inc. (the "Lender") financing

- Co-borrowers:**
- **Dakota Plains First Nation**
 - **356 Assiniboine Avenue Ltd.**
 - **Dakota Plains First Nation Real Estate GP Co. Ltd. (the "REGP")**
 - **Dakota Plains First Nation Economics Development Corporation**
 - **Dakota Plains First Nation Management Co. Ltd. (the "APGP")**
 - **Dakota Plains First Nation Real Estate Limited Partnership (the "RELP")**
 - **Dakota Plains First Nation Active Pursuits Limited Partnership (the "APLP")**

Subject lands: **356 Assiniboine Avenue, Winnipeg, Manitoba (the "Lands")**

We have acted on behalf of the Co-borrowers in relation to the above referenced financing (the "Borrowers" and each a "Borrower") in all legal matters, save and except for the closing of the transaction being handled by Brenda Johnston of Cochrane Saxberg, Barristers & Solicitors, relating to the aforesaid financing and mortgages in favour of the Lender (the "Secured Party"). Except as otherwise noted herein, all documents and agreement are dated 21 May 2019.

Documents:

We enclose all of the below listed documents (hereinafter referred to as the "Agreements").

A. Dakota Plains First Nation		
1.		Term Sheet
2.		Demand Promissory Note
3.		Security Agreement
4.		S. 89 Indian Act Waiver
5.		Band Counsel Resolution
B. 356 Assiniboine Avenue Ltd.		
1.		Demand Promissory Note
2.		Mortgage with Standard Charge Terms over 356 Assiniboine Ave <i>[registered copy to follow upon receipt]</i>
3.		General Assignment of Rents over 356 Assiniboine Ave
4.		General Security Agreement
5.		Assignment of Insurance Monies
6.		Subordination Agreement
C. Dakota Plains First Nation Active Pursuits Limited Partnership		
1.		Demand Promissory Note
2.		General Security Agreement
D. Dakota Plains Management Co. Ltd.		
1.		Demand Promissory Note
2.		General Security Agreement
E. Dakota Plains First Nation Real Estate Limited Partnership		
1.		Demand Promissory Note
2.		General Security Agreement
3.		Subordination Agreement
F. Dakota Plains First Nation Real Estate GP Co. Ltd.		
1.		Demand Promissory Note
2.		General Security Agreement
3.		Subordination Agreement
G. Dakota Plains First Nation Economics Development Corporation		
1.		Demand Promissory Note

2.	General Security Agreement
----	----------------------------

Examinations:

The Borrowers are all corporations incorporated under The Corporations Act (Manitoba), or limited partnership registered under The Business Names Registration Act (Manitoba).

For the purposes hereof, we have examined the following documentation and made such other investigations as we consider appropriate:

1. the Agreements;
2. the Certificates of Status issued pursuant to The Corporations Act (Manitoba) respecting each of the Borrowers except the RELP and the APLP;
3. the Certificates of Status issued pursuant to The Business Names Registration Act (Manitoba) respecting each of the RELP and the APLP;
4. a certified copy of the resolution of the Directors or sole Director, as applicable, of each of the Borrowers, including of the REGP and the APGP in respect of the RELP and the APLP respectively certifying that the said Directors or sole Director, as applicable, have authorized the applicable Borrower to create and issue the Agreements as applicable in favour of the Secured Party; and
5. an Officer's Certificate for each of the Borrowers except the RELP and the APLP, as applicable (the "**Officer's Certificates**");

and in examining such documents and the other documents referred to herein (which includes records, instruments and certificates), we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity with originals of all items submitted to us as copies (certified or otherwise), and the identity and capacity of all individuals.

The opinions expressed herein have been furnished at your request and are solely for your benefit and may not be relied upon by any other person or furnished to any other person without our prior written consent, and such opinions are limited to the matters expressly stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated herein. The opinions expressed herein are given as of the date of this letter and we undertake no responsibility to advise you of any change in any laws or facts which may hereafter occur and which may affect our opinions.

We are qualified to practice law only in the Province of Manitoba. The opinions expressed herein are limited to the laws of the Province of Manitoba and the federal laws of Canada applicable therein. We are not qualified to practice in, or to express an opinion as to the laws of, any other jurisdiction.

Opinion:

Based upon and subject to the foregoing, we are of the opinion that:

1. The corporate Borrowers:
 - (a) have each been duly incorporated and organized and are validly existing under the laws of Manitoba;
 - (b) each have the corporate power and capacity to own their property and to carry on the business carried on by each of them;
 - (c) each have the corporate power and capacity to carry out and perform each and every of its obligations under the Agreements; and
 - (d) are each not in default with respect to the filing of Annual Returns to the Manitoba Companies Office.
2. The making, execution and delivery of the Agreements are within the power and capacity of the Borrowers, each of the Agreements have been duly authorized by all necessary corporate, partnership or other action on the part of the respective Borrowers, and the Agreements have each been duly executed and delivered by the Borrowers (or, in the case of the RELP and the APLP, the REGP and the APGP respectively).
3. The execution and delivery of the Agreements by the Borrowers and performance by the Borrowers of their obligations thereunder do not and will not violate or contravene or conflict with or constitute a breach of:
 - (a) the constating documents, by-laws or resolutions of the Borrowers, or any of them;
 - (b) the provisions or requirements of any applicable law, statute, rule or regulation of the Province of Manitoba or of Canada;
 - (c) to our knowledge and relying on the Officer's Certificates, any judgment, order or decree of any court, agency, tribunal, arbitrator or other authority to which the Borrower is subject; or
 - (d) to our knowledge and relying on the Officer's Certificates, any of the terms, provisions or conditions of any agreement, indenture, instrument or other document to which the Borrowers are party or by which it or any of each of their property or assets is or may be bound or subject.
4. To our knowledge and relying on the Officer's Certificates, no action, suit or proceeding is pending or threatened against the Borrowers or its directors or officers before any court, administrative board or other tribunal, or other authority with jurisdiction in connection with the business or affairs (financial or otherwise) of the Borrowers, nor are the Borrowers subject to any existing judgment, order or decree which, in either case,

might materially adversely affect the Borrowers in the operation of their respective businesses or the ownership of their respective property, or which would prevent, hamper or render illegal the transactions contemplated or provided for by the Agreements.

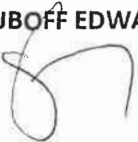
5. No approval, authorization, consent, permit or other action by, or filing with, any governmental body or authority or any regulatory agency, body or tribunal having jurisdiction in the Province of Manitoba is required in connection with the execution and delivery by the Borrowers, or any of them, of any of the Agreements and the performance of its obligations thereunder.
6. 356 Assiniboine Avenue Ltd., as bare trustee for the RELP, is acquiring the Lands free and clear of any charges or encumbrances other than those expressly permitted by the Lender and the security being granted to the Lender in the Lands shall be first mortgage priority on account of the Borrowers, or any of them, after the applicable closing date having good, valid and marketable title to the Lands, free and clear of all security and other charges, save as disclosed to the Lender at this time.

The foregoing opinion is subject to the following qualifications:

- A. the opinion expressed herein is for the sole benefit of the addressees and their successors and assignee of this letter with respect of the transactions referred to herein and may not be relied upon by any other persons or in respect of any other transaction without our express written consent;
- B. the qualification that our opinion is confined to the matters expressly referred to herein and, unless expressly stated, does not extend or apply to matters outside the laws of the Province of Manitoba and the laws of Canada applicable therein; and
- C. as used herein, the phrase "to our knowledge" means the conscious awareness Samuel A. Goszer, of this firm, being those individuals in our firm who had significant involvement in preparation of the Agreements or this opinion.

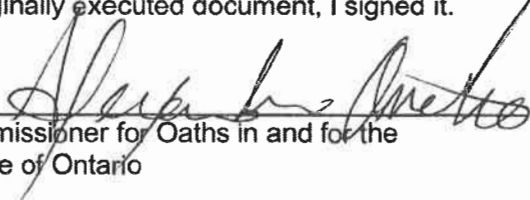
Yours very truly,

DUBOFF EDWARDS HAIGHT & SC HACHTER LAW CORPORATION



This is **Exhibit "R"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.


A Commissioner for Oaths in and for the
Province of Ontario



IRREVOCABLE DIRECTION RE FUNDS

TO: Bridging Finance Inc., as agent ("BFI")
AND TO: Chaitons LLP ("Chaitons")
RE: Term Sheet dated March 22, 2019 issued by BFI to Dakota Plains First Nation, as amended (the "Term Sheet")
DATE: May 22, 2019

WHEREAS pursuant to the provisions of the Term Sheet (all capitalized terms not defined herein shall have the meanings ascribed thereto in the Term Sheet), BFI has agreed to make certain accommodations of credit available to the undersigned;


NOW THEREFORE the undersigned hereby irrevocably authorize and direct BFI and Chaitons to make the following payments out of the advance of \$5,555,000 and this shall be BFI's and Chaitons' good and sufficient authority for so doing (all amounts in CAD\$ unless otherwise indicated):

- | | | |
|----|--|--------------|
| 1. | to BFI in respect of the Work Fee (HST to be determined); | \$55,000.00 |
| 2. | to Cushman & Wakefield Stevenson in respect of the second deposit and wire fee, to the wire particulars set out in Schedule "A"; | \$300,015.00 |
| 3. | to HLC Consulting in respect of the property condition assessment, by cheque to be delivered by BFI; | \$2,940.00 |
| 4. | to Barnes & Duncan in respect of the building location certificate, by cheque to be delivered by BFI; | \$1,040.50 |
| 5. | to Fusion Capital Corporation in respect of reimbursement of the following:
(a) Cochrane Saxberg LLP, in respect of retainer for legal fees - \$3,000;
(b) Cushman & Wakefield Stevenson in respect of the first deposit - \$25,000; and
(c) City of Winnipeg, in respect of plans - \$401.26;
by cheque to be delivered by BFI; | \$28,401.26 |
| 6. | to Chaitons LLP, in trust, in respect of its fees plus HST and estimated disbursements to closing; | \$10,000.00 |
| 7. | to Duboff Edwards Haight & Schacter Law Corporation, in trust, in respect of fees plus HST and estimated disbursements to the wire particulars set out in Schedule "A" or as it may further, in writing, direct. | \$16,500.00 |

The balance shall be held by Chaitons LLP in trust in accordance with the terms for of the Term Sheet.

DATED as of the date first written above.

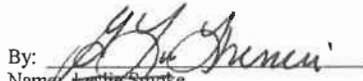
DAKOTA PLAINS FIRST NATION

By: 
Name: Orville Smoke
Title: Chief

By: 
Name:
Title: Woman's Council Representative


By: 
Name:
Title: Youth Council Representative

By: 
Name:
Title: Elder's Council Representative

By: 
Name: Leslie Smoke
Title: Councillor


GWON HAPPEENIERE
We have authority to bind the First Nation.

356 ASSINIBOINE AVENUE LTD.

By: 
Name: Craig J. Blacksmith
Title: President


I have authority to bind the corporation.

DAKOTA PLAINS FIRST NATION ACTIVE PURSUITS LIMITED PARTNERSHIP
By its General Partner,
DAKOTA PLAINS FIRST NATION MANAGEMENT CO. LTD.

By: 
Name: Craig J. Blacksmith
Title: President

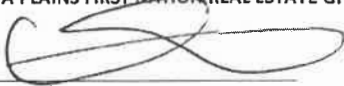
I have authority to bind the partnership.

DAKOTA PLAINS FIRST NATION MANAGEMENT CO. LTD.

By: 
Name: Craig J. Blacksmith
Title: President

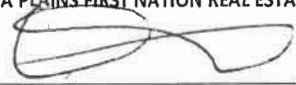
I have authority to bind the corporation.

DAKOTA PLAINS FIRST NATION REAL ESTATE LIMITED PARTNERSHIP
By Its General Partner,
DAKOTA PLAINS FIRST NATION REAL ESTATE GP CO. LTD.

By: 
Name: Craig J. Blacksmith
Title: President

I have authority to bind the partnership.

DAKOTA PLAINS FIRST NATION REAL ESTATE GP CO. LTD.

By: 
Name: Craig J. Blacksmith
Title: President

I have authority to bind the corporation.

DAKOTA PLAINS FIRST NATION ECONOMICS DEVELOPMENT CORPORATION

By: 
Name: Craig J. Blacksmith
Title: President

I have authority to bind the corporation.

SCHEDULE "A"

2. CW Winnipeg Inc.
o/a Cushman & Wakefield Winnipeg
260 St. Mary Ave., Unit 200
Winnipeg, MB R3C 0M6
Canadian Imperial Bank of Commerce
1 Lombard Place, 375 Main Street
Winnipeg, MB R3C 2P3
Transit: 00007 010
Account: 76 69917

6. Chaitons LLP
5000 Yonge Street
10th Floor
Toronto, Ontario
M2N 7E9
Bank of Montreal
4841 Yonge Street
North York, ON
M2N 5X2
24892 – 1029662

7. Duboff Edwards Haight & Schachter Law Corporation
155 Carlton St., Suite 1900
Winnipeg, Manitoba
R3C 3H8
TD Canada Trust
Unit A-12 Shopes of Winnipeg Square
Winnipeg, Manitoba
R3C 3Z8
Transit: 63307
Account: 0668323



IRREVOCABLE DIRECTION RE FUNDS

TO: Bridging Finance Inc., as agent ("BFI")
AND TO: Chaitons LLP ("Chaitons")
RE: Term Sheet dated March 22, 2019 issued by BFI to Dakota Plains First Nation, as amended (the "Term Sheet")
DATE: May 28, 2019

WHEREAS pursuant to the provisions of the Term Sheet (all capitalized terms not defined herein shall have the meanings ascribed thereto in the Term Sheet), BFI has agreed to make certain accommodations of credit available to the undersigned;

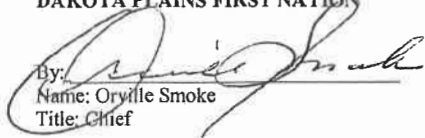
NOW THEREFORE the undersigned hereby irrevocably authorize and direct BFI and Chaitons to make the following payments out of the original advance of \$5,555,000 in respect of the Term Sheet and this shall be BFI's and Chaitons' good and sufficient authority for so doing (all amounts in CAD\$ unless otherwise indicated):

1. to Cochran Saxberg, In Trust, in respect of the balance due for the purchase of 356 Assiniboine Avenue, Winnipeg, Manitoba and costs related thereto, to the wire particulars set out in Schedule "A". \$1,151,439.85

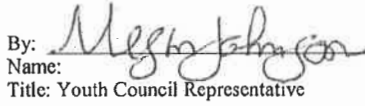
The balance shall be held by Chaitons LLP in trust in accordance with the terms for of the Term Sheet.


DATED as of the date first written above.

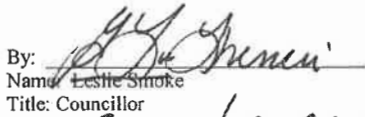
DAKOTA PLAINS FIRST NATION

By: 
Name: Orville Smoke
Title: Chief

By: 
Name:
Title: Woman's Council Representative

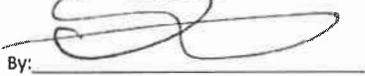
By: 
Name:
Title: Youth Council Representative

By: 
Name:
Title: Elder's Council Representative

By: 
Name: Leslie Smoke
Title: Councillor


GWON HAPDENIERE
We have authority to bind the First Nation.

356 ASSINIBOINE AVENUE LTD.


By:
Name: Craig J. Blacksmith
Title: President

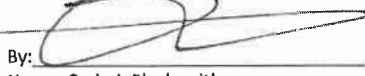
I have authority to bind the corporation.

DAKOTA PLAINS FIRST NATION ACTIVE PURSUITS LIMITED PARTNERSHIP
By Its General Partner,
DAKOTA PLAINS FIRST NATION MANAGEMENT CO. LTD.


By:
Name: Craig J. Blacksmith
Title: President


I have authority to bind the partnership.

DAKOTA PLAINS FIRST NATION MANAGEMENT CO. LTD.


By:
Name: Craig J. Blacksmith
Title: President


I have authority to bind the corporation.

DAKOTA PLAINS FIRST NATION REAL ESTATE LIMITED PARTNERSHIP
By Its General Partner,
DAKOTA PLAINS FIRST NATION REAL ESTATE GP CO. LTD.

By: 
Name: Craig J. Blacksmith
Title: President


I have authority to bind the partnership.

DAKOTA PLAINS FIRST NATION REAL ESTATE GP CO. LTD.

By: 
Name: Craig J. Blacksmith
Title: President

I have authority to bind the corporation.

DAKOTA PLAINS FIRST NATION ECONOMICS DEVELOPMENT CORPORATION

By: 
Name: Craig J. Blacksmith
Title: President

I have authority to bind the corporation.

SCHEDULE "A"

1. Cochrane Saxberg
201 – 211 Bannatyne Ave.
Winnipeg, Manitoba R3B 3P2
Canadian Imperial Bank of Commerce
1 Lombard Place
Winnipeg, Manitoba R3C 2P3
Transit: 00007
Account No. 46-69711



IRREVOCABLE DIRECTION RE FUNDS

TO: Bridging Finance Inc., as agent ("BFI")
AND TO: Chaitons LLP ("Chaitons")
RE: Term Sheet dated March 22, 2019 issued by BFI to Dakota Plains First Nation, as amended (the "Term Sheet")
DATE: May 28, 2019

WHEREAS pursuant to the provisions of the Term Sheet (all capitalized terms not defined herein shall have the meanings ascribed thereto in the Term Sheet), BFI has agreed to make certain accommodations of credit available to the undersigned;

NOW THEREFORE the undersigned hereby irrevocably authorize and direct BFI and Chaitons to make the following payments out of the original advance of \$5,555,000 in respect of the Term Sheet and this shall be BFI's and Chaitons' good and sufficient authority for so doing (all amounts in CAD\$ unless otherwise indicated):

1. to Fusion Asset Management Ltd, in respect of the developer fee, to the wire particulars set out in Schedule "A". \$232,312.50

The balance shall be held by Chaitons LLP in trust in accordance with the terms for of the Term Sheet.

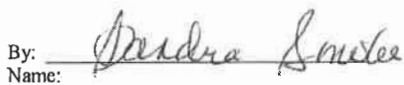
DATED as of the date first written above.


DAKOTA PLAINS FIRST NATION

By: 
Name: Oryille Smoke
Title: Chief

By: 
Name:
Title: Woman's Council Representative

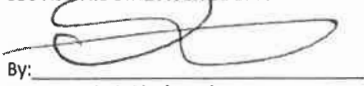
By: 
Name:
Title: Youth Council Representative

By: 
Name:
Title: Elder's Council Representative

By: 
Name: Leslie Smoke
Title: Councillor

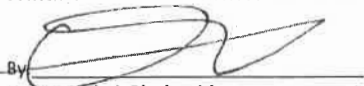
GWON HAPRENIERE
We have authority to bind the First Nation.

356 ASSINIBOINE AVENUE LTD.


By:
Name: Craig J. Blacksmith
Title: President

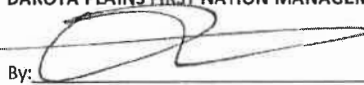
I have authority to bind the corporation.

DAKOTA PLAINS FIRST NATION ACTIVE PURSUITS LIMITED PARTNERSHIP
By Its General Partner,
DAKOTA PLAINS FIRST NATION MANAGEMENT CO. LTD.


By:
Name: Craig J. Blacksmith
Title: President

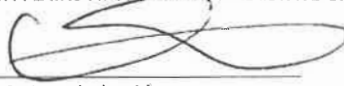
I have authority to bind the partnership.

DAKOTA PLAINS FIRST NATION MANAGEMENT CO. LTD.


By:
Name: Craig J. Blacksmith
Title: President


I have authority to bind the corporation.

DAKOTA PLAINS FIRST NATION REAL ESTATE LIMITED PARTNERSHIP
By Its General Partner,
DAKOTA PLAINS FIRST NATION REAL ESTATE GP CO. LTD.

By: 
Name: Craig J. Blacksmith
Title: President

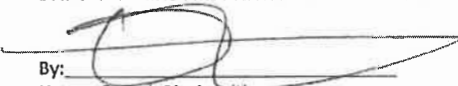
I have authority to bind the partnership.

DAKOTA PLAINS FIRST NATION REAL ESTATE GP CO. LTD.

By: 
Name: Craig J. Blacksmith
Title: President

I have authority to bind the corporation.

DAKOTA PLAINS FIRST NATION ECONOMICS DEVELOPMENT CORPORATION

By: 
Name: Craig J. Blacksmith
Title: President

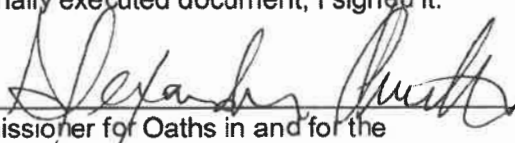
I have authority to bind the corporation.

SCHEDULE "A"

1. Fusion Asset Management Ltd.
Canadian Western Bank
Winnipeg Kenaston
125 Nature Park Way
Winnipeg, MB R3P 0Y6
Transit: 00227 030
Account: 101011423648

This is **Exhibit "S"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.


A Commissioner for Oaths in and for the
Province of Ontario

SECURITY AGREEMENT

TO: Bridging Finance Inc., as agent
77 King Street West
Suite 2925
Toronto, ON
M5K 1K7

Attention: Graham Marr
Facsimile: (416) 633-4959

DATE: 21 May 2019

356 Assiniboine Avenue Ltd. (the "Debtor") is indebted or liable or may become indebted or liable to Bridging Finance Inc., as agent (the "Creditor") and for valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by the Debtor, the Debtor hereby agrees in favour of the Creditor as follows:

1. Security Interest.

- (a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").
- (b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".
- (c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.
- (d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").
- (e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".
- (f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.
- (g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.
- (h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.

2. Indebtedness Secured.

The Security Interest granted hereby secures payment and satisfaction of any and all obligations, indebtedness and liability of the Debtor to the Creditor (including interest thereon), present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Obligations"). If the Security Interest in the Collateral is not sufficient to

satisfy all Obligations of the Debtor, the Debtor acknowledges and agrees that the Debtor shall continue to be liable for any Obligations remaining outstanding and the Creditor shall be entitled to pursue full payment thereof.

3. **Covenants Of The Debtor.** So long as this Agreement remains in effect, the Debtor covenants and agrees to do, execute, acknowledge and deliver such financing statements and further assignments, transfers, documents, acts, matters and things as may be reasonably requested by the Creditor of or with respect to the Collateral in order to give effect to this Agreement and to pay all costs for searches and filings in connection therewith; and, after the occurrence of a default under this Agreement or any other agreement in favour of the Lender (an "Event of Default"), the Debtor hereby appoints the Creditor or any officer or manager from time to time of the Creditor the irrevocable attorney of the Debtor (with full power of substitution and delegation) to sign all documents and take such action as may be required to give effect to this provision;

4. **Remedies.** The Creditor shall have the rights remedies set out under the PPSA including, without limitation, the appointment of a receiver (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager).

5. **Governing Law; Attornment.** This Agreement will be governed by and construed in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein as the same may from time to time be in effect, including, where applicable, the PPSA. Without prejudice to the ability of the Creditor to enforce this Agreement in any other proper jurisdiction, the Debtor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of such Province. To the extent permitted by applicable law, the Debtor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that the Creditor shall have the right to bring or respond to any action or proceeding against the Debtor or its respective property in the courts of any other jurisdiction which the Creditor deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against the Debtor or its property).

6. **Successors and Assigns.** This Agreement will extend and enure to the benefit of the Creditor and its successors and assigns and will be binding upon the Debtor and its successors. The Debtor's obligations hereunder will not be assigned or delegated. The Creditor may from time to time, and without notice to or the consent of the Debtor, assign or transfer all or any of the Obligations or any interest therein.

7. **Severability.** If any provision of this Agreement is determined to be illegal, unconscionable or unenforceable, all other terms and provisions hereof will nevertheless remain effective and will be enforced to the fullest extent permitted by law. Notwithstanding anything herein to the contrary, provisions incapable of waiver or variance by the Debtor, shall be deemed to be amended to the extent necessary to give effect to the said provisions without in any way affecting any other provision or provisions herein.

8. **Communication.** Any communication required or permitted to be given under this Agreement will be in writing and will be effectively given if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent prepaid by facsimile transmission or other similar means of electronic communication, in each case to the address or facsimile number of the Debtor or Creditor set out in this Agreement. Any communication so given will be deemed to have been given and to have been received on the day of delivery if so delivered, or on the day of facsimile transmission or sending by other means of recorded electronic communication provided that such day is a business day and the communication is so delivered or sent prior to 4:30 p.m. (local time at the place of receipt). Otherwise, such communication will be deemed to have been given and to have been received on the following business day. Any communication sent by mail will be deemed to have been given and to have been received on the fifth business day following mailing, provided that no disruption of postal service is in effect. The Debtor and the Creditor may from time to time change their respective addresses or facsimile numbers for notice by giving notice to the other in accordance with the provisions of this **Section 8**.

9. **Representations and Warranties.** The Debtor represents and warrants to the Creditor, upon each of which representations and warranties the Creditor specifically relies, as follows:

(a) **Consents.** No consent, approval or authorization of, or declaration, registration, filing or qualification with, or giving of notice to, or taking of any other action, in respect of, any Person, governmental authority or agency is required on the part of the Debtor in connection with the execution and delivery and enforcement of this Agreement.

(b) **Due Execution, etc.** This Agreement has been duly executed and delivered by or on behalf of the Debtor and constitutes a valid and binding obligation of the Debtor enforceable in accordance with its terms, except as enforceability may be limited by any bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(c) **No Default, etc.** Neither the execution nor the delivery of this Agreement, the consummation of the transactions herein contemplated, nor compliance with the terms, conditions and provisions hereof conflicts with or will conflict with, or results or will result in, any breach of, or constitutes a default under any of the provisions of any agreement or instrument to which the Debtor is a party or by which the Debtor, or any of its property or assets are bound or (except as contemplated by this Agreement) results or will result in the creation or imposition of any encumbrance upon any of the properties or assets of the Debtor or results or will result in the contravention of any law or rule or regulation to which the Debtor or its property or assets are subject and as a consequence of which the ability of the Debtor to perform its obligations under this Agreement is or would likely be adversely affected.

(d) **No Prior Encumbrances, etc.** The Collateral is owned by the Debtor free and clear of any and all liens, security interests, charges, leasehold interests or other encumbrances other than encumbrances consented to in writing by the Creditor.

10. Interpretation. Unless otherwise expressly provided in this Agreement, if any matter in this Agreement is subject to the consent or approval of the Creditor or is to be acceptable to the Creditor, such consent, approval or determination of acceptability will be in the sole discretion of the Creditor. If any provision in this Agreement refers to any action taken or to be taken by the Debtor, or which the Debtor is prohibited from taking, such provision will be interpreted to include any and all means, direct or indirect, of taking, or not taking, such action. The division of this Agreement into sections and paragraphs, and the insertion of headings, is for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. When used in this Agreement, the word "including" (or includes) means "including (or includes) without limitation". Any reference in this Agreement to a "Section" means the relevant Section of this Agreement. If more than one person executes this Agreement, their obligations under this Agreement are joint and several. Any reference in this Agreement to a "person" will be deemed to include an individual, Debtor, partnership, trust, unincorporated organization, government and the heirs, executors, administrators or other legal representatives of an individual. Any reference to a "business day" will be deemed to include any day which is not a Saturday, Sunday or a statutory holiday in the jurisdiction referred to in the "Governing Law; Attornment" Section of this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed by be an original and all of which taken together shall constitute one and the same agreement. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

12. Copy of Agreement. The Debtor acknowledges receipt of an executed copy of this Agreement.

[signature page follows]

Dated as of the date first written above.

356 Assiniboine Avenue Ltd.



By: _____
Name: Craig J. Blacksmith
Title: President

I have authority to bind the corporation.

Address:
356 Assiniboine Avenue Ltd.
365 Assiniboine Avenue
Winnipeg, MB
Fax:
Attention: Craig Blacksmith

SECURITY AGREEMENT

TO: Bridging Finance Inc., as agent
77 King Street West
Suite 2925
Toronto, ON
M5K 1K7

Attention: Graham Marr
Facsimile: (416) 633-4959

DATE: 21 May 2019

Dakota Plains First Nation Economics Development Corporation (the "Debtor") is indebted or liable or may become indebted or liable to Bridging Finance Inc., as agent (the "Creditor") and for valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by the Debtor, the Debtor hereby agrees in favour of the Creditor as follows:

1. Security Interest.

- (a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").
- (b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".
- (c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.
- (d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").
- (e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".
- (f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.
- (g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.
- (h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.

2. Indebtedness Secured.

The Security Interest granted hereby secures payment and satisfaction of any and all obligations, indebtedness and liability of the Debtor to the Creditor (including interest thereon), present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Obligations"). If the Security Interest in the Collateral is not sufficient to

satisfy all Obligations of the Debtor, the Debtor acknowledges and agrees that the Debtor shall continue to be liable for any Obligations remaining outstanding and the Creditor shall be entitled to pursue full payment thereof.

3. **Covenants Of The Debtor.** So long as this Agreement remains in effect, the Debtor covenants and agrees to do, execute, acknowledge and deliver such financing statements and further assignments, transfers, documents, acts, matters and things as may be reasonably requested by the Creditor of or with respect to the Collateral in order to give effect to this Agreement and to pay all costs for searches and filings in connection therewith; and, after the occurrence of a default under this Agreement or any other agreement in favour of the Lender (an "Event of Default"), the Debtor hereby appoints the Creditor or any officer or manager from time to time of the Creditor the irrevocable attorney of the Debtor (with full power of substitution and delegation) to sign all documents and take such action as may be required to give effect to this provision;

4. **Remedies.** The Creditor shall have the rights remedies set out under the PPSA including, without limitation, the appointment of a receiver (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager).

5. **Governing Law; Attornment.** This Agreement will be governed by and construed in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein as the same may from time to time be in effect, including, where applicable, the PPSA. Without prejudice to the ability of the Creditor to enforce this Agreement in any other proper jurisdiction, the Debtor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of such Province. To the extent permitted by applicable law, the Debtor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that the Creditor shall have the right to bring or respond to any action or proceeding against the Debtor or its respective property in the courts of any other jurisdiction which the Creditor deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against the Debtor or its property).

6. **Successors and Assigns.** This Agreement will extend and enure to the benefit of the Creditor and its successors and assigns and will be binding upon the Debtor and its successors. The Debtor's obligations hereunder will not be assigned or delegated. The Creditor may from time to time, and without notice to or the consent of the Debtor, assign or transfer all or any of the Obligations or any interest therein.

7. **Severability.** If any provision of this Agreement is determined to be illegal, unconscionable or unenforceable, all other terms and provisions hereof will nevertheless remain effective and will be enforced to the fullest extent permitted by law. Notwithstanding anything herein to the contrary, provisions incapable of waiver or variance by the Debtor, shall be deemed to be amended to the extent necessary to give effect to the said provisions without in any way affecting any other provision or provisions herein.

8. **Communication.** Any communication required or permitted to be given under this Agreement will be in writing and will be effectively given if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent prepaid by facsimile transmission or other similar means of electronic communication, in each case to the address or facsimile number of the Debtor or Creditor set out in this Agreement. Any communication so given will be deemed to have been given and to have been received on the day of delivery if so delivered, or on the day of facsimile transmission or sending by other means of recorded electronic communication provided that such day is a business day and the communication is so delivered or sent prior to 4:30 p.m. (local time at the place of receipt). Otherwise, such communication will be deemed to have been given and to have been received on the following business day. Any communication sent by mail will be deemed to have been given and to have been received on the fifth business day following mailing, provided that no disruption of postal service is in effect. The Debtor and the Creditor may from time to time change their respective addresses or facsimile numbers for notice by giving notice to the other in accordance with the provisions of this Section 8.

9. **Representations and Warranties.** The Debtor represents and warrants to the Creditor, upon each of which representations and warranties the Creditor specifically relies, as follows:

(a) **Consents.** No consent, approval or authorization of, or declaration, registration, filing or qualification with, or giving of notice to, or taking of any other action, in respect of, any Person, governmental authority or agency is required on the part of the Debtor in connection with the execution and delivery and enforcement of this Agreement.

(b) **Due Execution, etc.** This Agreement has been duly executed and delivered by or on behalf of the Debtor and constitutes a valid and binding obligation of the Debtor enforceable in accordance with its terms, except as enforceability may be limited by any bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(c) **No Default, etc.** Neither the execution nor the delivery of this Agreement, the consummation of the transactions herein contemplated, nor compliance with the terms, conditions and provisions hereof conflicts with or will conflict with, or results or will result in, any breach of, or constitutes a default under any of the provisions of any agreement or instrument to which the Debtor is a party or by which the Debtor, or any of its property or assets are bound or (except as contemplated by this Agreement) results or will result in the creation or imposition of any encumbrance upon any of the properties or assets of the Debtor or results or will result in the contravention of any law or rule or regulation to which the Debtor or its property or assets are subject and as a consequence of which the ability of the Debtor to perform its obligations under this Agreement is or would likely be adversely affected.

(d) **No Prior Encumbrances, etc.** The Collateral is owned by the Debtor free and clear of any and all liens, security interests, charges, leasehold interests or other encumbrances other than encumbrances consented to in writing by the Creditor.

10. **Interpretation.** Unless otherwise expressly provided in this Agreement, if any matter in this Agreement is subject to the consent or approval of the Creditor or is to be acceptable to the Creditor, such consent, approval or determination of acceptability will be in the sole discretion of the Creditor. If any provision in this Agreement refers to any action taken or to be taken by the Debtor, or which the Debtor is prohibited from taking, such provision will be interpreted to include any and all means, direct or indirect, of taking, or not taking, such action. The division of this Agreement into sections and paragraphs, and the insertion of headings, is for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. When used in this Agreement, the word "including" (or includes) means "including (or includes) without limitation". Any reference in this Agreement to a "Section" means the relevant Section of this Agreement. If more than one person executes this Agreement, their obligations under this Agreement are joint and several. Any reference in this Agreement to a "person" will be deemed to include an individual, Debtor, partnership, trust, unincorporated organization, government and the heirs, executors, administrators or other legal representatives of an individual. Any reference to a "business day" will be deemed to include any day which is not a Saturday, Sunday or a statutory holiday in the jurisdiction referred to in the "Governing Law; Attornment" Section of this Agreement.

11. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed by be an original and all of which taken together shall constitute one and the same agreement. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

12. **Copy of Agreement.** The Debtor acknowledges receipt of an executed copy of this Agreement.

[signature page follows]

Dated as of the date first written above.

Dakota Plains First Nation Economics Development Corporation

By:

Name: Craig J. Blacksmith

Title: President

I have authority to bind the corporation.

Address:

Dakota Plains First Nation Economics Development Corporation

365 Assiniboine Avenue

Winnipeg, MB

Fax:

Attention: Craig Blacksmith

SECURITY AGREEMENT

TO: Bridging Finance Inc., as agent
77 King Street West
Suite 2925
Toronto, ON
M5K 1K7

Attention: Graham Marr
Facsimile: (416) 633-4959

DATE: 21 May 2019

Dakota Plains First Nation Management Co. Ltd. (the "Debtor") is indebted or liable or may become indebted or liable to Bridging Finance Inc., as agent (the "Creditor") and for valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by the Debtor, the Debtor hereby agrees in favour of the Creditor as follows:

1. Security Interest.

- (a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").
- (b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".
- (c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.
- (d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").
- (e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".
- (f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.
- (g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.
- (h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.

2. Indebtedness Secured.

The Security Interest granted hereby secures payment and satisfaction of any and all obligations, indebtedness and liability of the Debtor to the Creditor (including interest thereon), present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Obligations"). If the Security Interest in the Collateral is not sufficient to

satisfy all Obligations of the Debtor, the Debtor acknowledges and agrees that the Debtor shall continue to be liable for any Obligations remaining outstanding and the Creditor shall be entitled to pursue full payment thereof.

3. **Covenants Of The Debtor.** So long as this Agreement remains in effect, the Debtor covenants and agrees to do, execute, acknowledge and deliver such financing statements and further assignments, transfers, documents, acts, matters and things as may be reasonably requested by the Creditor of or with respect to the Collateral in order to give effect to this Agreement and to pay all costs for searches and filings in connection therewith; and, after the occurrence of a default under this Agreement or any other agreement in favour of the Lender (an "Event of Default"), the Debtor hereby appoints the Creditor or any officer or manager from time to time of the Creditor the irrevocable attorney of the Debtor (with full power of substitution and delegation) to sign all documents and take such action as may be required to give effect to this provision;
4. **Remedies.** The Creditor shall have the rights remedies set out under the PPSA including, without limitation, the appointment of a receiver (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager).
5. **Governing Law; Attornment.** This Agreement will be governed by and construed in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein as the same may from time to time be in effect, including, where applicable, the PPSA. Without prejudice to the ability of the Creditor to enforce this Agreement in any other proper jurisdiction, the Debtor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of such Province. To the extent permitted by applicable law, the Debtor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that the Creditor shall have the right to bring or respond to any action or proceeding against the Debtor or its respective property in the courts of any other jurisdiction which the Creditor deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against the Debtor or its property).
6. **Successors and Assigns.** This Agreement will extend and enure to the benefit of the Creditor and its successors and assigns and will be binding upon the Debtor and its successors. The Debtor's obligations hereunder will not be assigned or delegated. The Creditor may from time to time, and without notice to or the consent of the Debtor, assign or transfer all or any of the Obligations or any interest therein.
7. **Severability.** If any provision of this Agreement is determined to be illegal, unconscionable or unenforceable, all other terms and provisions hereof will nevertheless remain effective and will be enforced to the fullest extent permitted by law. Notwithstanding anything herein to the contrary, provisions incapable of waiver or variance by the Debtor, shall be deemed to be amended to the extent necessary to give effect to the said provisions without in any way affecting any other provision or provisions herein.
8. **Communication.** Any communication required or permitted to be given under this Agreement will be in writing and will be effectively given if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent prepaid by facsimile transmission or other similar means of electronic communication, in each case to the address or facsimile number of the Debtor or Creditor set out in this Agreement. Any communication so given will be deemed to have been given and to have been received on the day of delivery if so delivered, or on the day of facsimile transmission or sending by other means of recorded electronic communication provided that such day is a business day and the communication is so delivered or sent prior to 4:30 p.m. (local time at the place of receipt). Otherwise, such communication will be deemed to have been given and to have been received on the following business day. Any communication sent by mail will be deemed to have been given and to have been received on the fifth business day following mailing, provided that no disruption of postal service is in effect. The Debtor and the Creditor may from time to time change their respective addresses or facsimile numbers for notice by giving notice to the other in accordance with the provisions of this **Section 8**.
9. **Representations and Warranties.** The Debtor represents and warrants to the Creditor, upon each of which representations and warranties the Creditor specifically relies, as follows:
 - (a) **Consents.** No consent, approval or authorization of, or declaration, registration, filing or qualification with, or giving of notice to, or taking of any other action, in respect of, any Person, governmental authority or agency is required on the part of the Debtor in connection with the execution and delivery and enforcement of this Agreement.
 - (b) **Due Execution, etc.** This Agreement has been duly executed and delivered by or on behalf of the Debtor and constitutes a valid and binding obligation of the Debtor enforceable in accordance with its terms, except as enforceability may be limited by any bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).
 - (c) **No Default, etc.** Neither the execution nor the delivery of this Agreement, the consummation of the transactions herein contemplated, nor compliance with the terms, conditions and provisions hereof conflicts with or will conflict with, or results or will result in, any breach of, or constitutes a default under any of the provisions of any agreement or instrument to which the Debtor is a party or by which the Debtor, or any of its property or assets are bound or (except as contemplated by this Agreement) results or will result in the creation or imposition of any encumbrance upon any of the properties or assets of the Debtor or results or will result in the contravention of any law or rule or regulation to which the Debtor or its property or assets are subject and as a consequence of which the ability of the Debtor to perform its obligations under this Agreement is or would likely be adversely affected.
 - (d) **No Prior Encumbrances, etc.** The Collateral is owned by the Debtor free and clear of any and all liens, security interests, charges, leasehold interests or other encumbrances other than encumbrances consented to in writing by the Creditor.

10. **Interpretation.** Unless otherwise expressly provided in this Agreement, if any matter in this Agreement is subject to the consent or approval of the Creditor or is to be acceptable to the Creditor, such consent, approval or determination of acceptability will be in the sole discretion of the Creditor. If any provision in this Agreement refers to any action taken or to be taken by the Debtor, or which the Debtor is prohibited from taking, such provision will be interpreted to include any and all means, direct or indirect, of taking, or not taking, such action. The division of this Agreement into sections and paragraphs, and the insertion of headings, is for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. When used in this Agreement, the word "including" (or includes) means "including (or includes) without limitation". Any reference in this Agreement to a "Section" means the relevant Section of this Agreement. If more than one person executes this Agreement, their obligations under this Agreement are joint and several. Any reference in this Agreement to a "person" will be deemed to include an individual, Debtor, partnership, trust, unincorporated organization, government and the heirs, executors, administrators or other legal representatives of an individual. Any reference to a "business day" will be deemed to include any day which is not a Saturday, Sunday or a statutory holiday in the jurisdiction referred to in the "Governing Law; Attornment" Section of this Agreement.

11. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed by be an original and all of which taken together shall constitute one and the same agreement. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

12. **Copy of Agreement.** The Debtor acknowledges receipt of an executed copy of this Agreement.

[signature page follows]

Dated as of the date first written above.

Dakota Plains First Nation Management Co. Ltd.

By: 

Name: Craig J. Blacksmith

Title: President

I have authority to bind the corporation.

Address:

Dakota Plains First Nation Management Co. Ltd.

365 Assiniboine Avenue

Winnipeg, MB

Fax:

Attention: Craig Blacksmith

SECURITY AGREEMENT

TO: Bridging Finance Inc., as agent
77 King Street West
Suite 2925
Toronto, ON
M5K 1K7

Attention: Graham Marr
Facsimile: (416) 633-4959

DATE: 21 May 2019

Dakota Plains First Nation Active Pursuits Limited Partnership (the "Debtor") is indebted or liable or may become indebted or liable to Bridging Finance Inc., as agent (the "Creditor") and for valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by the Debtor, the Debtor hereby agrees in favour of the Creditor as follows:

1. Security Interest.

- (a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").
- (b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".
- (c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.
- (d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").
- (e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".
- (f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.
- (g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.
- (h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.

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The Security Interest granted hereby secures payment and satisfaction of any and all obligations, indebtedness and liability of the Debtor to the Creditor (including interest thereon), present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Obligations"). If the Security Interest in the Collateral is not sufficient to

satisfy all Obligations of the Debtor, the Debtor acknowledges and agrees that the Debtor shall continue to be liable for any Obligations remaining outstanding and the Creditor shall be entitled to pursue full payment thereof.

3. Covenants Of The Debtor. So long as this Agreement remains in effect, the Debtor covenants and agrees to do, execute, acknowledge and deliver such financing statements and further assignments, transfers, documents, acts, matters and things as may be reasonably requested by the Creditor of or with respect to the Collateral in order to give effect to this Agreement and to pay all costs for searches and filings in connection therewith; and, after the occurrence of a default under this Agreement or any other agreement in favour of the Lender (an "Event of Default"), the Debtor hereby appoints the Creditor or any officer or manager from time to time of the Creditor the irrevocable attorney of the Debtor (with full power of substitution and delegation) to sign all documents and take such action as may be required to give effect to this provision;

4. Remedies. The Creditor shall have the rights remedies set out under the PPSA including, without limitation, the appointment of a receiver (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager).

5. Governing Law; Attornment. This Agreement will be governed by and construed in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein as the same may from time to time be in effect, including, where applicable, the PPSA. Without prejudice to the ability of the Creditor to enforce this Agreement in any other proper jurisdiction, the Debtor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of such Province. To the extent permitted by applicable law, the Debtor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that the Creditor shall have the right to bring or respond to any action or proceeding against the Debtor or its respective property in the courts of any other jurisdiction which the Creditor deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against the Debtor or its property).

6. Successors and Assigns. This Agreement will extend and enure to the benefit of the Creditor and its successors and assigns and will be binding upon the Debtor and its successors. The Debtor's obligations hereunder will not be assigned or delegated. The Creditor may from time to time, and without notice to or the consent of the Debtor, assign or transfer all or any of the Obligations or any interest therein.

7. Severability. If any provision of this Agreement is determined to be illegal, unconscionable or unenforceable, all other terms and provisions hereof will nevertheless remain effective and will be enforced to the fullest extent permitted by law. Notwithstanding anything herein to the contrary, provisions incapable of waiver or variance by the Debtor, shall be deemed to be amended to the extent necessary to give effect to the said provisions without in any way affecting any other provision or provisions herein.

8. Communication. Any communication required or permitted to be given under this Agreement will be in writing and will be effectively given if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent prepaid by facsimile transmission or other similar means of electronic communication, in each case to the address or facsimile number of the Debtor or Creditor set out in this Agreement. Any communication so given will be deemed to have been given and to have been received on the day of delivery if so delivered, or on the day of facsimile transmission or sending by other means of recorded electronic communication provided that such day is a business day and the communication is so delivered or sent prior to 4:30 p.m. (local time at the place of receipt). Otherwise, such communication will be deemed to have been given and to have been received on the following business day. Any communication sent by mail will be deemed to have been given and to have been received on the fifth business day following mailing, provided that no disruption of postal service is in effect. The Debtor and the Creditor may from time to time change their respective addresses or facsimile numbers for notice by giving notice to the other in accordance with the provisions of this Section 8.

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(a) Consents. No consent, approval or authorization of, or declaration, registration, filing or qualification with, or giving of notice to, or taking of any other action, in respect of, any Person, governmental authority or agency is required on the part of the Debtor in connection with the execution and delivery and enforcement of this Agreement.

(b) Due Execution, etc. This Agreement has been duly executed and delivered by or on behalf of the Debtor and constitutes a valid and binding obligation of the Debtor enforceable in accordance with its terms, except as enforceability may be limited by any bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(c) No Default, etc. Neither the execution nor the delivery of this Agreement, the consummation of the transactions herein contemplated, nor compliance with the terms, conditions and provisions hereof conflicts with or will conflict with, or results or will result in, any breach of, or constitutes a default under any of the provisions of any agreement or instrument to which the Debtor is a party or by which the Debtor, or any of its property or assets are bound or (except as contemplated by this Agreement) results or will result in the creation or imposition of any encumbrance upon any of the properties or assets of the Debtor or results or will result in the contravention of any law or rule or regulation to which the Debtor or its property or assets are subject and as a consequence of which the ability of the Debtor to perform its obligations under this Agreement is or would likely be adversely affected.

(d) No Prior Encumbrances, etc. The Collateral is owned by the Debtor free and clear of any and all liens, security interests, charges, leasehold interests or other encumbrances other than encumbrances consented to in writing by the Creditor.

10. **Interpretation.** Unless otherwise expressly provided in this Agreement, if any matter in this Agreement is subject to the consent or approval of the Creditor or is to be acceptable to the Creditor, such consent, approval or determination of acceptability will be in the sole discretion of the Creditor. If any provision in this Agreement refers to any action taken or to be taken by the Debtor, or which the Debtor is prohibited from taking, such provision will be interpreted to include any and all means, direct or indirect, of taking, or not taking, such action. The division of this Agreement into sections and paragraphs, and the insertion of headings, is for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. When used in this Agreement, the word "including" (or includes) means "including (or includes) without limitation". Any reference in this Agreement to a "Section" means the relevant Section of this Agreement. If more than one person executes this Agreement, their obligations under this Agreement are joint and several. Any reference in this Agreement to a "person" will be deemed to include an individual, Debtor, partnership, trust, unincorporated organization, government and the heirs, executors, administrators or other legal representatives of an individual. Any reference to a "business day" will be deemed to include any day which is not a Saturday, Sunday or a statutory holiday in the jurisdiction referred to in the "Governing Law; Attornment" Section of this Agreement.

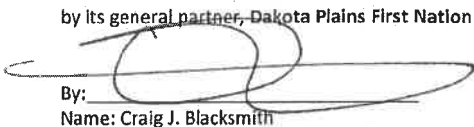
11. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

12. **Copy of Agreement.** The Debtor acknowledges receipt of an executed copy of this Agreement.

[signature page follows]

Dated as of the date first written above.

Dakota Plains First Nation Active Pursuits Limited Partnership
by its general partner, ~~Dakota Plains First Nation Management Co. Ltd.~~


By:
Name: Craig J. Blacksmith
Title: President

I have authority to bind the partnership.

Address:
Dakota Plains First Nation Management Co. Ltd.
365 Assiniboine Avenue
Winnipeg, MB
Fax:
Attention: Craig Blacksmith

SECURITY AGREEMENT

TO: Bridging Finance Inc., as agent
77 King Street West
Suite 2925
Toronto, ON
M5K 1K7

Attention: Graham Marr
Facsimile: (416) 633-4959

DATE: 21 May 2019

Dakota Plains First Nation Real Estate GP Co. Ltd. (the "Debtor") is indebted or liable or may become indebted or liable to Bridging Finance Inc., as agent (the "Creditor") and for valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by the Debtor, the Debtor hereby agrees in favour of the Creditor as follows:

1. Security Interest.

- (a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").
- (b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".
- (c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.
- (d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").
- (e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".
- (f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.
- (g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.
- (h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.

2. Indebtedness Secured.

The Security Interest granted hereby secures payment and satisfaction of any and all obligations, indebtedness and liability of the Debtor to the Creditor (including interest thereon), present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Obligations"). If the Security Interest in the Collateral is not sufficient to

satisfy all Obligations of the Debtor, the Debtor acknowledges and agrees that the Debtor shall continue to be liable for any Obligations remaining outstanding and the Creditor shall be entitled to pursue full payment thereof.

3. **Covenants Of The Debtor.** So long as this Agreement remains in effect, the Debtor covenants and agrees to do, execute, acknowledge and deliver such financing statements and further assignments, transfers, documents, acts, matters and things as may be reasonably requested by the Creditor of or with respect to the Collateral in order to give effect to this Agreement and to pay all costs for searches and filings in connection therewith; and, after the occurrence of a default under this Agreement or any other agreement in favour of the Lender (an "Event of Default"), the Debtor hereby appoints the Creditor or any officer or manager from time to time of the Creditor the irrevocable attorney of the Debtor (with full power of substitution and delegation) to sign all documents and take such action as may be required to give effect to this provision;

4. **Remedies.** The Creditor shall have the rights remedies set out under the PPSA including, without limitation, the appointment of a receiver (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager).

5. **Governing Law; Attornment.** This Agreement will be governed by and construed in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein as the same may from time to time be in effect, including, where applicable, the PPSA. Without prejudice to the ability of the Creditor to enforce this Agreement in any other proper jurisdiction, the Debtor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of such Province. To the extent permitted by applicable law, the Debtor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that the Creditor shall have the right to bring or respond to any action or proceeding against the Debtor or its respective property in the courts of any other jurisdiction which the Creditor deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against the Debtor or its property).

6. **Successors and Assigns.** This Agreement will extend and enure to the benefit of the Creditor and its successors and assigns and will be binding upon the Debtor and its successors. The Debtor's obligations hereunder will not be assigned or delegated. The Creditor may from time to time, and without notice to or the consent of the Debtor, assign or transfer all or any of the Obligations or any interest therein.

7. **Severability.** If any provision of this Agreement is determined to be illegal, unconscionable or unenforceable, all other terms and provisions hereof will nevertheless remain effective and will be enforced to the fullest extent permitted by law. Notwithstanding anything herein to the contrary, provisions incapable of waiver or variance by the Debtor, shall be deemed to be amended to the extent necessary to give effect to the said provisions without in any way affecting any other provision or provisions herein.

8. **Communication.** Any communication required or permitted to be given under this Agreement will be in writing and will be effectively given if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent prepaid by facsimile transmission or other similar means of electronic communication, in each case to the address or facsimile number of the Debtor or Creditor set out in this Agreement. Any communication so given will be deemed to have been given and to have been received on the day of delivery if so delivered, or on the day of facsimile transmission or sending by other means of recorded electronic communication provided that such day is a business day and the communication is so delivered or sent prior to 4:30 p.m. (local time at the place of receipt). Otherwise, such communication will be deemed to have been given and to have been received on the following business day. Any communication sent by mail will be deemed to have been given and to have been received on the fifth business day following mailing, provided that no disruption of postal service is in effect. The Debtor and the Creditor may from time to time change their respective addresses or facsimile numbers for notice by giving notice to the other in accordance with the provisions of this Section 8.

9. **Representations and Warranties.** The Debtor represents and warrants to the Creditor, upon each of which representations and warranties the Creditor specifically relies, as follows:

(a) **Consents.** No consent, approval or authorization of, or declaration, registration, filing or qualification with, or giving of notice to, or taking of any other action, in respect of, any Person, governmental authority or agency is required on the part of the Debtor in connection with the execution and delivery and enforcement of this Agreement.

(b) **Due Execution, etc.** This Agreement has been duly executed and delivered by or on behalf of the Debtor and constitutes a valid and binding obligation of the Debtor enforceable in accordance with its terms, except as enforceability may be limited by any bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(c) **No Default, etc.** Neither the execution nor the delivery of this Agreement, the consummation of the transactions herein contemplated, nor compliance with the terms, conditions and provisions hereof conflicts with or will conflict with, or results or will result in, any breach of, or constitutes a default under any of the provisions of any agreement or instrument to which the Debtor is a party or by which the Debtor, or any of its property or assets are bound or (except as contemplated by this Agreement) results or will result in the creation or imposition of any encumbrance upon any of the properties or assets of the Debtor or results or will result in the contravention of any law or rule or regulation to which the Debtor or its property or assets are subject and as a consequence of which the ability of the Debtor to perform its obligations under this Agreement is or would likely be adversely affected.

(d) **No Prior Encumbrances, etc.** The Collateral is owned by the Debtor free and clear of any and all liens, security interests, charges, leasehold interests or other encumbrances other than encumbrances consented to in writing by the Creditor.

10. **Interpretation.** Unless otherwise expressly provided in this Agreement, if any matter in this Agreement is subject to the consent or approval of the Creditor or is to be acceptable to the Creditor, such consent, approval or determination of acceptability will be in the sole discretion of the Creditor. If any provision in this Agreement refers to any action taken or to be taken by the Debtor, or which the Debtor is prohibited from taking, such provision will be interpreted to include any and all means, direct or indirect, of taking, or not taking, such action. The division of this Agreement into sections and paragraphs, and the insertion of headings, is for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. When used in this Agreement, the word "including" (or includes) means "including (or includes) without limitation". Any reference in this Agreement to a "Section" means the relevant Section of this Agreement. If more than one person executes this Agreement, their obligations under this Agreement are joint and several. Any reference in this Agreement to a "person" will be deemed to include an individual, Debtor, partnership, trust, unincorporated organization, government and the heirs, executors, administrators or other legal representatives of an individual. Any reference to a "business day" will be deemed to include any day which is not a Saturday, Sunday or a statutory holiday in the jurisdiction referred to in the "Governing Law; Attornment" Section of this Agreement.

11. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed by be an original and all of which taken together shall constitute one and the same agreement. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

12. **Copy of Agreement.** The Debtor acknowledges receipt of an executed copy of this Agreement.

[signature page follows]

Dated as of the date first written above.

Dakota Plains First Nation Real Estate GP Co. Ltd.

By: 

Name: Craig J. Blacksmith

Title: President

I have authority to bind the corporation.

Address:

Dakota Plains First Nation Real Estate GP Co. Ltd.

365 Assiniboine Avenue

Winnipeg, MB

Fax:

Attention: Craig Blacksmith

SECURITY AGREEMENT

TO: Bridging Finance Inc., as agent
77 King Street West
Suite 2925
Toronto, ON
M5K 1K7

Attention: Graham Marr
Facsimile: (416) 633-4959

DATE: 21 May 2019

Dakota Plains First Nation Real Estate Limited Partnership (the "Debtor") is indebted or liable or may become indebted or liable to Bridging Finance Inc., as agent (the "Creditor") and for valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by the Debtor, the Debtor hereby agrees in favour of the Creditor as follows:

1. Security Interest.

- (a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").
- (b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".
- (c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.
- (d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").
- (e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".
- (f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.
- (g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.
- (h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.

2. Indebtedness Secured.

The Security Interest granted hereby secures payment and satisfaction of any and all obligations, indebtedness and liability of the Debtor to the Creditor (including interest thereon), present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Obligations"). If the Security Interest in the Collateral is not sufficient to

satisfy all Obligations of the Debtor, the Debtor acknowledges and agrees that the Debtor shall continue to be liable for any Obligations remaining outstanding and the Creditor shall be entitled to pursue full payment thereof.

3. Covenants Of The Debtor. So long as this Agreement remains in effect, the Debtor covenants and agrees to do, execute, acknowledge and deliver such financing statements and further assignments, transfers, documents, acts, matters and things as may be reasonably requested by the Creditor or with respect to the Collateral in order to give effect to this Agreement and to pay all costs for searches and filings in connection therewith; and, after the occurrence of a default under this Agreement or any other agreement in favour of the Lender (an "Event of Default"), the Debtor hereby appoints the Creditor or any officer or manager from time to time of the Creditor the irrevocable attorney of the Debtor (with full power of substitution and delegation) to sign all documents and take such action as may be required to give effect to this provision;

4. Remedies. The Creditor shall have the rights remedies set out under the PPSA including, without limitation, the appointment of a receiver (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager).

5. Governing Law; Attornment. This Agreement will be governed by and construed in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein as the same may from time to time be in effect, including, where applicable, the PPSA. Without prejudice to the ability of the Creditor to enforce this Agreement in any other proper jurisdiction, the Debtor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of such Province. To the extent permitted by applicable law, the Debtor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that the Creditor shall have the right to bring or respond to any action or proceeding against the Debtor or its respective property in the courts of any other jurisdiction which the Creditor deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against the Debtor or its property).

6. Successors and Assigns. This Agreement will extend and enure to the benefit of the Creditor and its successors and assigns and will be binding upon the Debtor and its successors. The Debtor's obligations hereunder will not be assigned or delegated. The Creditor may from time to time, and without notice to or the consent of the Debtor, assign or transfer all or any of the Obligations or any interest therein.

7. Severability. If any provision of this Agreement is determined to be illegal, unconscionable or unenforceable, all other terms and provisions hereof will nevertheless remain effective and will be enforced to the fullest extent permitted by law. Notwithstanding anything herein to the contrary, provisions incapable of waiver or variance by the Debtor, shall be deemed to be amended to the extent necessary to give effect to the said provisions without in any way affecting any other provision or provisions herein.

8. Communication. Any communication required or permitted to be given under this Agreement will be in writing and will be effectively given if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent prepaid by facsimile transmission or other similar means of electronic communication, in each case to the address or facsimile number of the Debtor or Creditor set out in this Agreement. Any communication so given will be deemed to have been given and to have been received on the day of delivery if so delivered, or on the day of facsimile transmission or sending by other means of recorded electronic communication provided that such day is a business day and the communication is so delivered or sent prior to 4:30 p.m. (local time at the place of receipt). Otherwise, such communication will be deemed to have been given and to have been received on the following business day. Any communication sent by mail will be deemed to have been given and to have been received on the fifth business day following mailing, provided that no disruption of postal service is in effect. The Debtor and the Creditor may from time to time change their respective addresses or facsimile numbers for notice by giving notice to the other in accordance with the provisions of this Section 8.

9. Representations and Warranties. The Debtor represents and warrants to the Creditor, upon each of which representations and warranties the Creditor specifically relies, as follows:

(a) Consents. No consent, approval or authorization of, or declaration, registration, filing or qualification with, or giving of notice to, or taking of any other action, in respect of, any Person, governmental authority or agency is required on the part of the Debtor in connection with the execution and delivery and enforcement of this Agreement.

(b) Due Execution, etc. This Agreement has been duly executed and delivered by or on behalf of the Debtor and constitutes a valid and binding obligation of the Debtor enforceable in accordance with its terms, except as enforceability may be limited by any bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(c) No Default, etc. Neither the execution nor the delivery of this Agreement, the consummation of the transactions herein contemplated, nor compliance with the terms, conditions and provisions hereof conflicts with or will conflict with, or results or will result in, any breach of, or constitutes a default under any of the provisions of any agreement or instrument to which the Debtor is a party or by which the Debtor, or any of its property or assets are bound or (except as contemplated by this Agreement) results or will result in the creation or imposition of any encumbrance upon any of the properties or assets of the Debtor or results or will result in the contravention of any law or rule or regulation to which the Debtor or its property or assets are subject and as a consequence of which the ability of the Debtor to perform its obligations under this Agreement is or would likely be adversely affected.

(d) No Prior Encumbrances, etc. The Collateral is owned by the Debtor free and clear of any and all liens, security interests, charges, leasehold interests or other encumbrances other than encumbrances consented to in writing by the Creditor.

10. Interpretation. Unless otherwise expressly provided in this Agreement, if any matter in this Agreement is subject to the consent or approval of the Creditor or is to be acceptable to the Creditor, such consent, approval or determination of acceptability will be in the sole discretion of the Creditor. If any provision in this Agreement refers to any action taken or to be taken by the Debtor, or which the Debtor is prohibited from taking, such provision will be interpreted to include any and all means, direct or indirect, of taking, or not taking, such action. The division of this Agreement into sections and paragraphs, and the insertion of headings, is for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. When used in this Agreement, the word "including" (or includes) means "including (or includes) without limitation". Any reference in this Agreement to a "Section" means the relevant Section of this Agreement. If more than one person executes this Agreement, their obligations under this Agreement are joint and several. Any reference in this Agreement to a "person" will be deemed to include an individual, Debtor, partnership, trust, unincorporated organization, government and the heirs, executors, administrators or other legal representatives of an individual. Any reference to a "business day" will be deemed to include any day which is not a Saturday, Sunday or a statutory holiday in the jurisdiction referred to in the "Governing Law; Attornment" Section of this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed by be an original and all of which taken together shall constitute one and the same agreement. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

12. Copy of Agreement. The Debtor acknowledges receipt of an executed copy of this Agreement.

[signature page follows]

Dated as of the date first written above.

Dakota Plains First Nation Real Estate Limited Partnership
by its general partner, Dakota Plains First Nation Real Estate GP Co. Ltd.


By: _____

Name: Craig J. Blacksmith

Title: President

I have authority to bind the partnership.

Address:

Dakota Plains First Nation Real Estate GP Co. Ltd.

365 Assiniboine Avenue

Winnipeg, MB

Fax:

Attention: Craig Blacksmith

This is **Exhibit "T"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.

A handwritten signature in cursive script, appearing to read "Alexander Mack", written over a horizontal line.

A Commissioner for Oaths in and for the Province of Ontario



1. MORTGAGE TYPE

- Mortgage
- Mortgage of Mortgage
- Encumbrance
- Mortgage of Encumbrance

2. MORTGAGOR

- Individual
- Corporation

Corporation Name

356 ASSINIBOINE AVENUE LTD.

Signed pursuant to a power of attorney court order

- Executor, Administrator, Trustee
- Government and Government Agency

3. LAND DESCRIPTION AND PRIOR INSTRUMENTS

Land 1

- All or part of a title
 - Current title number
 - Issuing from title number
- 1064396/1 All Part

Land Description

LOT 241 BLOCK 2 PLAN 129 WLTO (W DIV) IN RL 1 PARISH OF ST. JOHN

- All units in a condominium plan
- All lots, blocks and parcels in a plan

Subject to the following instruments

- Currently on title
- Registered prior in series

4. MORTGAGEE

- Individual ⓘ Full legal name required
- Corporation

Corporation Name

Bridging Finance Inc.

In trust for self-directed registered account, detailed as follows

For your protection, ensure the following before signing:

1. The exact image and the barcode below, are present on all pages.



2. The 32 character control number below is present and identical on all pages.

7864-4A8F-C919-49F2-07B7-1E1E-9EE2-5560

3. All 4 Mortgage content pages are present.



[Empty text box]

Address for Service

77 King Street West, Suite 2925

[Empty text box]

City	Province	Country	Postal Code
Toronto	Ontario	CANADA	M5K 1K7

Share or fractional interest of the mortgage monies contributed [] %

- Executor, Administrator
- Government and Government Agency

5. TERMS AND PAYMENT PROVISIONS

Mortgage Description [Empty text box]

Mortgage Principal Amount 5,555,000.00 Canadian Dollar (CAD)

Standard Charge Mortgage Terms

- Deposited at land titles as number 1028245/1 and name CANADA MORTGAGE AND HOUSING CORPORATION
- Not applicable

Loan Description [Empty text box]

Loan Principal Amount [Empty text box] Canadian Dollar (CAD)

Mortgage secures a revolving credit up to the loan principal amount

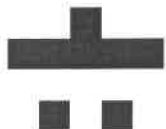
Payment Details

Prime is defined as See Additional Provisions [Empty text box]

- Scheduled Payments
 - Payable on Demand
- Interest Rate

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7864-4A8F-C919-49F2-07B7-1E1E-9EE2-5560

3. All 4 Mortgage content pages are present.



%
 prime + 11.05 %
 calculated Daily not in advance
 Interest only payments must be made

Additional Provisions

- This mortgage secures the refundable portions of tenants' entrance fees as required by clause 28(2)(b) of *The Life Leases Act*.
- Covenantor will sign
- Guarantee Mortgage
- Collateral Mortgage
- Secures present and future liabilities

Details

- Secures current or running account
- Prepayment terms

Details

The Credit Facility may be prepaid in full or partially at any time without any fee or penalty provided that the Borrower shall deliver an irrevocable prepayment notice to the Agent (the "Prepayment Notice") sixty (60) days prior to the proposed prepayment date (the "Prepayment Date") setting forth the amount being prepaid (the "Prepayment Amount") and provided that the Borrower pays the full Prepayment Amount on the Prepayment Date. Should the Borrower wish to prepay the Credit Facility in full or partially without having to provide the Lender with the required sixty (60) days prior notice, the Borrower shall pay to the Lender an amount calculated in accordance with the formula set out below and which shall be due and payable as of the date the prepayment is made:

$$I/365 \times (60 - N) \times M$$

I = the annual interest rate on the Facility on the date that the Prepayment Notice is give or demand, is made;
 N = the number of days between the date that Prepayment Notice is provided, and the date of prepayment, provided that if such number is greater than ninety (90) days, it shall be equal to 60 for the purposes of this calculation, and if demand occurs arising from the occurrence of a default, N shall equal 0;

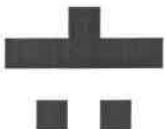
M = the outstanding amount, including any interest and other fees owing, under this Agreement, on the date that Prepayment Notice is provided, or demand is made.

In the event that the Prepayment Amount is not paid in full on the Prepayment Date, then the Lender shall have the option, in its discretion, to declare and consider the Prepayment Notice to be null and void such that any prepayment shall thereafter only be permitted by the delivery of a new Prepayment Notice in compliance with this Section.

- Other

For your protection, ensure the following before signing:

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7864-4A8F-C919-49F2-07B7-1E1E-9EE2-5560
3. All 4 Mortgage content pages are present.





Details Prime Rate means the floating annual rate of interest established from time to time by Bank of Montreal as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

All references to CMHC within the Standard Charge Terms shall be references to Bridging Finance Inc.

6. THE FARM LANDS OWNERSHIP ACT EVIDENCE

The registration of this instrument does not contravene the provisions of *The Farm Lands Ownership Act* because

- The within land is not farm land as defined in *The Farm Lands Ownership Act*.
- All of the within lands are farm land and are being mortgaged pursuant to a *bona fide* debt obligation.
- Some of the within lands are farm land and the farm lands are being mortgaged pursuant to a *bona fide* debt obligation.
- Other

7. INSTRUMENT PREPARED BY

Given Name Middle Names Surname Suffix

Company

Telephone + Extension E-Mail

File Number Description

Unlock Form and Remove Signature Pages

i Once you have clicked the Lock Form and Create Signature Pages button, you will not be able to change the registration form. You will be able to fill in certain areas in the signature pages before printing.

If you want to change the registration form once the signature pages have been created, you must click the Unlock Form and Remove Signature Pages button. If you do this, you will lose all changes made to the signature pages. Any signature pages already printed will be invalid and will have to be regenerated, reprinted and, where they have already been signed, resigned.

For your protection, ensure the following before signing:

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7864-4A8F-C919-49F2-07B7-1E1E-9EE2-5560
3. All 4 Mortgage content pages are present.





SIGNATURES AND EVIDENCE

1. The mortgagor is or is entitled to be the owner of the land.
2. The mortgagor hereby mortgages to the mortgagee its interest in the land as security for performance of all its obligations herein.
3. The mortgagor promises to pay the principal amount and interest and all other charges and money hereby secured and to be bound by all the terms herein.
4. I acknowledge receipt of a copy of this instrument and all of the terms herein.
5. I am of the age of majority.
6. Additional evidence

[Empty box for additional evidence]

Mortgagor 356 ASSINIBOINE AVENUE LTD.

Signature

[Signature box]

Date

2019-05-21

Name

Craig Blacksmith

(YYYY-MM-DD)

Employee Officer Director

Position

President

WITNESS

Signature

[Signature box]

Address

1900-155 Carlton Street
Winnipeg, Manitoba, R3C 3H8

Name

Samuel Goszer

This person witnessed all signatures by 356 ASSINIBOINE AVENUE LTD.

The mortgagee is a financial institution and the witness is

Document witnessed inside Canada by

Practising lawyer

Notary public in the Province of British Columbia or Quebec

A person entitled to administer oaths inside or outside of Manitoba

District Registrar approval required

Document witnessed outside of Canada by a person entitled to administer oaths outside of Manitoba

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1. The exact image and the barcode below, are present on all pages.



2. The 32 character control number below is present and identical on all pages.

7864-4A8F-C919-49F2-07B7-1E1E-9EE2-5560

3. All 4 Mortgage content pages are present.



WHO MAY BE A WITNESS

Only those persons specified in the section 72.4 of *The Real Property Act* may act as a witness to this document.

NOTICE TO WITNESSES

By signing as witness you confirm that the person whose signature you witnessed:

1. Is either personally known to you, or that their identity has been proven to you.

AND
2. That they have acknowledged to you that they:
 - (a) are the person named in this instrument;
 - (b) have attained the age of majority in Manitoba; and
 - (c) are authorized to execute this instrument.

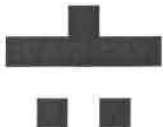
By virtue of section 194 of *The Real Property Act*, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to *The Manitoba Evidence Act*.

***The Mortgage Act* provides that the mortgagor can obtain free of charge, from the mortgagee, a statement of the debts secured by this mortgage once every 12 months, or as needed for pay off or sale.**

SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. In this document “I” or “me” is to be read as including all mortgagors, encumbrances, mortgagees and encumbrancers whether individual or corporate.

For your protection, ensure the following before signing:

1. The exact image and the barcode below, are present on all pages.



2. The 32 character control number below is present and identical on all pages.

7864-4A8F-C919-49F2-07B7-1E1E-9EE2-5560

3. All 4 Mortgage content pages are present.



SIGNATURES AND EVIDENCE

1. The mortgagor is or is entitled to be the owner of the land.
2. The mortgagor hereby mortgages to the mortgagee its interest in the land as security for performance of all its obligations herein.
3. The mortgagor promises to pay the principal amount and interest and all other charges and money hereby secured and to be bound by all the terms herein.
4. I acknowledge receipt of a copy of this instrument and all of the terms herein.
5. I am of the age of majority.
6. Additional evidence

[Empty box for additional evidence]

Mortgagor 356 ASSINIBOINE AVENUE LTD.

Signature

Date 2019-05-21

Name Craig Blacksmith

(YYYY-MM-DD)

Employee Officer Director

Position President

WITNESS

Signature

Address 1900-155 Carlton Street
Winnipeg, Manitoba, R3C 3H8

Name Samuel Goszer

This person witnessed all signatures by 356 ASSINIBOINE AVENUE LTD.

The mortgagee is a financial institution and the witness is

Document witnessed inside Canada by

Practising lawyer

Notary public in the Province of British Columbia or Quebec

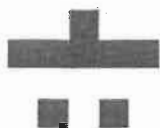
A person entitled to administer oaths inside or outside of Manitoba

District Registrar approval required

Document witnessed outside of Canada by a person entitled to administer oaths outside of Manitoba

For your protection, ensure the following before signing:

1. The exact image and the barcode below, are present on all pages.



2. The 32 character control number below is present and identical on all pages.

7864-4A8F-C919-49F2-07B7-1E1E-9EE2-5560

3. All 4 Mortgage content pages are present.

Document Review

The Property Registry
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Registration #	Type	New Titles
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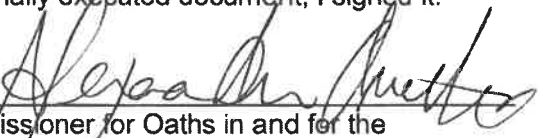
5071157/1 Mortgage

Notes

1 2019-6-4 Aldous Guzman BRIDGING FINANCE INC. - ACTIVE

This is **Exhibit "U"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.


A Commissioner for Oaths in and for the
Province of Ontario

SUBORDINATION AGREEMENT

1. **Subordination** For good and valuable consideration, the undersigned agrees that:

All the debts, which are now or may hereafter become due or owing by 356 ASSINIBOINE AVENUE LTD., Dakota Plains First Nation Real Estate GP Co. Ltd. and Dakota Plains First Nation Real Estate Limited Partnership (the "Clients") as well as the redemption of all the shares and units, which the undersigned holds or shall hold in the Clients' capital shall be subordinated in all respects to the payment of the Client's obligations to Bridging Finance Inc. ("BFI");

The aforesaid debts, shares and units are hereinafter called the "**Subordinated Debts.**"

In addition, the undersigned undertakes not to assign, transfer or collateralize for the Subordinated Debts.

2. **Effects of Subordination.** As a result of such subordination, the undersigned agrees that payment of the Subordinated Debts shall become due and payable, and shall be made only after the payment of any and all obligations of the Clients to BFI, unless a written authorization from BFI authorizes such payment.
3. **Delivery of Sums Collected.** Should the undersigned nonetheless receive sums in payment of the Subordinated Debts, it shall hold such sums as a depositary and trustee for BFI, and shall deliver the same to BFI without delay. Any amount thereby received by the undersigned will not reduce the Clients' obligations to BFI as long as this amount has not been paid to BFI.

Any payment to which the undersigned may be entitled to in the absence of this subordination will have to be made in favour of BFI by the entity making the payment (i.e., the Clients, a trustee in bankruptcy or further to a proposal by the Clients, a liquidator, an entity carrying out a forced disposal of the assets of the Clients or any other person). The undersigned undertakes to give instructions to the entity making the payment to make this payment directly to BFI.

4. **Scope of the Commitment.** This subordination shall be valid even if the Clients did not have a legal personality or legal capacity. If the Clients, or any of them, are a partnership, this subordination shall remain in force notwithstanding any change in the members, the business, or objects of the partnership. If the Clients, or any of them, are a corporation, this subordination shall remain in force notwithstanding any change in the incorporation, capital, business, or objects of the corporation, regardless of the amalgamation of the Clients, or any of them, with another entity. Furthermore, the undersigned waives all rights to invoke any grounds for nullity of the Clients' obligations or any excess or lack of power on the part of the persons having acted on the Clients' behalf to incur obligations in the Clients' name.
5. **Rights of BFI** All sums which BFI may receive hereunder may, at its discretion, be held as security for the Clients' obligations to BFI or may be applied to the payment of such obligations, whether or not due. BFI shall have the choice of how any such sums collected shall be applied.
6. **Interpretation** The Clients' obligations to BFI targeted by this agreement are all obligations to BFI, direct and indirect, present and future, of any nature whatsoever, and whether incurred by the Clients alone or with others, as the principal debtor, guarantor or in any other capacity.
7. **Successors.** This agreement shall be binding upon the undersigned to the benefit of BFI and any of its successors, by way of amalgamation or otherwise.

Bridging Finance Inc.
Loan to Dakota Plains First Nation

Signed and executed at Winnipeg, Manitoba, this 21st day of May 2019

WITNESS:



Samuel Goszer, as to both

SIGNATURE(S)

356 Assiniboine Avenue Ltd.



Craig J. Blacksmith, President
I have authority to bind the corporation

**Dakota Plains First Nation
Real Estate GP Co. Ltd.** as to itself
and in capacity as general partner
of Dakota Plains First Nation Real
Estate Limited Partnership



Craig J. Blacksmith, President
I have authority to bind the corporation

Bridging Finance Inc.
Loan to Dakota Plains First Nation

The clients named in this subordination agreement acknowledges having received a copy and having taken cognizance therefore and further agrees to comply therewith, including to make any payments directly to BFI for all Subordinated Debts.

Signed and executed at Winnipeg, Manitoba, this 21st day of May 2019

WITNESS:



Samuel Goszer, as to both

SIGNATURE(S)

356 Assiniboine Avenue Ltd.



Craig J. Blacksmith, President

I have authority to bind the corporation

Dakota Plains First Nation
Real Estate GP Co. Ltd. as to itself
and in capacity as general partner
of Dakota Plains First Nation Real
Estate Limited Partnership

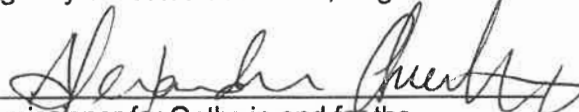


Craig J. Blacksmith, President

I have authority to bind the corporation

This is **Exhibit "V"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.


A Commissioner for Oaths in and for the
Province of Ontario

Business Debtor

- Search Results
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- eRegistration
- Land Titles Online
- Plan Deposit Submission
- Title Check
- Account Information

Search by Business Debtor

Date: 2024-02-20
 Time: 10:35:21 AM
 Transaction Number: 10272380467
 User ID:

Business Name: Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership

BusinessDebtorSearchResultPrintController#creditCardReceipt
[Credit Card Receipt](#)

1 exact match was found.
8 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership	1

1. Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership

1.1 Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership: Registration 201908760005 (2019-05-28 1:01:18 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7
General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".</p> <p>(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.</p> <p>(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").</p> <p>(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".</p> <p>(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to</p>

Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.

(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.

(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.

Change History

Registration Number: 202300666215 (2023-01-13 2:28:42 PM)
Sections Changed: Business Debtors

[Back to Top](#)

END OF EXACT MATCHES

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- Land Titles Online
- Plan Deposit Submission
- Title Check
- Account Information

Search by Business Debtor: 8 similar matches were found.

Business Debtor Name	No. of Registrations
1. DAKOTA PLAINS BAND	3
2. Dakota Plains Band	1
3. Dakota Plains First Nation	2
4. Dakota Plains First Nations Health	1
5. Dakota Plains Wahpeton Oyate Economics Development Corporation	1
6. Dakota Plains Wahpeton Oyate Management Co. Ltd.	1
7. Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd.	1
8. Dakota Plains Wahpeton Oyate Real Estate Limited Partnership	1

1. DAKOTA PLAINS BAND

Include in Printed Search Results

1.1 DAKOTA PLAINS BAND: Registration 202120017804 (2021-11-08 4:43:17 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	52 Dakota Drive, P.O. Box 1246, Portage La Prairie, MB Canada R1N 3J9
This registration is jointly registered with these business debtors	Dakota Plains First Nations Health
Secured Parties (party code, name, address)	AD491 CWB NATIONAL LEASING INC. 1525 BUFFALO PLACE WINNIPEG, MB Canada R3T 1L9
General Collateral Description	ALL ATVs/Snowmobiles OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 3048959, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.
Serial Numbered Goods (serial number, category, year, description)	4XARRZ998M8474652 Motor Vehicle 2021 Polaris Ranger XP 1000

1.2 DAKOTA PLAINS BAND: Registration 202102802707 (2021-02-19 11:29:30 AM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2025-02-19
Special Notices	Purchase Money Security Interest
Debtor Address	PO BOX 1246, 44 DAKOTA DRIVE, DAKOTA PLAINS FIRST NATION PORTAGE LA PRAIRIE, MANITOBA Canada R1N 3J9
Secured Parties (party code, name, address)	FALCON AUTO LEASING INC. 361 MARION STREET WINNIPEG, MANITOBA Canada R2H 0V4
General Collateral Description	ASSIGNMENT OF LEASE #21-67-48 BETWEEN FALCON AUTO LEASING INC. AND DAKOTA PLAINS BAND. DATED FEBRUARY 18, 2021. ASSIGNMENT OF LEASE #21-241-48 BETWEEN FALCON AUTO LEASING INC. AND DAKOTA PLAINS BAND. DATED FEBRUARY 18, 2021.
Serial Numbered Goods (serial number, category, year, description)	1G6DU5RK1M0107851 Motor Vehicle 2021 CADILLAC CT5 - BLACK 1C4HJXFN3MW517081 Motor Vehicle

2021 JEEP WRANGLER UNLIMITED RUBICON - GRAY	
1.3 DAKOTA PLAINS BAND: Registration 880216110765 (1988-02-16)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	Infinity
Special Notices	Corporate Security
Debtor Address	GENERAL DELIVERY EDWIN, MANITOBA CANADA R0H0G0
Secured Parties (party code, name, address)	DAKOTA OJIBWAY DEVELOPMENT GROUP INC 400-213 NOTRE DAME AVENUE WINNIPEG, MANITOBA CANADA R3B1N3
Additional Information	NOTES FROM PRIOR LAW: CORPORATE SECURITY PARTICULARS: Amount: \$25000.00 Document Type: DEBENTURE Doc. Date: 850704 See microfilm record for Corporate Security document.
Back to Top	
2. Dakota Plains Band <input type="checkbox"/> Include in Printed Search Results	
2.1 Dakota Plains Band: Registration 200803659701 (2008-02-28 3:31:46 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2030-10-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 1246 Portage la Prairie, Manitoba Canada R1N 3J9
This registration is jointly registered with these business debtors	Dakota Plains First Nation
Secured Parties (party code, name, address)	Peace Hills Trust Company Unit 1 1134 Taylor Avenue Winnipeg, Manitoba Canada R3M 3Z4
General Collateral Description	"A SECURITY INTEREST IN ALL OF THE PRESENT AND AFTER ACQUIRED UNDERTAKING AND PROPERTY OF THE DEBTOR INCLUDING ALL THE RIGHTS, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HERE AFTER ACQUIRE IN PROPERTY, INCLUDING BUT NOT LIMITED TO INVENTORY, FURNITURE, FIXTURES, EQUIPMENT, MACHINERY, PLANT, TOOLS, VEHICLES, OTHER TANGIBLE PERSONABLE PROPERTY, ACCOUNTS DEBTS, DEMANDS, CHOSSES IN ACTION, ALL INTANGIBLES, ALL CHATTEL PAPER, INSTRUMENTS, SHARES, SECURITIES, MONEY, LETTERS OF CREDIT AND CHEQUES" INTEREST OVER: COMPREHENSIVE FUNDING AGREEMENT (CFA) AND/OR FINANCIAL TRANSFER AGREEMENTS (FTA) BETWEEN THE DAKOTA PLAINS FIRST NATION AND INDIAN AND NORTHERN AFFAIRS CANADA, INCLUDING ALL AMENDMENTS AND RENEWALS THEREOF. INTEREST OVER: ASSIGNMENT OF MONEYS DUE FROM PARTICULAR CONTRACTS OR ACCOUNTS WITH RESPECT TO FUNDING AGREEMENTS BETWEEN DAKOTA PLAIN FIRST NATION AND FIRST NATION AND INUIT HEALTH BRANCH, HEALTH CANADA INTEREST OVER: ASSIGNMENT OF MONEY DUE FROM PARTICULAR CONTRACT OR ACCOUNTS WITH RESPECT TO RENTAL CONTRACTS AND VARIOUS RENTERS AGREEMENT BETWEEN DAKOTA PLAIN FIRST NATION AND FIRST NATION AND INUIT HEALTH BRANCH. RENTAL AGREEMENTS BETWEEN DAKOTA PLAINS FIRST NATION AND RENTERS AT 62 AND 63 SKUNK CREEK ROAD, DAKOTA PLAINS FIRST NATION
Serial Numbered Goods (serial number, category, year, description)	1BAKACPH1FF310080 Motor Vehicle 2015 Blue Bird Vision 36 Passenger School Bus JJGN58SNLEC706584 Motor Vehicle 2015 Case 580SN Backhoe
Change History	Registration Number: 202014379519 (2020-09-02 11:14:46 AM) Sections Changed: Expiry Date Registration Number: 201721018712 (2017-11-17 2:44:01 PM) Sections Changed: General Collateral Description Registration Number: 201718934015 (2017-10-17 10:02:09 AM) Sections Changed: Serial Numbered Goods Registration Number: 201708833610 (2017-05-19 1:52:39 PM)

Sections Changed: Secured Parties, Serial Numbered Goods
Registration Number: 201601519211 (2016-01-27 11:43:25 AM) Sections Changed: General Collateral Description, Serial Numbered Goods
Registration Number: 201418718515 (2014-10-02 2:24:12 PM) Sections Changed: Serial Numbered Goods
Registration Number: 201418516912 (2014-09-30 2:10:59 PM) Sections Changed: Secured Parties, Expiry Date, Serial Numbered Goods
Registration Number: 200920989119 (2009-12-07 4:25:17 PM) Sections Changed: Expiry Date
Registration Number: 200918788513 (2009-10-29 3:12:22 PM) Sections Changed: General Information, General Collateral Description, Serial Numbered Goods
Registration Number: 200918579515 (2009-10-27 12:28:12 PM) Sections Changed: Secured Parties, Expiry Date, General Collateral Description

[Back to Top](#)

3. Dakota Plains First Nation

Include in Printed Search Results

3.1 Dakota Plains First Nation: Registration 201908757802 (2019-05-28 12:46:21 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc., 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7
General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".</p> <p>(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.</p> <p>(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").</p> <p>(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".</p> <p>(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.</p> <p>(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.</p> <p>(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the</p>

PPSA) to confirm the registration of any such financing statement or financing change statement.

3.2 Dakota Plains First Nation: Registration 200803659701 (2008-02-28 3:31:46 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2030-10-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 1246 Portage la Prairie, Manitoba Canada R1N 3J9
This registration is jointly registered with these business debtors	Dakota Plains Band
Secured Parties (party code, name, address)	Peace Hills Trust Company Unit 1 1134 Taylor Avenue Winnipeg, Manitoba Canada R3M 3Z4
General Collateral Description	"A SECURITY INTEREST IN ALL OF THE PRESENT AND AFTER ACQUIRED UNDERTAKING AND PROPERTY OF THE DEBTOR INCLUDING ALL THE RIGHTS, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HERE AFTER ACQUIRE IN PROPERTY, INCLUDING BUT NOT LIMITED TO INVENTORY, FURNITURE, FIXTURES, EQUIPMENT, MACHINERY, PLANT, TOOLS, VEHICLES, OTHER TANGIBLE PERSONABLE PROPERTY, ACCOUNTS DEBTS, DEMANDS, CHOSSES IN ACTION, ALL INTANGIBLES, ALL CHATTEL PAPER, INSTRUMENTS, SHARES, SECURITIES, MONEY, LETTERS OF CREDIT AND CHEQUES" INTEREST OVER: COMPREHENSIVE FUNDING AGREEMENT (CFA)AND/OR FINANCIAL TRANSFER AGREEMENTS (FTA) BETWEEN THE DAKOTA PLAINS FIRST NATION AND INDIAN AND NORTHERN AFFAIRS CANADA, INCLUDING ALL AMENDMENTS AND RENEWALS THEREOF. INTEREST OVER: ASSIGNMENT OF MONEYS DUE FROM PARTICULAR CONTRACTS OR ACCOUNTS WITH RESPECT TO FUNDNIG AGREEMENTS BETWEEN DAKOTA PLAIN FIRST NATION AND FIRST NATION AND INUIT HEALTH BRANCH, HEALTH CANADA INTEREST OVER: ASSIGNMENT OF MONEY DUE FROM PARTICULAR CONTRACT OR ACCOUNTS WITH RESPECT TO RENTAL CONTACTS AND VARIOIUS RENTERS AGREEMENT BETWEEN DAKOTA PLAIN FIRST NATION AND FIRST NATION AND INUIT HEALTH BRANCH. RENTAL AGREEMENTS BETWEEN DAKOTA PLAINS FIRST NATION AND RENTERS AT 62 AND 63 SKUNK CREEK ROAD, DAKOTA PLAINS FIRST NATION
Serial Numbered Goods (serial number, category, year, description)	IBAKACPH1FF310080 Motor Vehicle 2015 Blue Bird Vision 36 Passenger School Bus JJGN58SNLEC706584 Motor Vehicle 2015 Case 580SN Backhoe
Change History	Registration Number: 202014379519 (2020-09-02 11:14:46 AM) Sections Changed: Expiry Date Registration Number: 201721018712 (2017-11-17 2:44:01 PM) Sections Changed: General Collateral Description Registration Number: 201718934015 (2017-10-17 10:02:09 AM) Sections Changed: Serial Numbered Goods Registration Number: 201708833610 (2017-05-19 1:52:39 PM) Sections Changed: Secured Parties, Serial Numbered Goods Registration Number: 201601519211 (2016-01-27 11:43:25 AM) Sections Changed: General Collateral Description, Serial Numbered Goods Registration Number: 201418718515 (2014-10-02 2:24:12 PM) Sections Changed: Serial Numbered Goods Registration Number: 201418516912 (2014-09-30 2:10:59 PM) Sections Changed: Secured Parties, Expiry Date, Serial Numbered Goods Registration Number: 200920989119 (2009-12-07 4:25:17 PM) Sections Changed: Expiry Date Registration Number: 200918788513 (2009-10-29 3:12:22 PM) Sections Changed: General Information, General Collateral Description, Serial Numbered Goods Registration Number: 200918579515 (2009-10-27 12:28:12 PM) Sections Changed: Secured Parties, Expiry Date, General Collateral Description

[Back to Top](#)

4. Dakota Plains First Nations Health

Include in Printed Search Results

4.1 Dakota Plains First Nations Health: Registration 202120017804 (2021-11-08 4:43:17 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-06-01
Special Notices	Purchase Money Security Interest

Debtor Address	52 Dakota Drive, P.O. Box 1246, Portage La Prairie , MB Canada R1N 3J9
This registration is jointly registered with these business debtors	DAKOTA PLAINS BAND
Secured Parties (party code, name, address)	AD491 CWB NATIONAL LEASING INC. 1525 BUFFALO PLACE WINNIPEG, MB Canada R3T 1L9
General Collateral Description	ALL ATVs/Snowmobiles OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 3048959, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.
Serial Numbered Goods (serial number, category, year, description)	4XARRZ998M8474652 Motor Vehicle 2021 Polaris Ranger XP 1000

[Back to Top](#)

5. Dakota Plains Wahpeton Oyate Economics Development Corporation

Include in Printed Search Results

5.1 Dakota Plains Wahpeton Oyate Economics Development Corporation: Registration 201908760609 (2019-05-28 1:08:19 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7
General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".</p> <p>(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.</p> <p>(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").</p> <p>(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".</p> <p>(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.</p> <p>(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.</p> <p>(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and</p>

appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.

Change History

Registration Number: 202300668510 (2023-01-13 2:44:07 PM)
Sections Changed: Business Debtors

[Back to Top](#)

6. Dakota Plains Wahpeton Oyate Management Co. Ltd.

Include in Printed Search Results

6.1 Dakota Plains Wahpeton Oyate Management Co. Ltd.: Registration 201908762601 (2019-05-28 1:11:17 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7

General Collateral Description

1. Security Interest.

(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").

(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".

(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.

(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").

(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".

(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.

(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.

(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.

Change History	Registration Number: 202300667211 (2023-01-13 2:32:53 PM) Sections Changed: Business Debtors
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[Back to Top](#)

7. Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd.

Include in Printed Search Results

7.1 Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd.: Registration 201908759600 (2019-05-28 12:57:36 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest

Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
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Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7
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General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".</p> <p>(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.</p> <p>(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").</p> <p>(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".</p> <p>(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.</p> <p>(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.</p> <p>(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.</p>
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Change History	Registration Number: 202300668412 (2023-01-13 2:41:27 PM) Sections Changed: Business Debtors
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[Back to Top](#)

8. Dakota Plains Wahpeton Oyate Real Estate Limited Partnership

Include in Printed Search Results

8.1 Dakota Plains Wahpeton Oyate Real Estate Limited Partnership: Registration 201908758108 (2019-05-28 12:50:04 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7
General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".</p> <p>(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.</p> <p>(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").</p> <p>(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".</p> <p>(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.</p> <p>(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.</p> <p>(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.</p>
Change History	Registration Number: 202300667912 (2023-01-13 2:38:07 PM) Sections Changed: Business Debtors <hr/> Registration Number: 201909144111 (2019-06-03 9:15:21 AM) Sections Changed: Expiry Date

[Back to Top](#)

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Search by Business Debtor

Date: 2024-02-20
 Time: 10:57:13 AM
 Transaction Number: 10272381150
 User ID:

Business Name: Dakota Plains Wahpeton Oyate Economics
 Development Corporation

BusinessDebtorSearchResultPrintController#creditCardReceipt
[Credit Card Receipt](#)

1 exact match was found.
8 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. Dakota Plains Wahpeton Oyate Economics Development Corporation	1

1. Dakota Plains Wahpeton Oyate Economics Development Corporation

1.1 Dakota Plains Wahpeton Oyate Economics Development Corporation: Registration 201908760609 (2019-05-28 1:08:19 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7
General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".</p> <p>(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.</p> <p>(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").</p> <p>(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".</p> <p>(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to</p>



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Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.

(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.

(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.

Change History

Registration Number: 202300668510 (2023-01-13 2:44:07 PM)
Sections Changed: Business Debtors

[Back to Top](#)

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Business Debtor

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Search by Business Debtor: 8 similar matches were found.

Business Debtor Name	No. of Registrations
1. DAKOTA PLAINS BAND	3
2. Dakota Plains Band	1
3. Dakota Plains First Nation	2
4. Dakota Plains First Nations Health	1
5. Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership	1
6. Dakota Plains Wahpeton Oyate Management Co. Ltd.	1
7. Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd.	1
8. Dakota Plains Wahpeton Oyate Real Estate Limited Partnership	1

1. DAKOTA PLAINS BAND

 Include in Printed Search Results

1.1 DAKOTA PLAINS BAND: Registration 202120017804 (2021-11-08 4:43:17 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	52 Dakota Drive, P.O. Box 1246, Portage La Prairie, MB Canada R1N 3J9
This registration is jointly registered with these business debtors	Dakota Plains First Nations Health
Secured Parties (party code, name, address)	AD491 CWB NATIONAL LEASING INC. 1525 BUFFALO PLACE WINNIPEG, MB Canada R3T 1L9
General Collateral Description	ALL ATVs/Snowmobiles OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 3048959, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.
Serial Numbered Goods (serial number, category, year, description)	4XARRZ998M8474652 Motor Vehicle 2021 Polaris Ranger XP 1000

1.2 DAKOTA PLAINS BAND: Registration 202102802707 (2021-02-19 11:29:30 AM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2025-02-19
Special Notices	Purchase Money Security Interest
Debtor Address	PO BOX 1246, 44 DAKOTA DRIVE, DAKOTA PLAINS FIRST NATION PORTAGE LA PRAIRIE, MANITOBA Canada R1N 3J9
Secured Parties (party code, name, address)	FALCON AUTO LEASING INC. 361 MARION STREET WINNIPEG, MANITOBA Canada R2H 0V4
General Collateral Description	ASSIGNMENT OF LEASE #21-67-48 BETWEEN FALCON AUTO LEASING INC. AND DAKOTA PLAINS BAND. DATED FEBRUARY 18, 2021. ASSIGNMENT OF LEASE #21-241-48 BETWEEN FALCON AUTO LEASING INC. AND DAKOTA PLAINS BAND. DATED FEBRUARY 18, 2021.
Serial Numbered Goods (serial number, category, year, description)	1G6DU5RK1M0107851 Motor Vehicle 2021 CADILLAC CT5 - BLACK 1C4HJXFN3MW517081 Motor Vehicle

	2021 JEEP WRANGLER UNLIMITED RUBICON - GRAY
1.3 DAKOTA PLAINS BAND: Registration 880216110765 (1988-02-16)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	Infinity
Special Notices	Corporate Security
Debtor Address	GENERAL DELIVERY EDWIN, MANITOBA CANADA R0H0G0
Secured Parties (party code, name, address)	DAKOTA OJIBWAY DEVELOPMENT GROUP INC 400-213 NOTRE DAME AVENUE WINNIPEG, MANITOBA CANADA R3B1N3
Additional Information	NOTES FROM PRIOR LAW: CORPORATE SECURITY PARTICULARS: Amount: \$25000.00 Document Type: DEBENTURE Doc. Date: 850704 See microfilm record for Corporate Security document.
Back to Top	
2. Dakota Plains Band <input type="checkbox"/> Include in Printed Search Results	
2.1 Dakota Plains Band: Registration 200803659701 (2008-02-28 3:31:46 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2030-10-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 1246 Portage la Prairie, Manitoba Canada R1N 3J9
This registration is jointly registered with these business debtors	Dakota Plains First Nation
Secured Parties (party code, name, address)	Peace Hills Trust Company Unit 1 1134 Taylor Avenue Winnipeg, Manitoba Canada R3M 3Z4
General Collateral Description	"A SECURITY INTEREST IN ALL OF THE PRESENT AND AFTER ACQUIRED UNDERTAKING AND PROPERTY OF THE DEBTOR INCLUDING ALL THE RIGHTS, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HERE AFTER ACQUIRE IN PROPERTY, INCLUDING BUT NOT LIMITED TO INVENTORY, FURNITURE, FIXTURES, EQUIPMENT, MACHINERY, PLANT, TOOLS, VEHICLES, OTHER TANGIBLE PERSONABLE PROPERTY, ACCOUNTS DEBTS, DEMANDS, CHOSSES IN ACTION, ALL INTANGIBLES, ALL CHATTEL PAPER, INSTRUMENTS, SHARES, SECURITIES, MONEY, LETTERS OF CREDIT AND CHEQUES" INTEREST OVER: COMPREHENSIVE FUNDING AGREEMENT (CFA) AND/OR FINANCIAL TRANSFER AGREEMENTS (FTA) BETWEEN THE DAKOTA PLAINS FIRST NATION AND INDIAN AND NORTHERN AFFAIRS CANADA, INCLUDING ALL AMENDMENTS AND RENEWALS THEREOF. INTEREST OVER: ASSIGNMENT OF MONEYS DUE FROM PARTICULAR CONTRACTS OR ACCOUNTS WITH RESPECT TO FUNDNIG AGREEMENTS BETWEEN DAKOTA PLAIN FIRST NATION AND FIRST NATION AND INUIT HEALTH BRANCH, HEALTH CANADA INTEREST OVER: ASSIGNMENT OF MONEY DUE FROM PARTICULAR CONTRACT OR ACCOUNTS WITH RESPECT TO RENTAL CONTACTS AND VARIOIUS RENTERS AGREEMENT BETWEEN DAKOTA PLAIN FIRST NATION AND FIRST NATION AND INUIT HEALTH BRANCH. RENTAL AGREEMENTS BETWEEN DAKOTA PLAINS FIRST NATION AND RENTERS AT 62 AND 63 SKUNK CREEK ROAD, DAKOTA PLAINS FIRST NATION
Serial Numbered Goods (serial number, category, year, description)	1BAKACPH1FF310080 Motor Vehicle 2015 Blue Bird Vision 36 Passenger School Bus JJGN58SNLEC706584 Motor Vehicle 2015 Case 580SN Backhoe
Change History	Registration Number: 202014379519 (2020-09-02 11:14:46 AM) Sections Changed: Expiry Date Registration Number: 201721018712 (2017-11-17 2:44:01 PM) Sections Changed: General Collateral Description Registration Number: 201718934015 (2017-10-17 10:02:09 AM) Sections Changed: Serial Numbered Goods Registration Number: 201708833610 (2017-05-19 1:52:39 PM)

Sections Changed: Secured Parties, Serial Numbered Goods
Registration Number: 201601519211 (2016-01-27 11:43:25 AM) Sections Changed: General Collateral Description, Serial Numbered Goods
Registration Number: 201418718515 (2014-10-02 2:24:12 PM) Sections Changed: Serial Numbered Goods
Registration Number: 201418516912 (2014-09-30 2:10:59 PM) Sections Changed: Secured Parties, Expiry Date, Serial Numbered Goods
Registration Number: 200920989119 (2009-12-07 4:25:17 PM) Sections Changed: Expiry Date
Registration Number: 200918788513 (2009-10-29 3:12:22 PM) Sections Changed: General Information, General Collateral Description, Serial Numbered Goods
Registration Number: 200918579515 (2009-10-27 12:28:12 PM) Sections Changed: Secured Parties, Expiry Date, General Collateral Description

[Back to Top](#)

3. Dakota Plains First Nation

Include in Printed Search Results

3.1 Dakota Plains First Nation: Registration 201908757802 (2019-05-28 12:46:21 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc., 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7
General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".</p> <p>(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.</p> <p>(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").</p> <p>(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".</p> <p>(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.</p> <p>(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.</p> <p>(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the</p>

PPSA) to confirm the registration of any such financing statement or financing change statement.

3.2 Dakota Plains First Nation: Registration 200803659701 (2008-02-28 3:31:46 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2030-10-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 1246 Portage la Prairie, Manitoba Canada R1N 3J9
This registration is jointly registered with these business debtors	Dakota Plains Band
Secured Parties (party code, name, address)	Peace Hills Trust Company Unit 1 1134 Taylor Avenue Winnipeg, Manitoba Canada R3M 3Z4
General Collateral Description	"A SECURITY INTEREST IN ALL OF THE PRESENT AND AFTER ACQUIRED UNDERTAKING AND PROPERTY OF THE DEBTOR INCLUDING ALL THE RIGHTS, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HERE AFTER ACQUIRE IN PROPERTY, INCLUDING BUT NOT LIMITED TO INVENTORY, FURNITURE, FIXTURES, EQUIPMENT, MACHINERY, PLANT, TOOLS, VEHICLES, OTHER TANGIBLE PERSONABLE PROPERTY, ACCOUNTS DEBTS, DEMANDS, CHOSSES IN ACTION, ALL INTANGIBLES, ALL CHATTEL PAPER, INSTRUMENTS, SHARES, SECURITIES, MONEY, LETTERS OF CREDIT AND CHEQUES" INTEREST OVER: COMPREHENSIVE FUNDING AGREEMENT (CFA)AND/OR FINANCIAL TRANSFER AGREEMENTS (FTA) BETWEEN THE DAKOTA PLAINS FIRST NATION AND INDIAN AND NORTHERN AFFAIRS CANADA, INCLUDING ALL AMENDMENTS AND RENEWALS THEREOF. INTEREST OVER: ASSIGNMENT OF MONEYS DUE FROM PARTICULAR CONTRACTS OR ACCOUNTS WITH RESPECT TO FUNDNIG AGREEMENTS BETWEEN DAKOTA PLAIN FIRST NATION AND FIRST NATION AND INUIT HEALTH BRANCH, HEALTH CANADA INTEREST OVER: ASSIGNMENT OF MONEY DUE FROM PARTICULAR CONTRACT OR ACCOUNTS WITH RESPECT TO RENTAL CONTACTS AND VARIOIUS RENTERS AGREEMENT BETWEEN DAKOTA PLAIN FIRST NATION AND FIRST NATION AND INUIT HEALTH BRANCH. RENTAL AGREEMENTS BETWEEN DAKOTA PLAINS FIRST NATION AND RENTERS AT 62 AND 63 SKUNK CREEK ROAD, DAKOTA PLAINS FIRST NATION
Serial Numbered Goods (serial number, category, year, description)	1BAKACPH1FF310080 Motor Vehicle 2015 Blue Bird Vision 36 Passenger School Bus JJGN58SNLEC706584 Motor Vehicle 2015 Case 580SN Backhoe
Change History	Registration Number: 202014379519 (2020-09-02 11:14:46 AM) Sections Changed: Expiry Date Registration Number: 201721018712 (2017-11-17 2:44:01 PM) Sections Changed: General Collateral Description Registration Number: 201718934015 (2017-10-17 10:02:09 AM) Sections Changed: Serial Numbered Goods Registration Number: 201708833610 (2017-05-19 1:52:39 PM) Sections Changed: Secured Parties, Serial Numbered Goods Registration Number: 201601519211 (2016-01-27 11:43:25 AM) Sections Changed: General Collateral Description, Serial Numbered Goods Registration Number: 201418718515 (2014-10-02 2:24:12 PM) Sections Changed: Serial Numbered Goods Registration Number: 201418516912 (2014-09-30 2:10:59 PM) Sections Changed: Secured Parties, Expiry Date, Serial Numbered Goods Registration Number: 200920989119 (2009-12-07 4:25:17 PM) Sections Changed: Expiry Date Registration Number: 200918788513 (2009-10-29 3:12:22 PM) Sections Changed: General Information, General Collateral Description, Serial Numbered Goods Registration Number: 200918579515 (2009-10-27 12:28:12 PM) Sections Changed: Secured Parties, Expiry Date, General Collateral Description

[Back to Top](#)

4. Dakota Plains First Nations Health

Include in Printed Search Results

4.1 Dakota Plains First Nations Health: Registration 202120017804 (2021-11-08 4:43:17 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-06-01
Special Notices	Purchase Money Security Interest

Debtor Address	52 Dakota Drive, P.O. Box 1246, Portage La Prairie, MB Canada R1N 3J9
This registration is jointly registered with these business debtors	DAKOTA PLAINS BAND
Secured Parties (party code, name, address)	AD491 CWB NATIONAL LEASING INC. 1525 BUFFALO PLACE WINNIPEG, MB Canada R3T 1L9
General Collateral Description	ALL ATVs/Snowmobiles OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 3048959, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.
Serial Numbered Goods (serial number, category, year, description)	4XARRZ998M8474652 Motor Vehicle 2021 Polaris Ranger XP 1000

[Back to Top](#)

5. Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership

Include in Printed Search Results

5.1 Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership: Registration 201908760005 (2019-05-28 1:01:18 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7
General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".</p> <p>(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.</p> <p>(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").</p> <p>(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".</p> <p>(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.</p> <p>(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.</p> <p>(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and</p>

appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.

Change History

Registration Number: 202300666215 (2023-01-13 2:28:42 PM)
Sections Changed: Business Debtors

[Back to Top](#)

6. Dakota Plains Wahpeton Oyate Management Co. Ltd.

Include in Printed Search Results

6.1 Dakota Plains Wahpeton Oyate Management Co. Ltd.: Registration 201908762601 (2019-05-28 1:11:17 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7
General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".</p> <p>(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.</p> <p>(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").</p> <p>(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".</p> <p>(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.</p> <p>(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.</p> <p>(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.</p>

Change History	Registration Number: 202300667211 (2023-01-13 2:32:53 PM) Sections Changed: Business Debtors
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[Back to Top](#)

7. Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd.

Include in Printed Search Results

7.1 Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd.: Registration 201908759600 (2019-05-28 12:57:36 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest

Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
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Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7
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General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".</p> <p>(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.</p> <p>(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").</p> <p>(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".</p> <p>(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.</p> <p>(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.</p> <p>(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.</p>
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Change History	Registration Number: 202300668412 (2023-01-13 2:41:27 PM) Sections Changed: Business Debtors
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[Back to Top](#)

8. Dakota Plains Wahpeton Oyate Real Estate Limited Partnership

Include in Printed Search Results

8.1 Dakota Plains Wahpeton Oyate Real Estate Limited Partnership: Registration 201908758108 (2019-05-28 12:50:04 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7
General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".</p> <p>(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.</p> <p>(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").</p> <p>(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".</p> <p>(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.</p> <p>(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.</p> <p>(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.</p>
Change History	<p>Registration Number: 202300667912 (2023-01-13 2:38:07 PM) Sections Changed: Business Debtors</p> <p>Registration Number: 201909144111 (2019-06-03 9:15:21 AM) Sections Changed: Expiry Date</p>
Back to Top	

Search Results	Similar Matches	Print Requests	Mailing Information	Payment
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[Printer Friendly Version](#)

[Privacy](#)

Business Debtor

- Search Results
- Similar Matches
- Print Requests
- Mailing Information
- Payment

Help

Search by Business Debtor

Date: 2024-02-20
Time: 11:00:37 AM
Transaction Number: 10272381286
User ID:

Business Name: Dakota Plains Wahpeton Oyate Management Co. Ltd.

BusinessDebtorSearchResultPrintController#creditCardReceipt
[Credit Card Receipt](#)

1 exact match was found.
8 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. Dakota Plains Wahpeton Oyate Management Co. Ltd.	1

1. Dakota Plains Wahpeton Oyate Management Co. Ltd.

1.1 Dakota Plains Wahpeton Oyate Management Co. Ltd.: Registration 201908762601 (2019-05-28 1:11:17 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7

General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".</p> <p>(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.</p> <p>(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").</p> <p>(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".</p> <p>(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to</p>
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- Services**
- Search Services**
- Individual Debtor
 - Business Debtor
 - Registration Number
 - Serial Number
 - Document Copies
- Other Services**
- Fees
 - Party Code
 - Registration History
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- eRegistration
 - Land Titles Online
 - Plan Deposit Submission
 - Title Check
 - Account Information

Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.

(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.

(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.

Change History

Registration Number: 202300667211 (2023-01-13 2:32:53 PM)
Sections Changed: Business Debtors

[Back to Top](#)

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Business Debtor

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Account Information

Search by Business Debtor: 8 similar matches were found.

Business Debtor Name	No. of Registrations
1. DAKOTA PLAINS BAND	3
2. Dakota Plains Band	1
3. Dakota Plains First Nation	2
4. Dakota Plains First Nations Health	1
5. Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership	1
6. Dakota Plains Wahpeton Oyate Economics Development Corporation	1
7. Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd.	1
8. Dakota Plains Wahpeton Oyate Real Estate Limited Partnership	1

1. DAKOTA PLAINS BAND

 Include in Printed Search Results

1.1 DAKOTA PLAINS BAND: Registration 202120017804 (2021-11-08 4:43:17 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	52 Dakota Drive, P.O. Box 1246, Portage La Prairie, MB Canada R1N 3J9
This registration is jointly registered with these business debtors	Dakota Plains First Nations Health
Secured Parties (party code, name, address)	AD491 CWB NATIONAL LEASING INC. 1525 BUFFALO PLACE WINNIPEG, MB Canada R3T 1L9
General Collateral Description	ALL ATVs/Snowmobiles OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 3048959, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.
Serial Numbered Goods (serial number, category, year, description)	4XARRZ998M8474652 Motor Vehicle 2021 Polaris Ranger XP 1000

1.2 DAKOTA PLAINS BAND: Registration 202102802707 (2021-02-19 11:29:30 AM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2025-02-19
Special Notices	Purchase Money Security Interest
Debtor Address	PO BOX 1246, 44 DAKOTA DRIVE, DAKOTA PLAINS FIRST NATION PORTAGE LA PRAIRIE, MANITOBA Canada R1N 3J9
Secured Parties (party code, name, address)	FALCON AUTO LEASING INC. 361 MARION STREET WINNIPEG, MANITOBA Canada R2H 0V4
General Collateral Description	ASSIGNMENT OF LEASE #21-67-48 BETWEEN FALCON AUTO LEASING INC. AND DAKOTA PLAINS BAND. DATED FEBRUARY 18, 2021. ASSIGNMENT OF LEASE #21-241-48 BETWEEN FALCON AUTO LEASING INC. AND DAKOTA PLAINS BAND. DATED FEBRUARY 18, 2021.
Serial Numbered Goods (serial number, category, year, description)	1G6DU5RK1M0107851 Motor Vehicle 2021 CADILLAC CT5 - BLACK 1C4HJXFN3MW517081 Motor Vehicle

2021 JEEP WRANGLER UNLIMITED RUBICON - GRAY	
1.3 DAKOTA PLAINS BAND: Registration 880216110765 (1988-02-16)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	Infinity
Special Notices	Corporate Security
Debtor Address	GENERAL DELIVERY EDWIN, MANITOBA CANADA R0H0G0
Secured Parties (party code, name, address)	DAKOTA OJIBWAY DEVELOPMENT GROUP INC 400-213 NOTRE DAME AVENUE WINNIPEG, MANITOBA CANADA R3B1N3
Additional Information	NOTES FROM PRIOR LAW: CORPORATE SECURITY PARTICULARS: Amount: \$25000.00 Document Type: DEBENTURE Doc. Date: 850704 See microfilm record for Corporate Security document.

[Back to Top](#)

2. Dakota Plains Band

Include in Printed Search Results

2.1 Dakota Plains Band: Registration 200803659701 (2008-02-28 3:31:46 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2030-10-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 1246 Portage la Prairie, Manitoba Canada R1N 3J9
This registration is jointly registered with these business debtors	Dakota Plains First Nation
Secured Parties (party code, name, address)	Peace Hills Trust Company Unit 1 1134 Taylor Avenue Winnipeg, Manitoba Canada R3M 3Z4
General Collateral Description	"A SECURITY INTEREST IN ALL OF THE PRESENT AND AFTER ACQUIRED UNDERTAKING AND PROPERTY OF THE DEBTOR INCLUDING ALL THE RIGHTS, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HERE AFTER ACQUIRE IN PROPERTY, INCLUDING BUT NOT LIMITED TO INVENTORY, FURNITURE, FIXTURES, EQUIPMENT, MACHINERY, PLANT, TOOLS, VEHICLES, OTHER TANGIBLE PERSONABLE PROPERTY, ACCOUNTS DEBTS, DEMANDS, CHOSSES IN ACTION, ALL INTANGIBLES, ALL CHATTEL PAPER, INSTRUMENTS, SHARES, SECURITIES, MONEY, LETTERS OF CREDIT AND CHEQUES" INTEREST OVER: COMPREHENSIVE FUNDING AGREEMENT (CFA) AND/OR FINANCIAL TRANSFER AGREEMENTS (FTA) BETWEEN THE DAKOTA PLAINS FIRST NATION AND INDIAN AND NORTHERN AFFAIRS CANADA, INCLUDING ALL AMENDMENTS AND RENEWALS THEREOF. INTEREST OVER: ASSIGNMENT OF MONEYS DUE FROM PARTICULAR CONTRACTS OR ACCOUNTS WITH RESPECT TO FUNDNIG AGREEMENTS BETWEEN DAKOTA PLAIN FIRST NATION AND FIRST NATION AND FIRST INUIT HEALTH BRANCH, HEALTH CANADA INTEREST OVER: ASSIGNMENT OF MONEY DUE FROM PARTICULAR CONTRACT OR ACCOUNTS WITH RESPECT TO RENTAL CONTACTS AND VARIOIUS RENTERS AGREEMENT BETWEEN DAKOTA PLAIN FIRST NATION AND FIRST NATION AND INUIT HEALTH BRANCH. RENTAL AGREEMENTS BETWEEN DAKOTA PLAINS FIRST NATION AND RENTERS AT 62 AND 63 SKUNK CREEK ROAD, DAKOTA PLAINS FIRST NATION
Serial Numbered Goods (serial number, category, year, description)	1BAKACPH1FF310080 Motor Vehicle 2015 Blue Bird Vision 36 Passenger School Bus JJGN58SNLEC706584 Motor Vehicle 2015 Case 580SN Backhoe
Change History	Registration Number: 202014379519 (2020-09-02 11:14:46 AM) Sections Changed: Expiry Date Registration Number: 201721018712 (2017-11-17 2:44:01 PM) Sections Changed: General Collateral Description Registration Number: 201718934015 (2017-10-17 10:02:09 AM) Sections Changed: Serial Numbered Goods Registration Number: 201708833610 (2017-05-19 1:52:39 PM)

Sections Changed: Secured Parties, Serial Numbered Goods
Registration Number: 201601519211 (2016-01-27 11:43:25 AM) Sections Changed: General Collateral Description, Serial Numbered Goods
Registration Number: 201418718515 (2014-10-02 2:24:12 PM) Sections Changed: Serial Numbered Goods
Registration Number: 201418516912 (2014-09-30 2:10:59 PM) Sections Changed: Secured Parties, Expiry Date, Serial Numbered Goods
Registration Number: 200920989119 (2009-12-07 4:25:17 PM) Sections Changed: Expiry Date
Registration Number: 200918788513 (2009-10-29 3:12:22 PM) Sections Changed: General Information, General Collateral Description, Serial Numbered Goods
Registration Number: 200918579515 (2009-10-27 12:28:12 PM) Sections Changed: Secured Parties, Expiry Date, General Collateral Description

[Back to Top](#)

3. Dakota Plains First Nation

Include in Printed Search Results

3.1 Dakota Plains First Nation: Registration 201908757802 (2019-05-28 12:46:21 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc., 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7
General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".</p> <p>(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.</p> <p>(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").</p> <p>(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".</p> <p>(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.</p> <p>(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.</p> <p>(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the</p>

PPSA) to confirm the registration of any such financing statement or financing change statement.

3.2 Dakota Plains First Nation: Registration 200803659701 (2008-02-28 3:31:46 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2030-10-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 1246 Portage la Prairie, Manitoba Canada R1N 3J9
This registration is jointly registered with these business debtors	Dakota Plains Band
Secured Parties (party code, name, address)	Peace Hills Trust Company Unit 1 1134 Taylor Avenue Winnipeg, Manitoba Canada R3M 3Z4
General Collateral Description	<p>"A SECURITY INTEREST IN ALL OF THE PRESENT AND AFTER ACQUIRED UNDERTAKING AND PROPERTY OF THE DEBTOR INCLUDING ALL THE RIGHTS, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HERE AFTER ACQUIRE IN PROPERTY, INCLUDING BUT NOT LIMITED TO INVENTORY, FURNITURE, FIXTURES, EQUIPMENT, MACHINERY, PLANT, TOOLS, VEHICLES, OTHER TANGIBLE PERSONABLE PROPERTY, ACCOUNTS DEBTS, DEMANDS, CHOSSES IN ACTION, ALL INTANGIBLES, ALL CHATTEL PAPER, INSTRUMENTS, SHARES, SECURITIES, MONEY, LETTERS OF CREDIT AND CHEQUES"</p> <p>INTEREST OVER: COMPREHENSIVE FUNDING AGREEMENT (CFA) AND/OR FINANCIAL TRANSFER AGREEMENTS (FTA) BETWEEN THE DAKOTA PLAINS FIRST NATION AND INDIAN AND NORTHERN AFFAIRS CANADA, INCLUDING ALL AMENDMENTS AND RENEWALS THEREOF.</p> <p>INTEREST OVER: ASSIGNMENT OF MONEYS DUE FROM PARTICULAR CONTRACTS OR ACCOUNTS WITH RESPECT TO FUNDING AGREEMENTS BETWEEN DAKOTA PLAIN FIRST NATION AND FIRST NATION AND INUIT HEALTH BRANCH, HEALTH CANADA</p> <p>INTEREST OVER: ASSIGNMENT OF MONEY DUE FROM PARTICULAR CONTRACT OR ACCOUNTS WITH RESPECT TO RENTAL CONTACTS AND VARIOUS RENTERS AGREEMENT BETWEEN DAKOTA PLAIN FIRST NATION AND FIRST NATION AND INUIT HEALTH BRANCH. RENTAL AGREEMENTS BETWEEN DAKOTA PLAINS FIRST NATION AND RENTERS AT 62 AND 63 SKUNK CREEK ROAD, DAKOTA PLAINS FIRST NATION</p>
Serial Numbered Goods (serial number, category, year, description)	<p>1BAKACPH1FF310080 Motor Vehicle 2015 Blue Bird Vision 36 Passenger School Bus</p> <p>JJGN58SNLEC706584 Motor Vehicle 2015 Case 580SN Backhoe</p>
Change History	<p>Registration Number: 202014379519 (2020-09-02 11:14:46 AM) Sections Changed: Expiry Date</p> <p>Registration Number: 201721018712 (2017-11-17 2:44:01 PM) Sections Changed: General Collateral Description</p> <p>Registration Number: 201718934015 (2017-10-17 10:02:09 AM) Sections Changed: Serial Numbered Goods</p> <p>Registration Number: 201708833610 (2017-05-19 1:52:39 PM) Sections Changed: Secured Parties, Serial Numbered Goods</p> <p>Registration Number: 201601519211 (2016-01-27 11:43:25 AM) Sections Changed: General Collateral Description, Serial Numbered Goods</p> <p>Registration Number: 201418718515 (2014-10-02 2:24:12 PM) Sections Changed: Serial Numbered Goods</p> <p>Registration Number: 201418516912 (2014-09-30 2:10:59 PM) Sections Changed: Secured Parties, Expiry Date, Serial Numbered Goods</p> <p>Registration Number: 200920989119 (2009-12-07 4:25:17 PM) Sections Changed: Expiry Date</p> <p>Registration Number: 200918788513 (2009-10-29 3:12:22 PM) Sections Changed: General Information, General Collateral Description, Serial Numbered Goods</p> <p>Registration Number: 200918579515 (2009-10-27 12:28:12 PM) Sections Changed: Secured Parties, Expiry Date, General Collateral Description</p>

[Back to Top](#)

4. Dakota Plains First Nations Health

Include in Printed Search Results

4.1 Dakota Plains First Nations Health: Registration 202120017804 (2021-11-08 4:43:17 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-06-01
Special Notices	Purchase Money Security Interest

Debtor Address	52 Dakota Drive, P.O. Box 1246, Portage La Prairie, MB Canada R1N 3J9
This registration is jointly registered with these business debtors	DAKOTA PLAINS BAND
Secured Parties (party code, name, address)	AD491 CWB NATIONAL LEASING INC. 1525 BUFFALO PLACE WINNIPEG, MB Canada R3T 1L9
General Collateral Description	ALL ATVs/Snowmobiles OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 3048959, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.
Serial Numbered Goods (serial number, category, year, description)	4XARRZ998M8474652 Motor Vehicle 2021 Polaris Ranger XP 1000

[Back to Top](#)

5. Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership

Include in Printed Search Results

5.1 Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership: Registration 201908760005 (2019-05-28 1:01:18 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7
General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".</p> <p>(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.</p> <p>(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").</p> <p>(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".</p> <p>(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.</p> <p>(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.</p> <p>(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and</p>

appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.

Change History

Registration Number: 202300666215 (2023-01-13 2:28:42 PM)
Sections Changed: Business Debtors

[Back to Top](#)

6. Dakota Plains Wahpeton Oyate Economics Development Corporation

Include in Printed Search Results

6.1 Dakota Plains Wahpeton Oyate Economics Development Corporation: Registration 201908760609 (2019-05-28 1:08:19 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7

General Collateral Description

1. Security Interest.

(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").

(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".

(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.

(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").

(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".

(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.

(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.

(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.

Change History	Registration Number: 202300668510 (2023-01-13 2:44:07 PM) Sections Changed: Business Debtors
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[Back to Top](#)

7. Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd.

Include in Printed Search Results

7.1 Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd.: Registration 201908759600 (2019-05-28 12:57:36 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7

General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".</p> <p>(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.</p> <p>(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").</p> <p>(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".</p> <p>(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.</p> <p>(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.</p> <p>(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.</p>
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Change History	Registration Number: 202300668412 (2023-01-13 2:41:27 PM) Sections Changed: Business Debtors
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[Back to Top](#)

8. Dakota Plains Wahpeton Oyate Real Estate Limited Partnership

Include in Printed Search Results

8.1 Dakota Plains Wahpeton Oyate Real Estate Limited Partnership: Registration 201908758108 (2019-05-28 12:50:04 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest

Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
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Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7
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General Collateral Description

1. Security Interest.

(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").

(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".

(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.

(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").

(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".

(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.

(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.

(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.

Change History	Registration Number: 202300667912 (2023-01-13 2:38:07 PM) Sections Changed: Business Debtors
	Registration Number: 201909144111 (2019-06-03 9:15:21 AM) Sections Changed: Expiry Date

[Back to Top](#)

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Business Debtor

- Search Results
- Similar Matches
- Print Requests
- Mailing Information
- Payment

Help

Search by Business Debtor

Date: 2024-02-20
Time: 11:04:00 AM
Transaction Number: 10272381394
User ID:

Business Name: Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd.

BusinessDebtorSearchResultPrintController#creditCardReceipt
[Credit Card Receipt](#)

1 exact match was found.
8 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd.	1

1. Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd.

1.1 Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd.: Registration 201908759600 (2019-05-28 12:57:36 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7
General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".</p> <p>(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.</p> <p>(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").</p> <p>(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".</p> <p>(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to</p>



Services

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- Individual Debtor
- Business Debtor
- Registration Number
- Serial Number
- Document Copies

Other Services

- Fees
- Party Code
- Registration History
- Contact Us

- eRegistration
- Land Titles Online
- Plan Deposit Submission
- Title Check
- Account Information

Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.

(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.

(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.

Change History

Registration Number: 202300668412 (2023-01-13 2:41:27 PM)
Sections Changed: Business Debtors

[Back to Top](#)

END OF EXACT MATCHES

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Business Debtor

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Plan Deposit Submission
Title Check
Account Information

Search by Business Debtor: 8 similar matches were found.

Business Debtor Name	No. of Registrations
1. DAKOTA PLAINS BAND	3
2. Dakota Plains Band	1
3. Dakota Plains First Nation	2
4. Dakota Plains First Nations Health	1
5. Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership	1
6. Dakota Plains Wahpeton Oyate Economics Development Corporation	1
7. Dakota Plains Wahpeton Oyate Management Co. Ltd.	1
8. Dakota Plains Wahpeton Oyate Real Estate Limited Partnership	1

1. DAKOTA PLAINS BAND

 Include in Printed Search Results

1.1 DAKOTA PLAINS BAND: Registration 202120017804 (2021-11-08 4:43:17 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	52 Dakota Drive, P.O. Box 1246, Portage La Prairie, MB Canada R1N 3J9
This registration is jointly registered with these business debtors	Dakota Plains First Nations Health
Secured Parties (party code, name, address)	AD491 CWB NATIONAL LEASING INC. 1525 BUFFALO PLACE WINNIPEG, MB Canada R3T 1L9
General Collateral Description	ALL ATVs/Snowmobiles OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 3048959, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.
Serial Numbered Goods (serial number, category, year, description)	4XARRZ998M8474652 Motor Vehicle 2021 Polaris Ranger XP 1000

1.2 DAKOTA PLAINS BAND: Registration 202102802707 (2021-02-19 11:29:30 AM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2025-02-19
Special Notices	Purchase Money Security Interest
Debtor Address	PO BOX 1246, 44 DAKOTA DRIVE, DAKOTA PLAINS FIRST NATION PORTAGE LA PRAIRIE, MANITOBA Canada R1N 3J9
Secured Parties (party code, name, address)	FALCON AUTO LEASING INC. 361 MARION STREET WINNIPEG, MANITOBA Canada R2H 0V4
General Collateral Description	ASSIGNMENT OF LEASE #21-67-48 BETWEEN FALCON AUTO LEASING INC. AND DAKOTA PLAINS BAND. DATED FEBRUARY 18, 2021. ASSIGNMENT OF LEASE #21-241-48 BETWEEN FALCON AUTO LEASING INC. AND DAKOTA PLAINS BAND. DATED FEBRUARY 18, 2021.
Serial Numbered Goods (serial number, category, year, description)	1G6DU5RK1M0107851 Motor Vehicle 2021 CADILLAC CT5 - BLACK 1C4HJXFN3MW517081 Motor Vehicle

2021 JEEP WRANGLER UNLIMITED RUBICON - GRAY	
1.3 DAKOTA PLAINS BAND: Registration 880216110765 (1988-02-16)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	Infinity
Special Notices	Corporate Security
Debtor Address	GENERAL DELIVERY EDWIN, MANITOBA CANADA R0H0G0
Secured Parties (party code, name, address)	DAKOTA OJIBWAY DEVELOPMENT GROUP INC 400-213 NOTRE DAME AVENUE WINNIPEG, MANITOBA CANADA R3B1N3
Additional Information	NOTES FROM PRIOR LAW: CORPORATE SECURITY PARTICULARS: Amount: \$25000.00 Document Type: DEBENTURE Doc. Date: 850704 See microfilm record for Corporate Security document.

[Back to Top](#)

2. Dakota Plains Band

Include in Printed Search Results

2.1 Dakota Plains Band: Registration 200803659701 (2008-02-28 3:31:46 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2030-10-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 1246 Portage la Prairie, Manitoba Canada R1N 3J9
This registration is jointly registered with these business debtors	Dakota Plains First Nation
Secured Parties (party code, name, address)	Peace Hills Trust Company Unit 1 1134 Taylor Avenue Winnipeg, Manitoba Canada R3M 3Z4
General Collateral Description	"A SECURITY INTEREST IN ALL OF THE PRESENT AND AFTER ACQUIRED UNDERTAKING AND PROPERTY OF THE DEBTOR INCLUDING ALL THE RIGHTS, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HERE AFTER ACQUIRE IN PROPERTY, INCLUDING BUT NOT LIMITED TO INVENTORY, FURNITURE, FIXTURES, EQUIPMENT, MACHINERY, PLANT, TOOLS, VEHICLES, OTHER TANGIBLE PERSONABLE PROPERTY, ACCOUNTS DEBTS, DEMANDS, CHOSSES IN ACTION, ALL INTANGIBLES, ALL CHATTEL PAPER, INSTRUMENTS, SHARES, SECURITIES, MONEY, LETTERS OF CREDIT AND CHEQUES" INTEREST OVER: COMPREHENSIVE FUNDING AGREEMENT (CFA)AND/OR FINANCIAL TRANSFER AGREEMENTS (FTA) BETWEEN THE DAKOTA PLAINS FIRST NATION AND INDIAN AND NORTHERN AFFAIRS CANADA, INCLUDING ALL AMENDMENTS AND RENEWALS THEREOF. INTEREST OVER: ASSIGNMENT OF MONEYS DUE FROM PARTICULAR CONTRACTS OR ACCOUNTS WITH RESPECT TO FUNDNIG AGREEMENTS BETWEEN DAKOTA PLAIN FIRST NATION AND FIRST NATION AND INUIT HEALTH BRANCH, HEALTH CANADA INTEREST OVER: ASSIGNMENT OF MONEY DUE FROM PARTICULAR CONTRACT OR ACCOUNTS WITH RESPECT TO RENTAL CONTACTS AND VARIOIUS RENTERS AGREEMENT BETWEEN DAKOTA PLAIN FIRST NATION AND FIRST NATION AND INUIT HEALTH BRANCH. RENTAL AGREEMENTS BETWEEN DAKOTA PLAINS FIRST NATION AND RENTERS AT 62 AND 63 SKUNK CREEK ROAD, DAKOTA PLAINS FIRST NATION
Serial Numbered Goods (serial number, category, year, description)	1BAKACPH1FF310080 Motor Vehicle 2015 Blue Bird Vision 36 Passenger School Bus JJGN58SNLECF706584 Motor Vehicle 2015 Case 580SN Backhoe
Change History	Registration Number: 202014379519 (2020-09-02 11:14:46 AM) Sections Changed: Expiry Date Registration Number: 201721018712 (2017-11-17 2:44:01 PM) Sections Changed: General Collateral Description Registration Number: 201718934015 (2017-10-17 10:02:09 AM) Sections Changed: Serial Numbered Goods Registration Number: 201708833610 (2017-05-19 1:52:39 PM)

Sections Changed: Secured Parties, Serial Numbered Goods
Registration Number: 201601519211 (2016-01-27 11:43:25 AM)
Sections Changed: General Collateral Description, Serial Numbered Goods
Registration Number: 201418718515 (2014-10-02 2:24:12 PM)
Sections Changed: Serial Numbered Goods
Registration Number: 201418516912 (2014-09-30 2:10:59 PM)
Sections Changed: Secured Parties, Expiry Date, Serial Numbered Goods
Registration Number: 200920989119 (2009-12-07 4:25:17 PM)
Sections Changed: Expiry Date
Registration Number: 200918788513 (2009-10-29 3:12:22 PM)
Sections Changed: General Information, General Collateral Description, Serial Numbered Goods
Registration Number: 200918579515 (2009-10-27 12:28:12 PM)
Sections Changed: Secured Parties, Expiry Date, General Collateral Description

[Back to Top](#)

3. Dakota Plains First Nation

Include in Printed Search Results

3.1 Dakota Plains First Nation: Registration 201908757802 (2019-05-28 12:46:21 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc., 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7

General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".</p> <p>(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.</p> <p>(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").</p> <p>(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".</p> <p>(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.</p> <p>(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.</p> <p>(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the</p>
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PPSA) to confirm the registration of any such financing statement or financing change statement.

3.2 Dakota Plains First Nation: Registration 200803659701 (2008-02-28 3:31:46 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2030-10-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 1246 Portage la Prairie, Manitoba Canada R1N 3J9
This registration is jointly registered with these business debtors	Dakota Plains Band
Secured Parties (party code, name, address)	Peace Hills Trust Company Unit 1 1134 Taylor Avenue Winnipeg, Manitoba Canada R3M 3Z4
General Collateral Description	"A SECURITY INTEREST IN ALL OF THE PRESENT AND AFTER ACQUIRED UNDERTAKING AND PROPERTY OF THE DEBTOR INCLUDING ALL THE RIGHTS, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HERE AFTER ACQUIRE IN PROPERTY, INCLUDING BUT NOT LIMITED TO INVENTORY, FURNITURE, FIXTURES, EQUIPMENT, MACHINERY, PLANT, TOOLS, VEHICLES, OTHER TANGIBLE PERSONABLE PROPERTY, ACCOUNTS DEBTS, DEMANDS, CHOSSES IN ACTION, ALL INTANGIBLES, ALL CHATTEL PAPER, INSTRUMENTS, SHARES, SECURITIES, MONEY, LETTERS OF CREDIT AND CHEQUES" INTEREST OVER: COMPREHENSIVE FUNDING AGREEMENT (CFA)AND/OR FINANCIAL TRANSFER AGREEMENTS (FTA) BETWEEN THE DAKOTA PLAINS FIRST NATION AND INDIAN AND NORTHERN AFFAIRS CANADA, INCLUDING ALL AMENDMENTS AND RENEWALS THEREOF. INTEREST OVER: ASSIGNMENT OF MONEYS DUE FROM PARTICULAR CONTRACTS OR ACCOUNTS WITH RESPECT TO FUNDNIG AGREEMENTS BETWEEN DAKOTA PLAIN FIRST NATION AND FIRST NATION AND INUIT HEALTH BRANCH, HEALTH CANADA INTEREST OVER: ASSIGNMENT OF MONEY DUE FROM PARTICULAR CONTRACT OR ACCOUNTS WITH RESPECT TO RENTAL CONTACTS AND VARIOIUS RENTERS AGREEMENT BETWEEN DAKOTA PLAIN FIRST NATION AND FIRST NATION AND INUIT HEALTH BRANCH. RENTAL AGREEMENTS BETWEEN DAKOTA PLAINS FIRST NATION AND RENTERS AT 62 AND 63 SKUNK CREEK ROAD, DAKOTA PLAINS FIRST NATION
Serial Numbered Goods (serial number, category, year, description)	1BAKACPH1FF310080 Motor Vehicle. 2015 Blue Bird Vision 36 Passenger School Bus JJGN58SNLEC706584 Motor Vehicle 2015 Case 580SN Backhoe
Change History	Registration Number: 202014379519 (2020-09-02 11:14:46 AM) Sections Changed: Expiry Date Registration Number: 201721018712 (2017-11-17 2:44:01 PM) Sections Changed: General Collateral Description Registration Number: 201718934015 (2017-10-17 10:02:09 AM) Sections Changed: Serial Numbered Goods Registration Number: 201708833610 (2017-05-19 1:52:39 PM) Sections Changed: Secured Parties, Serial Numbered Goods Registration Number: 201601519211 (2016-01-27 11:43:25 AM) Sections Changed: General Collateral Description, Serial Numbered Goods Registration Number: 201418718515 (2014-10-02 2:24:12 PM) Sections Changed: Serial Numbered Goods Registration Number: 201418516912 (2014-09-30 2:10:59 PM) Sections Changed: Secured Parties, Expiry Date, Serial Numbered Goods Registration Number: 200920989119 (2009-12-07 4:25:17 PM) Sections Changed: Expiry Date Registration Number: 200918788513 (2009-10-29 3:12:22 PM) Sections Changed: General Information, General Collateral Description, Serial Numbered Goods Registration Number: 200918579515 (2009-10-27 12:28:12 PM) Sections Changed: Secured Parties, Expiry Date, General Collateral Description

[Back to Top](#)

4. Dakota Plains First Nations Health

Include in Printed Search Results

4.1 Dakota Plains First Nations Health: Registration 202120017804 (2021-11-08 4:43:17 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-06-01
Special Notices	Purchase Money Security Interest

Debtor Address	52 Dakota Drive, P.O. Box 1246, Portage La Prairie , MB Canada R1N 3J9
This registration is jointly registered with these business debtors	DAKOTA PLAINS BAND
Secured Parties (party code, name, address)	AD491 CWB NATIONAL LEASING INC. 1525 BUFFALO PLACE WINNIPEG, MB Canada R3T 1L9
General Collateral Description	ALL ATVs/Snowmobiles OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 3048959, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.
Serial Numbered Goods (serial number, category, year, description)	4XARRZ998M8474652 Motor Vehicle 2021 Polaris Ranger XP 1000

[Back to Top](#)

5. Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership

Include in Printed Search Results

5.1 Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership: Registration 201908760005 (2019-05-28 1:01:18 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7
General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".</p> <p>(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.</p> <p>(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").</p> <p>(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".</p> <p>(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.</p> <p>(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.</p> <p>(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and</p>

appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.

Change History

Registration Number: 20230066215 (2023-01-13 2:28:42 PM)
 Sections Changed: Business Debtors

[Back to Top](#)

6. Dakota Plains Wahpeton Oyate Economics Development Corporation

Include in Printed Search Results

6.1 Dakota Plains Wahpeton Oyate Economics Development Corporation: Registration 201908760609 (2019-05-28 1:08:19 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7

General Collateral Description

1. Security Interest.

(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").

(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".

(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.

(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").

(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".

(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.

(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.

(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.

Change History	Registration Number: 202300668510 (2023-01-13 2:44:07 PM) Sections Changed: Business Debtors
Back to Top	
7. Dakota Plains Wahpeton Oyate Management Co. Ltd. <input type="checkbox"/> Include in Printed Search Results	
7.1 Dakota Plains Wahpeton Oyate Management Co. Ltd.: Registration 201908762601 (2019-05-28 1:11:17 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7
General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".</p> <p>(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.</p> <p>(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").</p> <p>(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".</p> <p>(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.</p> <p>(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.</p> <p>(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.</p>
Change History	Registration Number: 202300667211 (2023-01-13 2:32:53 PM) Sections Changed: Business Debtors
Back to Top	
8. Dakota Plains Wahpeton Oyate Real Estate Limited Partnership <input type="checkbox"/> Include in Printed Search Results	

8.1 Dakota Plains Wahpeton Oyate Real Estate Limited Partnership: Registration 201908758108 (2019-05-28 12:50:04 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7
General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".</p> <p>(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.</p> <p>(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").</p> <p>(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".</p> <p>(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.</p> <p>(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.</p> <p>(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.</p>
Change History	Registration Number: 202300667912 (2023-01-13 2:38:07 PM) Sections Changed: Business Debtors <hr/> Registration Number: 201909144111 (2019-06-03 9:15:21 AM) Sections Changed: Expiry Date

[Back to Top](#)

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Help

Search by Business Debtor

Date: 2024-02-20
Time: 11:11:41 AM
Transaction Number: 10272381664
User ID:

Business Name: Dakota Plains Wahpeton Oyate Real Estate Limited Partnership

BusinessDebtorSearchResultPrintController#creditCardReceipt
[Credit Card Receipt](#)

1 exact match was found.
8 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. Dakota Plains Wahpeton Oyate Real Estate Limited Partnership	1

1. Dakota Plains Wahpeton Oyate Real Estate Limited Partnership

1.1 Dakota Plains Wahpeton Oyate Real Estate Limited Partnership: Registration 201908758108 (2019-05-28 12:50:04 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7
General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".</p> <p>(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.</p> <p>(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").</p> <p>(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".</p> <p>(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to</p>



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- Account Information

Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.

(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.

(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.

Change History

Registration Number: 202300667912 (2023-01-13 2:38:07 PM)
Sections Changed: Business Debtors

Registration Number: 201909144111 (2019-06-03 9:15:21 AM)
Sections Changed: Expiry Date

[Back to Top](#)

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Business Debtor

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- Print Requests
- Mailing Information
- Payment

Help

Search by Business Debtor: 8 similar matches were found.

Business Debtor Name	No. of Registrations
1. DAKOTA PLAINS BAND	3
2. Dakota Plains Band	1
3. Dakota Plains First Nation	2
4. Dakota Plains First Nations Health	1
5. Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership	1
6. Dakota Plains Wahpeton Oyate Economics Development Corporation	1
7. Dakota Plains Wahpeton Oyate Management Co. Ltd.	1
8. Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd.	1

1. DAKOTA PLAINS BAND

Include in Printed Search Results

1.1 DAKOTA PLAINS BAND: Registration 202120017804 (2021-11-08 4:43:17 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	52 Dakota Drive, P.O. Box 1246, Portage La Prairie, MB Canada R1N 3J9
This registration is jointly registered with these business debtors	Dakota Plains First Nations Health
Secured Parties (party code, name, address)	AD491 CWB NATIONAL LEASING INC. 1525 BUFFALO PLACE WINNIPEG, MB Canada R3T 1L9
General Collateral Description	ALL ATVs/Snowmobiles OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 3048959, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.
Serial Numbered Goods (serial number, category, year, description)	4XARRZ998M8474652 Motor Vehicle 2021 Polaris Ranger XP 1000

1.2 DAKOTA PLAINS BAND: Registration 202102802707 (2021-02-19 11:29:30 AM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2025-02-19
Special Notices	Purchase Money Security Interest
Debtor Address	PO BOX 1246, 44 DAKOTA DRIVE, DAKOTA PLAINS FIRST NATION PORTAGE LA PRAIRIE, MANITOBA Canada R1N 3J9
Secured Parties (party code, name, address)	FALCON AUTO LEASING INC. 361 MARION STREET WINNIPEG, MANITOBA Canada R2H 0V4
General Collateral Description	ASSIGNMENT OF LEASE #21-67-48 BETWEEN FALCON AUTO LEASING INC. AND DAKOTA PLAINS BAND. DATED FEBRUARY 18, 2021. ASSIGNMENT OF LEASE #21-241-48 BETWEEN FALCON AUTO LEASING INC. AND DAKOTA PLAINS BAND. DATED FEBRUARY 18, 2021.
Serial Numbered Goods (serial number, category, year, description)	1G6DU5RK1M0107851 Motor Vehicle 2021 CADILLAC CT5 - BLACK 1C4HJXFN3MW517081 Motor Vehicle



Services

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- Title Check
- Account Information

2021 JEEP WRANGLER UNLIMITED RUBICON - GRAY	
1.3 DAKOTA PLAINS BAND: Registration 880216110765 (1988-02-16)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	Infinity
Special Notices	Corporate Security
Debtor Address	GENERAL DELIVERY EDWIN, MANITOBA CANADA R0H0G0
Secured Parties (party code, name, address)	DAKOTA OJIBWAY DEVELOPMENT GROUP INC 400-213 NOTRE DAME AVENUE WINNIPEG, MANITOBA CANADA R3B1N3
Additional Information	NOTES FROM PRIOR LAW: CORPORATE SECURITY PARTICULARS: Amount: \$25000.00 Document Type: DEBENTURE Doc. Date: 850704 See microfilm record for Corporate Security document.

[Back to Top](#)

2. Dakota Plains Band

Include in Printed Search Results

2.1 Dakota Plains Band: Registration 200803659701 (2008-02-28 3:31:46 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2030-10-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 1246 Portage la Prairie, Manitoba Canada R1N 3J9
This registration is jointly registered with these business debtors	Dakota Plains First Nation
Secured Parties (party code, name, address)	Peace Hills Trust Company Unit 1 1134 Taylor Avenue Winnipeg, Manitoba Canada R3M 3Z4
General Collateral Description	"A SECURITY INTEREST IN ALL OF THE PRESENT AND AFTER ACQUIRED UNDERTAKING AND PROPERTY OF THE DEBTOR INCLUDING ALL THE RIGHTS, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HERE AFTER ACQUIRE IN PROPERTY, INCLUDING BUT NOT LIMITED TO INVENTORY, FURNITURE, FIXTURES, EQUIPMENT, MACHINERY, PLANT, TOOLS, VEHICLES, OTHER TANGIBLE PERSONABLE PROPERTY, ACCOUNTS DEBTS, DEMANDS, CHOSSES IN ACTION, ALL INTANGIBLES, ALL CHATTEL PAPER, INSTRUMENTS, SHARES, SECURITIES, MONEY, LETTERS OF CREDIT AND CHEQUES" INTEREST OVER: COMPREHENSIVE FUNDING AGREEMENT (CFA)AND/OR FINANCIAL TRANSFER AGREEMENTS (FTA) BETWEEN THE DAKOTA PLAINS FIRST NATION AND INDIAN AND NORTHERN AFFAIRS CANADA, INCLUDING ALL AMENDMENTS AND RENEWALS THEREOF. INTEREST OVER: ASSIGNMENT OF MONEYS DUE FROM PARTICULAR CONTRACTS OR ACCOUNTS WITH RESPECT TO FUNDNIG AGREEMENTS BETWEEN DAKOTA PLAIN FIRST NATION AND FIRST NATION AND INUIT HEALTH BRANCH, HEALTH CANADA INTEREST OVER: ASSIGNMENT OF MONEY DUE FROM PARTICULAR CONTRACT OR ACCOUNTS WITH RESPECT TO RENTAL CONTACTS AND VARIOIUS RENTERS AGREEMENT BETWEEN DAKOTA PLAIN FIRST NATION AND FIRST NATION AND INUIT HEALTH BRANCH. RENTAL AGREEMENTS BETWEEN DAKOTA PLAINS FIRST NATION AND RENTERS AT 62 AND 63 SKUNK CREEK ROAD, DAKOTA PLAINS FIRST NATION
Serial Numbered Goods (serial number, category, year, description)	1BAKACPH1FF310080 Motor Vehicle 2015 Blue Bird Vision 36 Passenger School Bus JJGN58SNLEC706584 Motor Vehicle 2015 Case 580SN Backhoe
Change History	Registration Number: 202014379519 (2020-09-02 11:14:46 AM) Sections Changed: Expiry Date Registration Number: 201721018712 (2017-11-17 2:44:01 PM) Sections Changed: General Collateral Description Registration Number: 201718934015 (2017-10-17 10:02:09 AM) Sections Changed: Serial Numbered Goods Registration Number: 201708833610 (2017-05-19 1:52:39 PM)

Sections Changed: Secured Parties, Serial Numbered Goods
Registration Number: 201601519211 (2016-01-27 11:43:25 AM) Sections Changed: General Collateral Description, Serial Numbered Goods
Registration Number: 201418718515 (2014-10-02 2:24:12 PM) Sections Changed: Serial Numbered Goods
Registration Number: 201418516912 (2014-09-30 2:10:59 PM) Sections Changed: Secured Parties, Expiry Date, Serial Numbered Goods
Registration Number: 200920989119 (2009-12-07 4:25:17 PM) Sections Changed: Expiry Date
Registration Number: 200918788513 (2009-10-29 3:12:22 PM) Sections Changed: General Information, General Collateral Description, Serial Numbered Goods
Registration Number: 200918579515 (2009-10-27 12:28:12 PM) Sections Changed: Secured Parties, Expiry Date, General Collateral Description

[Back to Top](#)

3. Dakota Plains First Nation

Include in Printed Search Results

3.1 Dakota Plains First Nation: Registration 201908757802 (2019-05-28 12:46:21 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc., 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7
General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".</p> <p>(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.</p> <p>(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").</p> <p>(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".</p> <p>(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.</p> <p>(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.</p> <p>(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the</p>

PPSA) to confirm the registration of any such financing statement or financing change statement.

3.2 Dakota Plains First Nation: Registration 200803659701 (2008-02-28 3:31:46 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2030-10-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 1246 Portage la Prairie, Manitoba Canada R1N 3J9
This registration is jointly registered with these business debtors	Dakota Plains Band
Secured Parties (party code, name, address)	Peace Hills Trust Company Unit 1 1134 Taylor Avenue Winnipeg, Manitoba Canada R3M 3Z4
General Collateral Description	"A SECURITY INTEREST IN ALL OF THE PRESENT AND AFTER ACQUIRED UNDERTAKING AND PROPERTY OF THE DEBTOR INCLUDING ALL THE RIGHTS, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HERE AFTER ACQUIRE IN PROPERTY, INCLUDING BUT NOT LIMITED TO INVENTORY, FURNITURE, FIXTURES, EQUIPMENT, MACHINERY, PLANT, TOOLS, VEHICLES, OTHER TANGIBLE PERSONABLE PROPERTY, ACCOUNTS DEBTS, DEMANDS, CHOSSES IN ACTION, ALL INTANGIBLES, ALL CHATTEL PAPER, INSTRUMENTS, SHARES, SECURITIES, MONEY, LETTERS OF CREDIT AND CHEQUES" INTEREST OVER: COMPREHENSIVE FUNDING AGREEMENT (CFA)AND/OR FINANCIAL TRANSFER AGREEMENTS (FTA) BETWEEN THE DAKOTA PLAINS FIRST NATION AND INDIAN AND NORTHERN AFFAIRS CANADA, INCLUDING ALL AMENDMENTS AND RENEWALS THEREOF. INTEREST OVER: ASSIGNMENT OF MONEYS DUE FROM PARTICULAR CONTRACTS OR ACCOUNTS WITH RESPECT TO FUNDING AGREEMENTS BETWEEN DAKOTA PLAIN FIRST NATION AND FIRST NATION AND INUIT HEALTH BRANCH, HEALTH CANADA INTEREST OVER: ASSIGNMENT OF MONEY DUE FROM PARTICULAR CONTRACT OR ACCOUNTS WITH RESPECT TO RENTAL CONTRACTS AND VARIOUS RENTERS AGREEMENT BETWEEN DAKOTA PLAIN FIRST NATION AND FIRST NATION AND INUIT HEALTH BRANCH. RENTAL AGREEMENTS BETWEEN DAKOTA PLAINS FIRST NATION AND RENTERS AT 62 AND 63 SKUNK CREEK ROAD, DAKOTA PLAINS FIRST NATION
Serial Numbered Goods (serial number, category, year, description)	1BAKACPH1FF310080 Motor Vehicle 2015 Blue Bird Vision 36 Passenger School Bus JJGN58SNLEC706584 Motor Vehicle 2015 Case 580SN Backhoe
Change History	Registration Number: 202014379519 (2020-09-02 11:14:46 AM) Sections Changed: Expiry Date Registration Number: 201721018712 (2017-11-17 2:44:01 PM) Sections Changed: General Collateral Description Registration Number: 201718934015 (2017-10-17 10:02:09 AM) Sections Changed: Serial Numbered Goods Registration Number: 201708833610 (2017-05-19 1:52:39 PM) Sections Changed: Secured Parties, Serial Numbered Goods Registration Number: 201601519211 (2016-01-27 11:43:25 AM) Sections Changed: General Collateral Description, Serial Numbered Goods Registration Number: 201418718515 (2014-10-02 2:24:12 PM) Sections Changed: Serial Numbered Goods Registration Number: 201418516912 (2014-09-30 2:10:59 PM) Sections Changed: Secured Parties, Expiry Date, Serial Numbered Goods Registration Number: 200920989119 (2009-12-07 4:25:17 PM) Sections Changed: Expiry Date Registration Number: 200918788513 (2009-10-29 3:12:22 PM) Sections Changed: General Information, General Collateral Description, Serial Numbered Goods Registration Number: 200918579515 (2009-10-27 12:28:12 PM) Sections Changed: Secured Parties, Expiry Date, General Collateral Description

[Back to Top](#)

4. Dakota Plains First Nations Health

Include in Printed Search Results

4.1 Dakota Plains First Nations Health: Registration 202120017804 (2021-11-08 4:43:17 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-06-01
Special Notices	Purchase Money Security Interest

Debtor Address	52 Dakota Drive, P.O. Box 1246, Portage La Prairie , MB Canada R1N 3J9
This registration is jointly registered with these business debtors	DAKOTA PLAINS BAND
Secured Parties (party code, name, address)	AD491 CWB NATIONAL LEASING INC. 1525 BUFFALO PLACE WINNIPEG, MB Canada R3T 1L9
General Collateral Description	ALL ATVs/Snowmobiles OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 3048959, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.
Serial Numbered Goods (serial number, category, year, description)	4XARRZ998M8474652 Motor Vehicle 2021 Polaris Ranger XP 1000

[Back to Top](#)

5. Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership

Include in Printed Search Results

5.1 Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership: Registration 201908760005 (2019-05-28 1:01:18 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7
General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".</p> <p>(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.</p> <p>(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").</p> <p>(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".</p> <p>(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.</p> <p>(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.</p> <p>(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and</p>

appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.

Change History

Registration Number: 202300666215 (2023-01-13 2:28:42 PM)
Sections Changed: Business Debtors

[Back to Top](#)

6. Dakota Plains Wahpeton Oyate Economics Development Corporation

Include in Printed Search Results

6.1 Dakota Plains Wahpeton Oyate Economics Development Corporation: Registration 201908760609 (2019-05-28 1:08:19 PM)

Registered under The Personal Property Security Act

Expiry Date (YYYY-MM-DD) 2029-06-01

Special Notices Purchase Money Security Interest

Debtor Address
Box 215
GRISWOLD, Manitoba
Canada R0M 0S0

Secured Parties (party code, name, address)
Bridging Finance Inc.
77 King Street West, Suite 2925
Toronto, Ontario
Canada M5K 1K7

General Collateral Description

1. Security Interest.

(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").

(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".

(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.

(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").

(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".

(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor; and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.

(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.

(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.

Change History	Registration Number: 202300668510 (2023-01-13 2:44:07 PM) Sections Changed: Business Debtors
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[Back to Top](#)

7. Dakota Plains Wahpeton Oyate Management Co. Ltd. Include in Printed Search Results

7.1 Dakota Plains Wahpeton Oyate Management Co. Ltd.: Registration 201908762601 (2019-05-28 1:11:17 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7

General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".</p> <p>(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.</p> <p>(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").</p> <p>(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".</p> <p>(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.</p> <p>(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.</p> <p>(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.</p>
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Change History	Registration Number: 202300667211 (2023-01-13 2:32:53 PM) Sections Changed: Business Debtors
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[Back to Top](#)

8. Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd. Include in Printed Search Results

8.1 Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd.: Registration 201908759600 (2019-05-28 12:57:36 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7
General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security Interest".</p> <p>(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.</p> <p>(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").</p> <p>(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".</p> <p>(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.</p> <p>(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.</p> <p>(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.</p>
Change History	Registration Number: 202300668412 (2023-01-13 2:41:27 PM) Sections Changed: Business Debtors

[Back to Top](#)

- [Search Results](#)
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- [Mailing Information](#)
- [Payment](#)

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Search by Business Debtor

Date: 2024-02-20
 Time: 10:32:28 AM
 Transaction Number: 10272380386
 User ID:

Business Name: 356 Assiniboine Avenue Ltd.

BusinessDebtorSearchResultPrintController#creditCardReceipt
[Credit Card Receipt](#)

1 exact match was found.
0 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. 356 Assiniboine Avenue Ltd.	2

1. 356 Assiniboine Avenue Ltd.

1.1 356 Assiniboine Avenue Ltd.: Registration 201912153105 (2019-07-18 11:47:18 AM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	356 Assiniboine Avenue Winnipeg, Manitoba Canada R3C 0Y1
Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925, P.O. Box 322 Toronto, Ontario Canada M5K 1K7
General Collateral Description	<p>*The security interest is taken in all of the debtor's present and after-acquired personal property.</p> <p>Assignment of Rents and Leases executed the 21st day of May, 2019, securing the sum of \$5,555,000.00 against 356 Assiniboine Avenue, Winnipeg, Manitoba</p>

1.2 356 Assiniboine Avenue Ltd.: Registration 201908759104 (2019-05-28 12:54:24 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-06-01
Special Notices	Purchase Money Security Interest
Debtor Address	Box 215 GRISWOLD, Manitoba Canada R0M 0S0
Secured Parties (party code, name, address)	Bridging Finance Inc. 77 King Street West, Suite 2925 Toronto, Ontario Canada M5K 1K7
General Collateral Description	<p>1. Security Interest.</p> <p>(a) The Debtor hereby grants, assigns, transfers, mortgages and charges to the Creditor, as and by way of a fixed and specific mortgage and charge, and grants to the Creditor a security interest in, all of the Debtor's present and after-acquired personal property including, without limitation, all goods (including inventory and equipment), accounts, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation, all proceeds of any of the foregoing (all of the property described in this paragraph (a) is herein collectively called the "Collateral").</p> <p>(b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Creditor herein created are collectively called the "Security</p>



Services

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- Registration Number
- Serial Number
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Account Information

Interest".

(c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Creditor and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Creditor.

(d) The terms "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the Personal Property Security Act (Manitoba), as amended from time to time (the "PPSA").

(e) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".

(f) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Agreement is signed by the Debtor and delivered to the Creditor, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Creditor do not intend to postpone the attachment of any Security Interest created by this Agreement.

(g) The Debtor waives protest of any instrument constituting Collateral at any time held by the Creditor on which the Debtor is in any way liable and notice of any other action taken by the Creditor.

(h) The Debtor hereby authorizes the Creditor to file such financing statements and other documents and do such other acts, matters and things from time to time as the Creditor may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Creditor the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Creditor, in its sole discretion. The Debtor hereby waives its right under the PPSA (as hereinafter defined) to receive a printed copy of any financing statement or financing change statement relating to this Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.

Change History

Registration Number: 201909144618 (2019-06-03 9:20:28 AM)
Sections Changed: Expiry Date

[Back to Top](#)

END OF EXACT MATCHES

Additional Options:

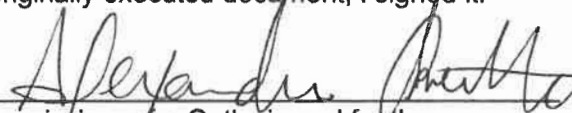
To request Printed Search Results or Printed Registered Documents, please select the "Print Requests" tab.
To start a new search, please select the "New Search" button:

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This is **Exhibit "W"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.


A Commissioner for Oaths in and for the
Province of Ontario

[REDACTED]

From: Adam Driedger
Sent: Monday, September 25, 2023 11:11 AM
To: Alexander Overton; dmazur@myersfirm.com
Subject: RE: With Prejudice - Indebtedness of Dakota Plains First Nation et al to Bridging Finance Inc. [IMAN-CLIENT.FID169464]

Hi Devon,

Further to our call on September 13, 2023, you had agreed to provide us with an update from your client early last week at the latest. We have not received anything from you. Please provide us with the update as promised.

We note that the 10 day notice period under the BIA notices delivered to your attention on August 22, 2023 has expired and there is no agreement by the Receiver to forbear from exercising any of its rights and remedies, all of which are reserved. We also note that, notwithstanding the delivery of the demand letters on August 22, 2023, your clients have failed to repay the amounts owing by them to Bridging contrary to the terms of the loan agreement. The Receiver continues to reserve all of its rights and remedies in respect of the ongoing breaches by your clients of their respective obligations under the loan agreement.

Thanks,
Adam

From: Alexander Overton <AOverton@tgf.ca>
Sent: Tuesday, August 22, 2023 8:38 PM
To: dmazur@myersfirm.com
Cc: Adam Driedger <ADriedger@tgf.ca>
Subject: With Prejudice - Indebtedness of Dakota Plains First Nation et al to Bridging Finance Inc. [IMAN-CLIENT.FID169464]

Good evening Devon,

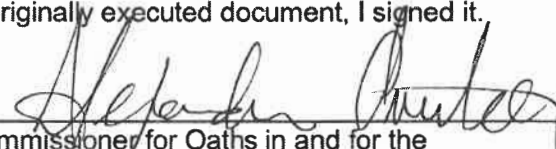
Please see the attached demand letters and *Bankruptcy and Insolvency Act* section 244 notices to Dakota Plains First Nation and related corporations and partnerships, on behalf of the Receiver of Bridging Finance Inc. and certain related entities and investment funds. The attached are delivered on a with prejudice basis.

Best regards,

Alexander Overton

This is **Exhibit "X"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.


A Commissioner for Oaths in and for the
Province of Ontario

CI 23-01-

43781

**THE KING'S BENCH
Winnipeg Centre**

BETWEEN:

**PRICEWATERHOUSECOOPERS INC.
(solely in its capacity as court-appointed receiver and manager of
Bridging Finance Inc. and certain related entities and investment funds),**

Plaintiff,

and

**DAKOTA PLAINS FIRST NATION, CHIEF AND COUNCIL OF DAKOTA PLAINS FIRST
NATION (solely in their capacity as representatives of DAKOTA PLAINS FIRST
NATION), DAKOTA PLAINS WAHPETON OYATE ACTIVE PURSUITS LIMITED PARTNERSHIP,
DAKOTA PLAINS WAHPETON OYATE ECONOMICS DEVELOPMENT CORPORATION,
DAKOTA PLAINS WAHPETON OYATE MANAGEMENT CO. LTD., DAKOTA PLAINS
WAHPETON OYATE REAL ESTATE GP CO. LTD., DAKOTA PLAINS WAHPETON OYATE
REAL ESTATE LIMITED PARTNERSHIP., and 356 ASSINIBOINE AVENUE LTD.,**

Defendants.

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243
OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3,
AS AMENDED AND SECTION 55 OF *THE COURT OF KING'S
BENCH ACT*, C.C.S.M. C. C280

FILED 250⁰⁰

NOV 07 2023

STATEMENT OF CLAIM

THORNTON GROUT FINNIGAN LLP
3200-100 Wellington Street West
Toronto, Ontario M5K 1K7

John L. Finnigan (LSO# 24040L)

Tel: 416-304-0558

Email: jfinnigan@tgf.ca

Phone No. (416) 304-1616

Fax No. (416) 304-1313

Service of a true copy hereof duly admitted this
17th day of November A.D. 2023

Solicitor for The Defendants

THE KING'S BENCH
Winnipeg Centre

BETWEEN:

PRICEWATERHOUSECOOPERS INC.
(solely in its capacity as court-appointed receiver and manager of
Bridging Finance Inc. and certain related entities and investment funds),

Plaintiff

and

DAKOTA PLAINS FIRST NATION, CHIEF AND COUNCIL OF DAKOTA PLAINS FIRST
NATION (solely in their capacity as representatives of DAKOTA PLAINS FIRST NATION),
DAKOTA PLAINS WAHPETON OYATE ACTIVE PURSUITS LIMITED PARTNERSHIP,
DAKOTA PLAINS WAHPETON OYATE ECONOMICS DEVELOPMENT CORPORATION,
DAKOTA PLAINS WAHPETON OYATE MANAGEMENT CO. LTD., DAKOTA PLAINS
WAHPETON OYATE REAL ESTATE GP CO. LTD., DAKOTA PLAINS WAHPETON OYATE
REAL ESTATE LIMITED PARTNERSHIP., and 356 ASSINIBOINE AVENUE LTD.,

Defendants

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243
OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3,
AS AMENDED AND SECTION 55 OF *THE COURT OF KING'S BENCH*
ACT, C.C.S.M. C. C280

STATEMENT OF CLAIM

TO THE DEFENDANTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a Manitoba lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the *King's Bench Rules*, serve it on the plaintiff's lawyer or where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Manitoba.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGEMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

November 7, 2023

Issued A. AITKENHEAD
DEPUTY REGISTRAR
Deputy Registrar COURT OF KING'S BENCH
100C-408 York Avenue MANITOBA
Winnipeg, Manitoba, R3C 0P9

TO: DAKOTA PLAINS FIRST NATION
P.O. Box 1246
PORTAGE LA PRAIRIE, MB, Canada
R1N 3J9

AND TO: CHIEF AND COUNCIL OF DAKOTA PLAINS FIRST NATION
(SOLELY IN THEIR CAPACITY AS REPRESENTATIVES OF
DAKOTA PLAINS FIRST NATION)
P.O. Box 1246
PORTAGE LA PRAIRIE, MB, Canada
R1N 3J9

AND TO: DAKOTA PLAINS WAHPETON OYATE ACTIVE PURSUITS
LIMITED PARTNERSHIP
724 – 240 GRAHAM AVENUE
Winnipeg, MB, Canada
R3C 0J7

AND TO: DAKOTA PLAINS WAHPETON OYATE
ECONOMICS DEVELOPMENT CORPORATION
724 – 240 GRAHAM AVENUE
Winnipeg, MB, Canada
R3C 0J7

AND TO: DAKOTA PLAINS WAHPETON OYATE
MANAGEMENT CO. LTD.
724 – 240 GRAHAM AVENUE
Winnipeg, MB, Canada
R3C 0J7

AND TO: DAKOTA PLAINS WAHPETON OYATE
REAL ESTATE GP CO. LTD.
724 – 240 GRAHAM AVENUE
Winnipeg, MB, Canada
R3C 0J7

AND TO: DAKOTA PLAINS WAHPETON OYATE
REAL ESTATE LIMITED PARTNERSHIP
724 - 240 GRAHAM AVENUE
Winnipeg, MB, Canada
R3C 0J7

AND TO: 356 ASSINIBOINE AVENUE LTD.
724 - 240 GRAHAM AVENUE
Winnipeg, MB, Canada
R3C 0J7

CLAIM

1. The Plaintiff, PricewaterhouseCoopers Inc. ("**PwC**"), solely in its capacity as the court-appointed receiver and manager (in such capacity, the "**Receiver**") of Bridging Finance Inc. ("**BFI**") and certain related entities and investment funds, claims jointly and severally against the Defendants as follows:
 - (a) payment of the principal sum of \$5,555,000.00 plus interest of \$4,652,929.75 as at August 22, 2023, together with interest thereafter to the date of payment at the rate of the Bank of Montreal Prime Rate plus 11.05% per annum pursuant to a term sheet dated March 22, 2019 and additional loan documents made by the parties and held by the Plaintiff, as described below;
 - (b) in the alternative to subparagraph (a), damages for breach of contract in the principal amount of \$10,207,929.75;
 - (c) pre-judgment and post-judgment interest on the amount claimed under subparagraph (b) above pursuant to the *Court of King's Bench Act, C.C.S.M. c. C280*;
 - (d) in the alternative to interest at the BMO Prime Rate plus 11.05% per annum claimed under subparagraph (a) above, pre-judgment and post-judgment interest on the outstanding principal amount in subparagraph (a) to the date of payment or the date of judgment pursuant to the *Court of King's Bench Act, C.C.S.M. c. C280*;
 - (e) the costs of this action on a solicitor and own client basis; and
 - (f) such further and other relief as this Honourable Court may deem just.

2. The Plaintiff claims against the Defendant, 356 Assiniboine Avenue Ltd. as follows:
 - (a) an Order appointing a receiver and manager over all of the assets, undertakings

and property of 356 Assiniboine Avenue Ltd. in accordance with s. 243 of the *Bankruptcy and Insolvency Act* (“**BIA**”) and s. 55 of *The Court of King’s Bench Act*, C.C.S.M. c C280, including the Property (as defined below); and

(b) such further and other relief as this Honourable Court may deem just.

The Parties

3. BFI was an investment management firm based in Toronto which promoted and managed investment vehicles that raised capital from investors for the purpose of making loans to third-party borrowers. It had a stated focus on alternative finance.
4. By orders of the Ontario Superior Court of Justice (Commercial List) dated April 30, 2021 and May 3, 2021, PwC was appointed as receiver and manager of BFI and certain related entities and investment funds (collectively, the “**Bridging Entities**”). Both orders remain in force as at November 6, 2023, the date of filing of this claim.
5. The Defendant, Dakota Plains First Nation (“**DPFN**”) is a First Nation community located in Manitoba.
6. The Defendant, Chief and Council of DPFN (solely in their capacity as representatives of DPFN) (the “**Chief and Council**”), are empowered to act on behalf of DPFN and are authorized to govern the interests of DPFN pursuant to the *Indian Act*, R.S.C., 1985, c. I-5, (as amended).
7. The Defendant, Dakota Plains Wahpeton Oyate Economics Development Corporation (“**DPWOED**”) is a corporation incorporated pursuant to the laws of Manitoba.
8. The Defendant, Dakota Plains Wahpeton Oyate Management Co. Ltd. (“**DPWOM**”) is a corporation incorporated pursuant to the laws of Manitoba.

9. The Defendant, Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership ("DPWOAP") is a limited partnership constated under the laws of Manitoba. DPWOM is the general partner of DPWOAP.
10. The Defendant, Dakota Plains Wahpeton Oyate Real Estate GP Co Ltd. ("DPWORE") is a corporation incorporated pursuant to the laws of Manitoba.
11. The Defendant, Dakota Plains Wahpeton Oyate Real Estate Limited Partnership. ("DPWORELP") is a limited partnership constated under the laws of Manitoba. DPWORE is the general partner of DPWORELP.
12. The Defendant 356 Assiniboine Avenue Ltd. ("**356**") is a corporation incorporated pursuant to the laws of Manitoba. It is the registered owner of the Real Property (as defined below).

The Loans and Security

13. Pursuant to a term sheet dated March 22, 2019 (the "**Credit Agreement**") between DPFN and BFI, as agent, BFI agreed to provide financing to DPFN in the amount of \$5,500,000.00 (the "**Credit Facility**") to fund the acquisition and renovation of 356 Assiniboine Ave, Winnipeg, Manitoba (the "**Real Property**"), and to pay related fees and expenses.
14. The Credit Facility is a non-revolving loan payable on demand. Interest accrues on amounts outstanding under the Credit Facility at the Bank of Montreal ("**BMO**") Prime Rate, plus 11.05% per annum, calculated and payable on the last day of each month.
15. Pursuant to the Credit Agreement, DPFN agreed unconditionally to pay the Credit Facility on the earliest of: (i) demand; (ii) the occurrence of an event of default; (iii) the receipt by DPFN of the proceeds of any financing; and (iv) twelve months from the date of the advance of funds with the right to renew for twelve additional months.

16. In consideration for and as a condition of BFI advancing funds under the Credit Facility, DPFN granted security to BFI to support the Credit Agreement, which included (but were not limited to) the following:
 - (a) the Promissory Note (defined below);
 - (b) a first ranking security over the Real Property;
 - (c) a Band Council Resolution from DPFN;
 - (d) a general security agreement over DPFN;
 - (e) a guarantee from SKO Development Inc.; and
 - (f) a Chief's Certificate confirming the most recent election results of the Chief and Council of DPFN.

17. By Band Council Resolution dated May 21, 2019, the Chief and a quorum of the councillors of DPFN ratified acceptance of the terms and conditions of the Credit Agreement and authorized DPFN to execute and deliver any related additional documents to BFI required for the purposes of the Credit Agreement, the Promissory Note and the general security agreement over DPFN.

18. Pursuant to the terms of the Credit Agreement, 356 granted BFI a first-ranking mortgage over the Real Property in the principal amount of \$5,555,000.00 on May 21, 2019 (the "**Charge**"). The terms of the Charge include the right for BFI to appoint a receiver and manager over the Real Property on the default of 356 under the provisions of the Charge.

19. In connection with the Credit Facility, BFI is the holder of a promissory note dated May 22, 2019 (the "**Promissory Note**").

20. The Promissory Note made certain amendments to the Credit Agreement including:
 - (a) adding DPWOED, DPWOM, DPWOAP, DPWORE, DPWORELP and 356 as borrowers (together with DPFN, the "**Borrowers**") under the Credit Facility;
 - (b) the Credit Facility amount was increased from \$5,500,000.00 to 5,555,000.00; and
 - (c) the guarantee from SKO Development Inc. was replaced with general security agreements granted by each of the Borrowers to BFI upon all of their existing and after-acquired personal property (the "**GSAs**") in consideration for and as a condition of BFI advancing funds to the Borrowers under the Credit Facility.
21. Pursuant to the Promissory Note, DPWOED, DPWOM, DPWOAP, DPWORE, DPWORELP and 356 agreed to be bound by the terms of the Credit Agreement (as amended) as if they were an original party with DPFN thereto.
22. Except as amended by the Promissory Note, all terms of the Credit Agreement remain in effect.

Audit Confirmations and Acknowledgment of Indebtedness

23. In response to requests from BFI to provide confirmation of the outstanding indebtedness as part of annual audit reviews, the DPFN band CEO Craig Blacksmith confirmed through audit confirmations on the following occasions that the amounts under the Credit Facility were due and owing:
 - (a) on February 3, 2020, Mr. Blacksmith acknowledged an outstanding balance of \$6,087,252.21 as at December 31, 2019; and
 - (b) on March 17, 2021, Mr. Blacksmith acknowledged an outstanding balance of \$6,983,393.20 as at December 31, 2020.

24. The Borrowers made partial repayments against the indebtedness on the following occasions:

- (a) June 6, 2022 in the amount of \$10,000.00;
- (b) August 2, 2022 in the amount of \$5,000.00;
- (c) September 1, 2022 in the amount of \$5,000.00;
- (d) September 9, 2022 in the amount of \$25,000.00;
- (e) October 3, 2022 in the amount of \$30,000.00;
- (f) November 1, 2022 in the amount of \$30,000.00;
- (g) December 5, 2022 in the amount of \$30,000.00;
- (h) January 4, 2023 in the amount of \$5,000.00;
- (i) March 7, 2023 in the amount of \$2,500.00;
- (j) March 22, 2023 in the amount of \$2,500.00; and
- (k) April 13, 2023 in the amount of \$2,500.00.

The Borrowers' Default

25. By letters dated August 22, 2023 the Receiver (on behalf of BFI, as agent) demanded repayment from the Borrowers of the outstanding balance and all accrued interest, fees and other costs to the date of payment (the "**Demand Letters**"). The Demand Letters enclosed Notices of Intention to Enforce Security under BIA s. 244 to each of the Borrowers (the "**S. 244 Notices**").

26. Notwithstanding delivery of the Demand Letters and the S. 244 Notices, as at November 6, 2023, the date of filing of this claim, the Borrowers have failed or refused to pay the amounts due and owing under the Credit Facility.

27. The ten-day notice period under the S. 244 Notices expired on September 1, 2023.
28. 356's failure to repay the Credit Facility on demand is a default under the terms of the Charge.
29. As at August 22, 2023, the Borrowers are indebted to BFI in the amount of \$10,207,929.75, comprised of principal in the amount of \$5,555,000.00 plus accrued interest in the amount of \$4,652,929.75.

Breach of Contract

30. On May 22, 2021, the Credit Facility matured, and the amounts owing thereunder became due and owing.
31. On May 22, 2020, the Promissory Note matured, and the amounts owing thereunder became due and owing.
32. Despite the amounts under the Credit Facility and the Promissory Note maturing, the Borrowers have failed to repay the amounts owed thereunder.
33. Each of the Borrowers is jointly and severally liable to BFI in the amount of \$10,207,929.75 pursuant to the Credit Facility, together with unpaid fees and interest, and costs to the date of payment.
34. By failing to repay the amounts owing under the Credit Facility and Promissory Note on their respective maturity dates, the Defendants have breached the terms of the agreements governing the Credit Facility and the security granted to BFI by the Borrowers.
35. BFI claims \$10,207,929.75 resulting from such breaches, as well as any further damages that may be particularized at trial.

Appointment of Receiver and Manager Over 356

36. The appointment of a receiver and manager over all the assets, undertakings and properties of 356, including the Real Property (collectively, the "**Property**") is necessary for the protection of BFI's interests.
37. As a result of 356's default under the Charge, as more particularly set out at paragraphs 18-26 herein, it is just, equitable and convenient to appoint a receiver and manager over the Property.
38. As described above, it is a term of the Charge that BFI may appoint a receiver and manager over the Real Property on default under the Charge.
39. It is a term of the GSA granted in favour of BFI by 356 that BFI shall have all the rights and remedies available under the *Personal Property Security Act* (Manitoba), including the appointment of a receiver and manager over the Property.
40. The Receiver has sent the Demand Letters to all the Borrowers, including 356, and issued the applicable S. 244 Notices. The Borrowers have failed to pay the indebtedness outstanding under the Credit Facility despite the demands. Notwithstanding the delivery of the Demand Letters and the S. 244 Notices, the Borrowers have failed or refused to pay the amounts due and owing under the Credit Facility.
41. The appointment of a receiver and manager over the Property is necessary for the protection of BFI's secured collateral held by 356.
42. It is just, equitable and convenient to grant the relief sought herein.

43. The Plaintiff therefore claims as set out at paragraphs 1 and 2 herein.

November 7, 2023

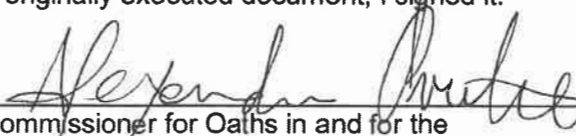
THORNTON GROUT FINNIGAN LLP
3200 – 100 Wellington Street West
Toronto, ON M5K 1K7

John L. Finnigan (LSO# 24040L)
Tel: 416-304-0558
Email: jfinnigan@tgf.ca

Phone No. (416) 304-1616
Fax No. (416) 304-1313

This is **Exhibit "Y"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.


A Commissioner for Oaths in and for the
Province of Ontario

[REDACTED]

From: Adam Driedger
Sent: Wednesday, November 22, 2023 1:06 PM
To: Devon C. Mazur; Alexander Overton
Cc: Grant Moffat
Subject: RE: Ct File No. CI 23-01-43781: PricewaterhouseCoopers Inc. v. Dakota Plains First Nation et al. [IMAN-CLIENT.FID169465]
Attachments: Statement of Claim - Dakota Plains First Nation et al.pdf

Hi Devon,

Thanks for confirming that you have accepted service on behalf of all of the defendants. Can you please return to us a copy of the statement of claim endorsing acceptance of service?

Further to your request, the Receiver is prepared to grant an extension until January 15, 2024 to all defendants to file a statement of defence. The Receiver requires each of the defendants to file a statement of defence on or before January 15, 2024, failing which we shall proceed to note the defendants in default and enter judgment without any further notice.

Please let us know when we can expect the reporting and other documents that the Receiver requested from the defendants and BDO (particularly the information regarding the financial position, revenues, and assets of each of the defendants). It likely makes sense to schedule a follow-up call once we have had an opportunity to review.

Thanks,
Adam

From: Devon C. Mazur <dmazur@myersfirm.com>
Sent: Friday, November 17, 2023 4:34 PM
To: Alexander Overton <AOverton@tgf.ca>
Cc: Grant Moffat <GMoffat@tgf.ca>; Adam Driedger <ADriedger@tgf.ca>
Subject: RE: Ct File No. CI 23-01-43781: PricewaterhouseCoopers Inc. v. Dakota Plains First Nation et al. [IMAN-CLIENT.FID168025]

Good afternoon,

I confirm I now have instructions to accept service on behalf the of defendants.

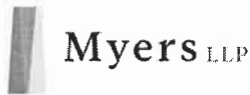
We kindly ask for an extension of time in which to file the defences until after the holiday season, to January 15, 2024.

Regards,

Devon C. Mazur
Associate Lawyer
Indigenous Legal Services | Employment Law | Civil Litigation
Myers LLP

Pronouns: she/her
W. 204.926.1507 | F. 204.956.0625
email dmazur@myersfirm.com

Legal Assistant Brenda Anderson
email banderson@myersfirm.com



Myers LLP is located in Treaty 1 territory and the homeland of the Métis Nation. Our firm services clients throughout the traditional territories of the Anishinaabeg, Anishininewuk, Dakota, Dene, Ininiwak, Inuit, Métis Nation, and Nehethowuk .

We acknowledge that Winnipeg's water is sourced from Shoal Lake 40 First Nation.

We respect and acknowledge the Treaties and the inherent rights of Indigenous peoples throughout these territories. We dedicate ourselves to move forward with Indigenous communities in a spirit of reconciliation and collaboration to make Manitoba an inclusive and accessible place for everyone who lives here.

This message is intended only for the use of the addressee and may contain information that is privileged and confidential. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error please notify me immediately. Thank you.

From: Devon C. Mazur
Sent: Wednesday, November 8, 2023 8:55 AM
To: Alexander Overton <AOverton@tgf.ca>
Cc: Grant Moffat <GMoffat@tgf.ca>; Adam Driedger <ADriedger@tgf.ca>
Subject: RE: Ct File No. CI 23-01-43781: PricewaterhouseCoopers Inc. v. Dakota Plains First Nation et al. [IMAN-CLIENT.FID168025]

Good morning,

I will seek instructions and get back to you.

Regards,

Devon C. Mazur
Associate Lawyer
Indigenous Legal Services | Employment Law | Civil Litigation
Myers LLP

Pronouns: she/her
W. **204.926.1507** | F. 204.956.0625
email dmazur@myersfirm.com

Legal Assistant Brenda Anderson
email banderson@myersfirm.com



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From: Alexander Overton <AOverton@tgf.ca>
Sent: Wednesday, November 8, 2023 8:53 AM
To: Devon C. Mazur <dmazur@myersfirm.com>
Cc: Grant Moffat <GMoffat@tgf.ca>; Adam Driedger <ADriedger@tgf.ca>
Subject: Ct File No. CI 23-01-43781: PricewaterhouseCoopers Inc. v. Dakota Plains First Nation et al. [IMAN-CLIENT.FID168025]

Good morning Devon,

Please see attached the Statement of Claim issued on behalf of PricewaterhouseCoopers Inc., solely in its capacity as receiver and manager of BFI et al, against Dakota Plains First Nation et al.

Could you please confirm if you have instructions to accept service of this claim and, if so, return a copy to us endorsing acceptance of service?

Best,

Lex

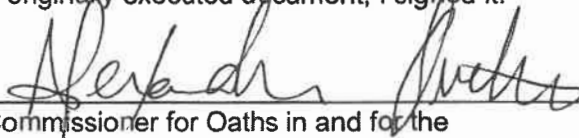


Alexander Overton | Associate | AOverton@tgf.ca | Direct Line +1 416.304.0815 | | Suite 3200, TD West Tower, 100 Wellington Street West, P.O. Box 329, Toronto-Dominion Centre, Toronto, Ontario M5K 1K7 | 416-304-1616 | Fax: 416-304-1313 | www.tgf.ca

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This is **Exhibit "Z"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.

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

A Commissioner for Oaths in and for the
Province of Ontario

[REDACTED]

From: Devon C. Mazur <dmazur@myersfirm.com>
Sent: Friday, January 12, 2024 12:28 PM
To: Adam Driedger; Alexander Overton
Cc: Grant Moffat
Subject: RE: Ct File No. CI 23-01-43781: PricewaterhouseCoopers Inc. v. Dakota Plains First Nation et al. [IMAN-CLIENT.FID169465]

Hello Adam,

I understand that my client has contacted Meagan sought a follow up meeting for the week of February 5th. I have also been instructed to request an extension of time to file the defence until after that meeting occurs. As I don't believe Meagan has had a chance to respond as to availability yet, I am requesting until Friday, February 16, 2024.

Please let me know if this is acceptable to you and your client.

Further, can you please advise if you will be attending the meeting. My client has asked that I attend so I want to make sure you are as well. It came to my attention quite late that you would not be attending the last meeting of our clients so rather than require the meeting be rescheduled, I did not attend, but it is my client's preference that I attend the next meeting in February.

Thank you for your consideration.

Regards,

Devon C. Mazur
Indigenous Legal Services | Employment Law | Civil Litigation
Myers LLP
W. 204.926.1507

From: Adam Driedger <ADriedger@tgf.ca>
Sent: Wednesday, November 22, 2023 12:06 PM
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Thanks,
Adam



Adam Driedger | ADriedger@tgf.ca | Direct Line +1 416 304-1152 | www.tgf.ca

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From: Devon C. Mazur <dmazur@myersfirm.com>
Sent: Friday, November 17, 2023 4:34 PM
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Cc: Grant Moffat <GMoffat@tgf.ca>; Adam Driedger <ADriedger@tgf.ca>
Subject: RE: Ct File No. CI 23-01-43781: PricewaterhouseCoopers Inc. v. Dakota Plains First Nation et al. [IMAN-CLIENT.FID168025]

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Regards,

Devon C. Mazur
Associate Lawyer
Indigenous Legal Services | Employment Law | Civil Litigation
Myers LLP

Pronouns: she/her
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email dmazur@myersfirm.com

Legal Assistant Brenda Anderson
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Legal Assistant Brenda Anderson
email banderson@myersfirm.com



Myers LLP is located in Treaty 1 territory and the homeland of the Métis Nation. Our firm services clients throughout the traditional territories of the Anishinaabeg, Anishinewuk, Dakota, Dene, Ininiwak, Inuit, Métis Nation, and Nehethowuk .

We acknowledge that Winnipeg's water is sourced from Shoal Lake 40 First Nation.

We respect and acknowledge the Treaties and the inherent rights of Indigenous peoples throughout these territories. We dedicate ourselves to move forward with Indigenous communities in a spirit of reconciliation and collaboration to make Manitoba an inclusive and accessible place for everyone who lives here.

This message is intended only for the use of the addressee and may contain information that is privileged and confidential. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error please notify me immediately. Thank you.

From: Alexander Overton <AOverton@tgf.ca>
Sent: Wednesday, November 8, 2023 8:53 AM
To: Devon C. Mazur <dmazur@myersfirm.com>
Cc: Grant Moffat <GMoffat@tgf.ca>; Adam Driedger <ADriedger@tgf.ca>
Subject: Ct File No. CI 23-01-43781: PricewaterhouseCoopers Inc. v. Dakota Plains First Nation et al. [IMAN-CLIENT.FID168025]

Good morning Devon,

Please see attached the Statement of Claim issued on behalf of PricewaterhouseCoopers Inc., solely in its capacity as receiver and manager of BFI et al, against Dakota Plains First Nation et al.

Could you please confirm if you have instructions to accept service of this claim and, if so, return a copy to us endorsing acceptance of service?

Best,

Lex

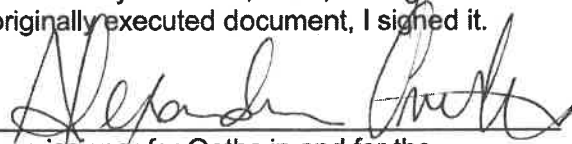


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This is **Exhibit "AA"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.


A Commissioner for Oaths in and for the
Province of Ontario



Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

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Adam Driedger
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File No. 507-058

January 22, 2024

PRIVATE & CONFIDENTIAL

VIA EMAIL

Myers LLP
Suite 724 – 240 Graham Avenue
Winnipeg, MB R3C 0J7

Attention: Devon Mazur

Dear Devon:

**Re: PRICEWATERHOUSECOOPERS INC. v DAKOTA PLAINS FIRST NATION et al.
CI 23-01-43781**

As you know, we are counsel to PricewaterhouseCoopers Inc. in its capacity as court-appointed receiver and manager (in such capacity, the “**Receiver**”) of Bridging Finance Inc. and certain related entities and investment funds (collectively, “**Bridging**”) in respect of the above captioned matter.

We write to you to raise certain concerns regarding the defaults of the Borrowers (as defined below) under the Loan Documents (as defined below) and in response to the Borrowers’ request for an extension to file statements of defence until February 16, 2024.

Reference is made to that certain:

- (i) non-revolving demand loan in the principal amount of \$5,555,000.00 (the “**Loan**”) made available to Dakota Plains First Nation (“**Dakota Plains**”), 356 Assiniboine Avenue Ltd. (“**356 Ltd.**”), and certain related entities and/or limited partnerships (collectively, the “**Borrowers**”) by Bridging Finance Inc., as agent (the “**Lender**”) pursuant to a term sheet dated March 22, 2019 (the “**Term Sheet**”), as amended by a demand promissory note dated as of May 22, 2019 (the “**Note**”, and together with the Term Sheet, the “**Loan Agreement**”). The Loan was fully advanced to (or at the direction of) the Borrowers in or around May 2019. The purpose of the Loan was to finance the Borrowers’ acquisition and renovation of the real property located at 356 Assiniboine Avenue, Winnipeg, Manitoba (the “**Real Property**”) and pay certain related fees and expenses;
- (ii) security agreement dated as of May 21, 2019 (the “**Dakota Plains Security Agreement**”) pursuant to which Dakota Plains granted in favour of the Lender a security interest over

- all of its present and after-acquired property as security for all of the indebtedness and obligations of Dakota Plains to the Lender;
- (iii) band council resolution dated as of May 21, 2019 (the “**BCR**”), pursuant to which Chief and Council of Dakota Plains ratified, approved, and confirmed that Dakota Plains agreed to the Loan and properly entered into the Loan Agreement together with all related documents;
 - (iv) waiver pursuant to section 89 of the *Indian Act* (Canada) (the “**Waiver**”), pursuant to which Dakota Plains: (a) consented to and authorized the Lender to enter onto the reserve lands of Dakota Plains for the purposes of enforcing its security as against the personal property of Dakota Plains in accordance with the terms of the Loan Agreement; and (b) agreed that it will not exercise its rights under any treaty or the *Indian Act* (Canada) as it relates to the enforcement by the Lender of its rights in respect of the Loan;
 - (v) security agreement dated as of May 21, 2019 (the “**356 Security Agreement**”) pursuant to which 356 Ltd. granted in favour of the Lender a security interest over all of its present and after-acquired property as security for all of the indebtedness and obligations of 356 Ltd. to the Lender;
 - (vi) collateral charge in the principal amount of \$5,555,000 (the “**356 Charge**”) over the Real Property granted by 356 Ltd. in favour of the Lender as security for all of the indebtedness and obligations of 356 Ltd. to the Lender; and
 - (vii) legal opinion (the “**Opinion**”) delivered by Duboff Edwards Haight & Shachter Law Corporation, as independent counsel for the Borrowers in connection with the Loan, confirming that the Loan Agreement, the Dakota Plains Security Agreement, the BCR, the Waiver, the 356 Security Agreement, the 356 Charge, and all of the related loan and security documents (collectively, the “**Loan Documents**”) were duly authorized, executed, and delivered by the Borrowers and therefore constitute valid and binding obligations of the Borrowers in accordance with their terms.

As at January 19, 2024, the Borrowers are jointly and severally indebted to the Lender in the amount of \$11,003,447.79, together with all interest, fees, and other costs accruing to the date of repayment in full in accordance with the terms of the Loan Documents. As you are aware, the Borrowers are in default of their obligations under the Loan Documents as a result of their failure to fully repay when due the amounts outstanding thereunder (the “**Payment Default**”). The Payment Default is continuing as at the date hereof and has not been waived by the Receiver.

The Borrowers were making regular interest and/or principal payments in respect of the Loan during the period from April 1, 2022 until April 13, 2023. The aggregate of all such payments was \$165,000. However, the Borrowers have failed to make any further payments in respect of the Loan following April 13, 2023.

Notwithstanding the Borrowers' failure to make payments under the Loan, the Receiver has engaged in discussions with the Borrowers regarding potential refinancing and/or repayment proposals. As part of those discussions, it was originally proposed by the Borrowers that they would present the Receiver with potential refinancing and/or repayment proposals for consideration.

The Receiver advised the Borrowers that, in order to consider or evaluate any potential refinancing and/or repayment proposals, it required detailed financial reporting from the Borrowers, including, without limitation, the following information (collectively, the "**Financial Reporting**"):

- (i) current and historical financial statements for each of the Borrowers;
- (ii) cash flow forecasts for each of the Borrowers;
- (iii) a comprehensive list of material assets for each of the Borrowers, including any appraisals carried out in respect of the Real Property or any other assets; and
- (iv) the financial analysis in respect of the Borrowers' cash flows and ability to service the Loan that was purportedly prepared by BDO Canada LLP ("**BDO**") in its capacity as financial advisor to the Borrowers.

The Receiver has made multiple requests for the Financial Reporting. Although certain of the historical Financial Reporting has been provided by the Borrowers, the Borrowers have failed to provide a comprehensive and current list of material assets for each Borrower as well as forward looking cash flow forecasts to support the Borrowers' debt servicing capacity (the "**Outstanding Reporting**"). As such, the Receiver does not have a sufficient basis upon which to consider any refinancing or repayment proposals. The Borrowers have also failed to provide the Receiver with an acceptable refinancing or repayment proposal to date despite multiple requests.

Instead, the Borrowers have continued to fail to make any Loan repayments and recently indicated to the Receiver that they intend to dispute Dakota Plains' liability in respect of the Loan for reasons that have not been articulated to the Receiver in any degree of detail. The Receiver understands that BDO, in its capacity as financial advisor to the Borrowers, assisted Dakota Plains in formulating this position and continues to support this position.

On August 22, 2023, the Receiver delivered demand letters (collectively, the "**Demand Letters**") and Notices of Intention to Enforce Security (collectively, the "**BIA Notices**") to each of the Borrowers, pursuant to which the Receiver demanded payment of all amounts owing by the Borrowers under the Loan and gave notice of its intention to enforce certain security held by the Lender. On November 7, 2023, the Receiver issued a Statement of Claim in respect of the Borrowers, pursuant to which the Receiver seeks repayment of all amounts owing under the Loan.

Notwithstanding the issuance of the Demand Letters, the BIA Notices, and the Statement of Claim, the Borrowers have failed to make any payments in reduction of the amounts owing under the Loan.

By email dated November 17, 2023, the Borrowers requested an extension to file their statements of defence until January 15, 2024. The Receiver agreed to this request.

By email dated January 12, 2024, the Borrowers requested an additional extension until February 16, 2024 to file their statements of defence. Further to that request, the Receiver is prepared to grant an extension to all Borrowers to file a statement of defence until 4:00 p.m. (CT) on February 9, 2024; provided that the following conditions are satisfied by 4:00 p.m. (CT) on February 1, 2024:

- (i) each of the Borrowers must deliver the Outstanding Reporting in a form and substance satisfactory to the Receiver in its sole discretion;
- (ii) the Borrowers must provide written confirmation that 356 Ltd. and/or the other Borrowers are current on all property taxes and other potential priority payables in respect of the Real Property;
- (iii) the Borrowers must convene a conference call between the Receiver, the Borrowers, and Fusion Capital in its capacity as property manager of the Real Property to provide a comprehensive update on the status of the Real Property and the related business; and
- (iv) the Borrowers must provide a written list of each Borrower whose liability under the Loan is being disputed or will be disputed in any forthcoming statement of defence.

If the foregoing conditions are satisfied by 4:00 p.m. (CT) on February 1, 2024, the Borrowers shall have until **4:00 p.m. (CT) on February 9, 2024** to file their statements of defence, failing which the Receiver shall proceed to note the Borrowers in default and will take whatever steps it deems appropriate thereafter, including seeking default judgment.

If the foregoing conditions are not satisfied by 4:00 p.m. (CT) on February 1, 2024, the Borrowers shall have until **4:00 p.m. (CT) on February 2, 2024** to file their statements of defence, failing which the Receiver shall proceed to note the Borrowers in default and will take whatever steps it deems appropriate thereafter, including seeking default judgment.

Yours truly,

Thornton Grout Finnigan LLP



Adam Driedger

This is **Exhibit "BB"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.

A handwritten signature in cursive script, appearing to read "Alexander Puff", written over a horizontal line.

A Commissioner for Oaths in and for the
Province of Ontario

**THE KING'S BENCH
WINNIPEG CENTRE**

BETWEEN:

PRICEWATERHOUSECOOPERS INC.
**(solely in its capacity as court-appointed receiver and manager of
Bridging Finance Inc. and certain related entities and investment funds),**

Plaintiff,

- and -

**DAKOTA PLAINS FIRST NATION, CHIEF AND COUNCIL OF DAKOTA PLAINS
FIRST NATION (solely in their capacity as representatives of DAKOTA PLAINS
FIRST NATION), DAKOTA PLAINS WAHPETON OYATE ACTIVE PURSUITS
LIMITED PARTNERSHIP, DAKOTA PLAINS WAHPETON OYATE ECONOMICS
DEVELOPMENT CORPORATION, DAKOTA PLAINS WAHPETON OYATE
MANAGEMENT CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE
GP CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE LIMITED
PARTNERSHIP, and 356 ASSINIBOINE AVENUE LTD.,**

Defendants.

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO
SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY
ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 55
OF THE COURT OF KING'S BENCH ACT, C.C.S.M. C.
C280

STATEMENT OF DEFENCE

MYERS LLP

Barristers and Solicitors
724-240 Graham Avenue
Winnipeg, Manitoba R3C 0J7

DEVON C. MAZUR

Phone No. (204) 942-0501
Fax No. (204) 956-0625
File No. 23-52575

**THE KING'S BENCH
WINNIPEG CENTRE**

BETWEEN:

**PRICEWATERHOUSECOOPERS INC.
(solely in its capacity as court-appointed receiver and manager of
Bridging Finance Inc. and certain related entities and investment funds),**

Plaintiff,

- and -

**DAKOTA PLAINS FIRST NATION, CHIEF AND COUNCIL OF DAKOTA PLAINS
FIRST NATION (solely in their capacity as representatives of DAKOTA PLAINS
FIRST NATION), DAKOTA PLAINS WAHPETON OYATE ACTIVE PURSUITS
LIMITED PARTNERSHIP, DAKOTA PLAINS WAHPETON OYATE ECONOMICS
DEVELOPMENT CORPORATION, DAKOTA PLAINS WAHPETON OYATE
MANAGEMENT CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE
GP CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE LIMITED
PARTNERSHIP, and 356 ASSINIBOINE AVENUE LTD.,**

Defendants.

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO
SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY
ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 55
OF THE COURT OF KING'S BENCH ACT, C.C.S.M. C.
C280

STATEMENT OF DEFENCE

1. Unless otherwise stated herein, the Defendants, DAKOTA PLAINS FIRST NATION, CHIEF AND COUNCIL OF DAKOTA PLAINS FIRST NATION (solely in their capacity as representatives of DAKOTA PLAINS FIRST NATION) (together herein referred to as the "DPFN Defendants"), and the corporate defendants DAKOTA PLAINS WAHPETON OYATE ACTIVE PURSUITS LIMITED PARTNERSHIP ("DPWOAP"), DAKOTA PLAINS WAHPETON OYATE ECONOMICS DEVELOPMENT CORPORATION ("DPWOED"), DAKOTA PLAINS WAHPETON OYATE MANAGEMENT CO. LTD. ("DPWOM"), DAKOTA PLAINS WAHPETON OYATE REAL ESTATE GP CO.

LTD. ("DPWORE"), DAKOTA PLAINS WAHPETON OYATE REAL ESTATE LIMITED PARTNERSHIP ("DPWORELP"), and 356 ASSINIBOINE AVENUE LTD. ("356") (together herein referred to as the "Corporate Defendants"), deny each and every allegation contained in the Statement of Claim.

2. The DPFN Defendants and the Corporate Defendants admit the allegations set out in paragraphs 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of the Statement of Claim.

3. Except as hereinafter expressly admitted, the DPFN Defendants and the Corporate Defendants deny the allegations contained in paragraphs 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34 of the Statement of Claim and further deny that the Plaintiff is entitled to the relief claimed in paragraphs 1, 35 and/or 43 of the Statement of Claim, or any relief.

4. The allegations pled in paragraphs 2, 36, 37, 38, 39, 40, 41, and 42 are not made against the DPFN Defendants, DPWOAP, DPWOED, DPWOM, DPWORE and/or DPWORELP, and as such they do not plead in response to those allegations.

5. Further and in addition to the denials set out in paragraph 3 hereinabove, the Defendant 356 denies the allegations contained in paragraphs 36, 37, 38, 39, 40, 41, and 42 of the Statement of Claim and further denies that the Plaintiff is entitled to the relief claimed in paragraph 2 of the Statement of Claim, or any relief.

6. In response to paragraphs 13, 14, and 15 of the Statement of Claim, the Defendants state that the term sheet dated March 22, 2019 (hereinafter "Credit Agreement") does not identify a legal entity as the "Borrower" and further, does not identify the Dakota Plains First Nation and/or any of the DPFN Defendants as the proposed borrower of the amount of \$5,500,000.00 ("Credit Facility") and none of the clauses found therein reference Dakota Plains First Nation.

7. In further response to paragraphs 15 and 16 of the Statement of Claim, the DPFN Defendants and Corporate Defendants state as the facts are, that a valid band council

resolution is required, among other things, to bind the DPFN Defendants to an agreement such as the Credit Agreement.

8. The DPFN Defendants and the Corporate Defendants deny that a valid band council resolution or any band council resolution regarding the Credit Agreement was made.

9. In further response to paragraphs 13, 14, and 15 of the Statement of Claim and to the Statement of Claim as a whole, the DPFN Defendants state that Credit Agreement dated March 22, 2019 was not lawfully executed by the DPFN Defendants, or any of them, in that, among other things:

- (a) There was no meeting of the band council of Dakota Plains First Nation at the time of the purported signing of the Credit Agreement;
- (b) The purported meeting was not “duly convened” as required by s. 2(3) of the *Indian Act*, RSC, 1985, c. I-5 (the “*Indian Act*”);
- (c) At all material times the purported Woman’s Council, Youth Council and/or Elder’s Council did not exist in Dakota Plains First Nation;
- (d) At all material times there was no authorized representative to act on behalf of the purported Woman’s Council, Youth Council and/or Elder’s Council;
- (e) At all material times Sanda Smoke was not the Woman’s Council Representative or authorized to sign the Credit Agreement on behalf of any purported Woman’s Council and/or in any other capacity, and further, the DPFN Defendants state that she did not have any authority to bind the DPFN Defendants, or any of them;
- (f) At all material times Evangeline Towle was not a youth of the Dakota Plains First Nation community, further she was not the Youth Council

Representative or authorized to sign the Credit Agreement on behalf of any Youth Council and/or in any other capacity, and further, the DPFN Defendants state that she did not have any authority to bind the DPFN Defendants, or any of them;

- (g) The DPFN Defendants deny that the unidentified individual who is purported to sign the third page of the Credit Agreement as the Elder's Council Representative was, at the material times, an elder of the Dakota Plains First Nation community, and/or that they were the Elder's Council Representative or authorized to sign the Credit Agreement on behalf of any Elder's Council and/or in any other capacity, and further state that they did not have any authority to bind the DPFN Defendants, or any of them;
- (h) Some and/or all of the procedural requirements necessary for the DPFN Defendants to consider a matter such as the Credit Agreement at a band council meeting were not adhered to; and
- (i) The purported meeting was conducted in a manner whereby material breaches of *Indian Band Council Procedure Regulations, C.R.C., c. 950* occurred.

10. The DPFN Defendants state that Sandra Smoke, an administrative employee of Dakota Plains First Nation who took instructions from Craig Blacksmith, and some or all of the other persons whose signatures appear on the third page of the Credit Agreement were directed to attend a meeting off-reserve in Portage La Prairie (hereinafter referred to as the "First Meeting") with insufficient notice to meet the requirements of a duly convened band council meeting. No agenda for the meeting was provided and no information was provided about what would be discussed at the meeting.

11. Among other things, at the First Meeting Sandra Smoke and some or all of the other persons whose signatures appear on the third page of the Credit Agreement were told, among other things, that:

- (a) An economic development project was being entered into with the Mohawk;
and
- (b) That they were not to discuss the project with anyone and that they were not to tell anyone in the Dakota Plains First Nation community about the project and/or any of the documents being signed.

12. A representative and/or authorized agent of Bridging Finance Inc. ("BFI"), referred to as Jacob (hereinafter referred to as "Jacob"), was present at the First Meeting at all material times when the information about the project was being provided to those present and when the third page of the Credit Agreement was purportedly signed.

13. Sandra Smoke and some or all of the other persons whose signatures appear on the third page of the Credit Agreement were led to believe by Jacob and Craig Blacksmith that Jacob was a representative of the purported Mohawk partner in the proposed economic development project.

14. Further, Sandra Smoke and some or all of the other persons whose signatures appear on the third page of the Credit Agreement were not provided with copies of the Credit Agreement to review in advance, were not provided with an opportunity to review the Credit Agreement at the First Meeting and were not provided with a copy of the Credit Agreement after being directed to sign the document. The DPFN Defendants state that only the third page of the Credit Agreement was circulated to Sandra Smoke and the persons whose signatures appear on the third page of the Credit Agreement.

15. The DPFN Defendants state, as the facts are, that Sandra Smoke and some or all of the other persons whose signatures appear on the third page of the Credit Agreement were directed to sign the pages presented to them by Craig Blacksmith.

16. In response to paragraph 16 of the Statement of Claim the DPFN Defendants deny that it granted the security as alleged or at all and states that none of the security purportedly granted by the DPFN Defendants to BFI was authorized by a legitimate

quorum of Chief and Council at a duly convened meeting and/or validly granted by way of a valid Band Council Resolution.

17. In response to paragraph 17 of the Statement of Claim, the DPFN Defendants deny that a valid band council resolution dated May 21, 2019 or any band council resolution regarding the Credit Agreement was made as alleged or at all. The Defendants deny that a quorum of Chief and Council of the Dakota Plains First Nation was present at the material time and further deny that a quorum of Chief and Council of the Dakota Plains First Nation ratified acceptance of the terms and conditions of the alleged Credit Agreement and/or authorized Orville Smoke, Sandra Smoke, Megan Johnson, Evangeline Towle and Gwen Lafreniere, or any the person, to execute and deliver on behalf of the DPFN Defendants any related additional document(s) to BFI required for the purposes of the alleged Credit Agreement, the alleged Promissory Note and/or the alleged general security agreement as alleged or at all and puts the Plaintiff to the strict proof thereof.

18. In further response to paragraphs 16, 17, 18, 19, 20, 21 and 22 and the Statement of Claim as a whole, the DPFN Defendants state that the Demand Grid Promissory Note dated May 22, 2019 (herein referred to as the "Promissory Note") and/or the Security Agreement dated May 21, 2019 (herein referred to as the "Security Agreement") was not lawfully executed by the DPFN Defendants, or any of them, in that, among other things:

- (a) There was no meeting of the band council of Dakota Plains First Nation at the time of the purported signing of the Promissory Note and/or the Security Agreement;
- (b) The purported meeting was not "duly convened" as required by s. 2(3) of the *Indian Act*, RSC, 1985, c. I-5 (the "*Indian Act*");
- (c) At all material times the purported Woman's Council, Youth Council and/or Elder's Council did not exist in Dakota Plains First Nation;

- (d) At all material times there was no authorized representative to act on behalf of the purported Woman's Council, Youth Council and/or Elder's Council;
- (e) At all material times Evangeline Towle was not the Woman's Council Representative or authorized to sign the Promissory Note and/or the Security Agreement on behalf of any purported Woman's Council and/or in any other capacity, and further, the DPFN Defendants state that she did not have any authority to bind the DPFN Defendants, or any of them;
- (f) At all material times Megan Johnson was not a youth of the Dakota Plains First Nation community, further she was not the Youth Council Representative or authorized to sign the Promissory Note and/or the Security Agreement on behalf of any Youth Council and/or in any other capacity, and further, the DPFN Defendants state that she did not have any authority to bind the DPFN Defendants, or any of them;
- (g) At all material times Sandra Smoke was not an elder of the Dakota Plains First Nation community, further she was not the Elder's Council Representative or authorized to sign the Promissory Note and/or the Security Agreement on behalf of any Elder's Council and/or in any other capacity, and further, the DPFN Defendants state that she did not have any authority to bind the DPFN Defendants, or any of them;
- (h) At all material times Gwen Lafreniere was not a member of Dakota Plains First Nation community and as such was ineligible to be a Councillor of Dakota Plains First Nation. Gwen Lafreniere was not authorized to sign the Promissory Note and/or the Security Agreement in any capacity and further, the DPFN Defendants state that she did not have any authority to bind the DPFN Defendants, or any of them;

- (i) Some and/or all of the procedural requirements necessary for the DPFN Defendants to consider a matter such as the Promissory Note at a band council meeting were not adhered to; and
- (j) The purported meeting was conducted in a manner whereby material breaches of *Indian Band Council Procedure Regulations, C.R.C., c. 950* occurred.

19. At all material times Jacob was present when the Promissory Note and Security Agreement were signed and BFI knew or ought to have known the facts set out in paragraph 18 and that as such the Promissory Note and Security Agreement were not authorized and/or were invalid.

20. With respect to the purported Band Council Resolution dated May 21, 2019 (the "BCR") the DPFN Defendants state, as the facts are, that it was not lawfully executed by the DPFN Defendants, or any of them, in that, among other things:

- (a) There was no meeting of the band council of Dakota Plains First Nation at the time of the purported signing of the Promissory Note and/or the Security Agreement;
- (b) The purported meeting was not "duly convened" as required by s. 2(3) of the *Indian Act*, RSC, 1985, c. I-5 (the "*Indian Act*");
- (c) At all material times Evangeline Towle, Megan Johnson, and Sandra Smoke were not Councillors of Dakota Plains First Nation and did not have the authority to sign the BCR as a Councillor and/or in any other capacity, and further, the DPFN Defendants state that each of them did not have any authority to bind the DPFN Defendants, or any of them;
- (d) At all material times Gwen Lafreniere was not a member of Dakota Plains First Nation community and as such was ineligible to be a Councillor of

Dakota Plains First Nation. Gwen Lafreniere was not authorized to sign the BCR in any capacity and further, the DPFN Defendants state that she did not have any authority to bind the DPFN Defendants, or any of them;

- (e) Some and/or all of the procedural requirements necessary for the DPFN Defendants to consider a matter such as the Promissory Note at a band council meeting were not adhered to; and
- (f) The purported meeting was conducted in a manner whereby material breaches of *Indian Band Council Procedure Regulations, C.R.C., c. 950* occurred.

21. The DPFN Defendants state that Sandra Smoke and Megan Johnson were at all material times administrative employees of Dakota Plains First Nation who took instructions from Craig Blacksmith, and some or all of the other persons whose signatures appear on the Promissory Note, the Security Agreement and the BCR were directed to attend a meeting off-reserve in Portage La Prairie (hereinafter referred to as the "Second Meeting") with insufficient notice to meet the requirements of a duly convened band council meeting. No agenda for the meeting was provided and no information was provided about what would be discussed at the meeting.

22. Among other things, at the Second Meeting Sandra Smoke, Megan Johnson and some or all of the other persons whose signatures appear on the third page of the Promissory Note were told:

- (a) An economic development project was being entered into with the Mohawk; and
- (b) That they were not to discuss the project with anyone and that they were not to tell anyone in the Dakota Plains First Nation community about the project and/or any of the documents being signed.

23. Jacob, who at all material times was an authorized representative of BFI, was present at the Second Meeting at all material times when the information about the project was being provided to those present and when the Promissory Note, the Security Agreement and the BCR were purportedly signed.

24. Sandra Smoke, Megan Johnson and some or all of the other persons whose signatures appear on the Promissory Note, the Security Agreement and the BCR were led to believe by Jacob and Craig Blacksmith that Jacob was a representative of the purported Mohawk partner in the economic development project.

25. Further, Sandra Smoke, Megan Johnson and some or all of the other persons whose signatures appear on the third page of the Promissory Note and the fourth page of the Security Agreement and the BCR were not provided with copies of the Promissory Note or the Credit Agreement it references, the Security Agreement, the BCR, the waiver of rights of Dakota Plains First Nation and the Certificate of the Chief of Dakota Plains First Nation (together referred to as the Security Documents”) to review in advance, were not provided with an opportunity to review the Security Documents at the Second Meeting and were not provided with a copy of the “Security Documents after being directed to sign each of them. The DPFN Defendants state, as the facts are, that only the third page of the Promissory Note and the fourth page of the Security Agreement were circulated to those present for signing. Notwithstanding same, BFI knowingly accepted the Security Documents knowing they were not properly authorized.

26. The DPFN Defendants state, as the facts are, that Sandra Smoke, Megan Johnson, and some or all of the other persons whose signatures appear on the Security Documents were directed to sign by Craig Blacksmith.

27. Upon receipt of the Security Documents, BFI knew or ought to have known that the persons purporting to sign the said documents were not authorized Councillors and/or Woman’s Council, Elder’s Council and/or Youth Council representatives and had no authority to bind the DPFN Defendants as, among other things:

- (a) The persons who purported to sign the Promissory Note purported to sign the Credit Agreement in different capacities;
- (b) The Certificate of the Chief of Dakota Plains First Nation fails to identify any councillors but also states that the Chief and Councillors were chosen on November 4, 2016 on which date no selection in fact occurred; and
- (c) The Certificate of the Chief of Dakota Plains First Nation improperly states Chief Orville Smoke was elected pursuant to a Dakota Plains First Nation Custom Election Code, which code does not exist.

28. Further and in the alternative, at all material times, if the persons whose signatures appear on the Security Documents had authority to sign and/or bind the DPFN Defendants, which is not admitted and specifically denied, the DPFN Defendants state, as the facts are, that:

- (a) Each of them owed a fiduciary duty to the DPFN Defendants and the members of Dakota Plains First Nation and they were required to act in the best interests of the Dakota Plains First Nation and its members;
- (b) By signing the Credit Agreement in the manner outlined hereinabove, each of them breached their fiduciary duty to the Dakota Plains First Nation and its members;
- (c) Craig Blacksmith, by directing some or all of the persons whose signatures appear on the third page of the Credit Agreement to sign in the circumstances outlined hereinabove, breached his fiduciary duty to Dakota Plains First Nation and its members and induced those persons to breach their fiduciary duty to the Dakota Plains First Nation and its members, and further acted in bad faith such that the agreements outlined in the Security Documents are statutorily illegal and/or illegal at common law and are void;

- (d) At all material times BFI was aware that the persons whose signatures appear on the third page of the Credit Agreement owed a fiduciary duty to Dakota Plains First Nation and/or its members and that they were in breach of their fiduciary duties and/or acted in bad faith such that the agreements outlined in the Security Documents statutorily illegal and/or illegal at common law and are void.

29. At all material times, BFI knew, or ought to have known, that the Credit Agreement was not executed at a duly convened meeting of Chief and Council of Dakota Plains First Nation, was not executed by Councillors of the Dakota Plains First Nation, was not executed by persons with authority to bind the DPFN Defendants and/or was not executed in accordance with the requirements of the *Indian Act*.

30. Further, at all material times approval of the Credit Agreement was required by the Minister of Indigenous Services (hereinafter the "Minister") in order to be binding on the DPFN Defendants and BFI knew or ought to have known that the Minister's approval was required and had not been provided. The DPFN Defendants plead and rely on section 69(1) of the *Indian Act*.

31. Further, BFI failed to take any formal and/or reasonable steps to ascertain if the DPFN Defendants and/or the Corporate Defendants had any capacity to repay an amount borrowed in the nature and amount of the Credit Facility at the interest rate of Bank of Montreal Prime Rate plus 11.05% ("BMO Rate plus 11.05%"). The DPFN Defendants and the Corporate Defendants further state that BFI knew or ought to have known that had Ministerial approval been sought it would have been rejected in the circumstances. BFI went ahead with the Credit Facility and Security Documents in any event.

32. Further, BFI failed to undertake any reasonable evaluation of a financial plan for the proposed business to be operated by DPWORE to service and/or repay the Credit Facility at the BMO Rate plus 11.05%. The DPFN and Corporate Defendants state, as the facts are that BFI knew that any such evaluation would reveal that the amount and

interest rate proposed in the Promissory Note and associated Credit Agreement could not be serviced and/or repaid by the proposed business to be operated by DPWORE.

33. Further, BFI failed or refused to obtain an opinion as to whether the Security Documents were properly executed by Chief and Council and/or whether those individuals who purported to sign the said documents had the authority to do so and/or bind the DPFN Defendants. The DPFN Defendants state that Plaintiff knew that the said documents were not binding on the DPFN Defendants and therefore did not proceed to seek an opinion as to same.

34. Further at all material times BFI knew or ought to have known that the persons executing the Security Documents purportedly on behalf of the DPFN Defendants were misled as to: the nature of project being put forward; with whom the DPFN Defendants would be working with on the project; the amount and rate of interest the DPFN Defendants could expect to incur in relation to the Agreements; the feasibility of repayment of the proposed Credit Facility; and/or the expected profitability of the project for which the proposed Credit Facility would be incurred.

35. Craig Blacksmith, in breach of his obligations to the DPFN Defendants personally benefitted and profited from the Credit Facility.

36. Further, and in the alternative, the DPFN Defendants state as the facts are that Craig Blacksmith acted in bad faith and/or in breach of his fiduciary duties to the Dakota Plains First Nation and its members by failing to disclose how he intended to and would personally benefit and profit from any amounts provided by BFI under the Credit Agreement and the operations of the Corporate Defendant DPWORE.

37. The DPFN Defendants therefore state that they are not bound by the Security Documents as result of the acts of bad faith and breaches of fiduciary duty of Craig Blacksmith and the purported councillors whose signatures appear on the Security Documents.

38. In response to paragraphs 20, 21 and 22 and the Statement of Claim as a whole, the Corporate Defendants deny that Craig Blacksmith was authorized to execute all the documents in favour of BFI including but not limited to the Promissory Note, the General Security Agreement from each of the Corporate Defendants to BFI and puts the Plaintiff to the strict proof thereof.

39. The Corporate Defendants deny any indebtedness to BFI and put the Plaintiff to the strict proof thereof.

40. In response to paragraphs 36, 37, 38, 39, 40, 41 and 42 of the Statement of Claim, the Defendant 356 states that Craig Blacksmith executed all documents in favour of BFI including but not limited to the Promissory Note, the General Security Agreement from 356 to BFI, and the Charge/Mortgage of Land over 356 Assiniboine Avenue without proper authorization and without disclosing his personal interest in obtaining the Credit Facility to the Defendant 356, his conflict of interest with the interests of the Defendant 356, and was therefore in breach of his fiduciary duties to the Defendant 356 including that at all material times he knew the Defendant 356 had no ability to pay or reasonable prospect of an ability to repay the Credit Facility and/or interest thereupon at a rate of the BMO Rate plus 11.05%.

41. In response to paragraph 23 of the Statement of Claim the DPFN Defendants state as the facts are that Craig Blacksmith was not authorized and/or had no authority to acknowledge any indebtedness on behalf of the DPFN Defendants.

42. Further, the DPFN Defendants state that a valid acknowledgement of indebtedness could only be made by quorum of council at a duly convened meeting, which BFI knew or ought to have known. The DPFN Defendants state as the facts are that they did not and have not acknowledged any indebtedness to BFI.

43. In response to paragraph 30 of the Statement of Claim, the DPFN Defendants and the Corporate Defendants deny that the Credit Facility matured as alleged on May 22,

2021 and state that if same is enforceable, which is not admitted and specifically denied, it and the Promissory Note matured on May 22, 2020.

44. The DPFN Defendants therefore state that at the time of filing of the Statement of Claim on November 7, 2023, the limitation period was spent in relation to any amounts purportedly owing by them, or any of them, in relation to the Credit Facility and/or the Promissory Note.

45. Each of the Corporate Defendants deny that confirmation of any outstanding indebtedness was made by any of them at any time and therefore state that notwithstanding that the Corporate Defendants deny that any amounts are owed to the Plaintiff, at the time of filing of the Statement of Claim, the limitation period was spent in relation to any amounts purportedly owing by them, or any of them, in relation to the Credit Facility and/or the Promissory Note.

46. The DPFN Defendants and the Corporate Defendants plead and rely upon the *Limitations Act*, 2002, S.O. 2002, c. 24, Sched. B, including but not limited to sections 4, 13(9) and 13(10).

47. In response to paragraph 24 of the Statement of Claim, the DPFN Defendants, DPWOAP, DPWOED, DPWOM, DPWORE, DPWORELP and 356 deny that they made, authorized and/or were aware of any payments being made to the Plaintiff in relation to the alleged Credit Agreement, Credit Facility and/or the Promissory Note.

48. Further the DPFN Defendants state as the facts are that they had no relationship with the Corporate Defendants whatsoever on the occasions the payments set out in paragraph 24 of the Statement of Claim were alleged to have been made.

49. In response to paragraphs 25, 26, 27 28, 29, 30, 31, 32, 33, 34 and 35 of the Statement of Claim the DPFN Defendants and the Corporate Defendants state as the facts are that each of them are not liable or indebted to the Plaintiff as alleged or at all and puts the Plaintiff to the strict proof thereof.

50. The DPFN Defendants state as the facts are, that they never received any amounts or benefit from any Credit Agreement with BFI and/or from the operations of 356, DPWORE, or any of the Corporate Defendants.

51. In response to paragraphs 36, 37, 38, 39, 40, 41 and 42 of the Statement of Claim, the Defendant 356 states that Craig Blacksmith executed all documents in favour of BFI including but not limited to the Promissory Note, the General Security Agreement from 356 to BFI, and the Charge/Mortgage of Land over 356 Assiniboine Avenue in bad faith and without disclosing his personal interests in obtaining the Credit Facility to the Defendant 356 or any of the Corporate Defendants, his conflict of interest with the interests of the Defendant 356 and the other Corporate Defendants, the breach of his fiduciary duties to the Defendant 356 and the other Corporate Defendants, including that the Corporate Defendants including the Defendant 356 had no ability to pay or reasonable prospect of an ability to repay the Credit Facility and/or interest thereupon at a rate of the BMO Rate plus 11.05%.

52. In further response to paragraphs 36, 37, 38, 39, 40, 41 and 42 of the Statement of Claim, the Defendant 356 states as the facts are that it is not liable or indebted to the Plaintiff as alleged or at all such that BFI no longer has any valid interest in the real property located at the address commonly known as 356 Assiniboine Avenue in the City of Winnipeg in the Province of Manitoba.

53. Further, in response to the Statement of Claim as a whole, BFI knew at all material times that the Promissory Note and the Credit Agreement were predatory, improvident and/or unconscionable in relation to the DPFN Defendants, the Dakota Plains First Nation community members and the Corporate Defendants. Further, BFI knew or ought to have known that the interest rate would be crippling to the finances of the DPFN Defendants and/or the Corporate Defendants such that there was no reasonable prospect of repayment. They knew or ought to have known that they were taking advantage of a vulnerable First Nation community knowing that they had limited financial resources and that they had limited ability to repay any financial obligation.

54. The DPFN Defendants and the Corporate Defendants therefore submit that the Statement of Claim should be dismissed with costs.

Date: February 2, 2024

MYERS LLP

Barristers and Solicitors
724-240 Graham Avenue
Winnipeg, Manitoba R3C 0J7

Phone No. (204) 942-0501

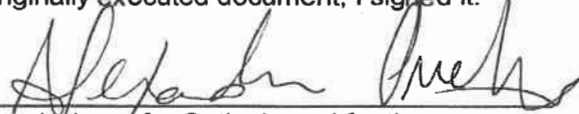
Fax No. (204) 956-0625

Devon C. Mazur

Counsel for the Defendants

This is **Exhibit "CC"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.

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

A Commissioner for Oaths in and for the
Province of Ontario

From: Fleetwood, Glenn <gfleetwood@bdo.ca>
Sent: Monday, February 26, 2024 4:47 PM
To: Meagan Binder (CA); Graham Page (CA); chiefdsmoke@outlook.com; Leslie, Cara; Marion, Jacques L; Devon C. Mazur
Cc: spatles@ifsolutions.ca; Adam Driedger; Alexander Overton
Subject: RE: [EXT] Dakota Plains

Hi Megan,

Apologies for the delay. The operations of the property located at 356 Assiniboine Avenue in Winnipeg, has had Ramon Merino Jr. on as Resident Manager- his primary function is to manage the daily operations of the facility. The Wellness Centre is continuing to operate given their Management and staff remain employed by the Wellness Centre.

BDO's engagement is administrative in nature- bookkeeping specifically.

Glenn Fleetwood, CPA, CGA
Senior Manager, Financial Reporting & Insights
Indigenous Executive Management Services
BDO Canada LLP/s.r.l/S.E.N.C.R.L.

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Office: 204.926.7200
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From: Meagan Binder (CA)
Sent: February 26, 2024 2:15 PM
To: Fleetwood, Glenn <gfleetwood@bdo.ca>; Graham Page (CA) <graham.page@pwc.com>; chiefdsmoke@outlook.com; Leslie, Cara <cleslie@bdo.ca>; Marion, Jacques L <JMarion@bdo.ca>; Devon C. Mazur <dmazur@myersfirm.com>
Cc: spatles@ifsolutions.ca; Adam Driedger <ADriedger@tgf.ca>; Alexander Overton <AOverton@tgf.ca>
Subject: Re: [EXT] Dakota Plains

You don't often get email from binder.t.meagan@pwc.com. [Learn why this is important](#)

Hi Glenn,

I am following up on my email from last week. Please confirm who is currently acting as Property Manager of the Property at 365 Assiniboine Ave,

Thanks,

Meagan Binder, CPA, CA
PwC | Senior Manager, Consulting & Deals
T: 416-687-9293
binder.t.meagan@pwc.com
PricewaterhouseCoopers Inc, LIT
PwC Tower, 18 York Street, Suite 2500
Toronto, ON M5J 0B2

From: Meagan Binder (CA) <binder.t.meagan@pwc.com>
Sent: February 23, 2024 10:07 AM
To: Fleetwood, Glenn <gfleetwood@bdo.ca>; Graham Page (CA) <graham.page@pwc.com>; chiefdsmoke@outlook.com <chiefdsmoke@outlook.com>; Leslie, Cara <cleslie@bdo.ca>; Marion, Jacques L <JMarion@bdo.ca>; Devon C. Mazur <dmazur@myersfirm.com>
Cc: spatles@ifsolutions.ca <spatles@ifsolutions.ca>; Adam Driedger <ADriedger@tgf.ca>; Alexander Overton <AOverton@tgf.ca>
Subject: Re: [EXT] Dakota Plains

Hi Glenn,

Can you please confirm who is currently acting as property manager of the Property located at 356 Assiniboine Ave? What is the status of the Wellness Centre if Fusion is no longer involved?

Thanks,

Meagan Binder, CPA, CA
PwC | Senior Manager, Consulting & Deals
T: 416-687-9293
binder.t.meagan@pwc.com
PricewaterhouseCoopers Inc, LIT

PwC Tower, 18 York Street, Suite 2500
Toronto, ON M5J 0B2

From: Fleetwood, Glenn <gfleetwood@bdo.ca>
Sent: February 22, 2024 10:42 PM
To: Graham Page (CA) <graham.page@pwc.com>; chiefdsmoke@outlook.com <chiefdsmoke@outlook.com>; Leslie, Cara <cleslie@bdo.ca>; Marion, Jacques L <JMarion@bdo.ca>; Devon C. Mazur <dmazur@myersfirm.com>
Cc: spatles@ifsolutions.ca <spatles@ifsolutions.ca>; Meagan Binder (CA) <binder.t.meagan@pwc.com>; Adam Driedger <ADriedger@tgf.ca>; Alexander Overton <AOverton@tgf.ca>
Subject: RE: [EXT] Dakota Plains

Graham,

Thank you for your email. Ross Ransby from Fusion Capital has been removed from this list as Fusion is no longer supporting the operations of the Orville Smoke Wellness Centre which is located at 356 Assiniboine Avenue.

Also to clarify, our firm is not acting as the Property Manager for the Property located at 356 Assiniboine Avenue.

Should you have any other questions, please don't hesitate to contact us!

Thank you!

Glenn Fleetwood, CPA, CGA
Senior Manager, Financial Reporting & Insights
Indigenous Executive Management Services
BDO Canada LLP/s.r.l/S.E.N.C.R.L.

Direct: 204.471.4635
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From: Graham Page (CA)

Sent: February 22, 2024 2:19 PM

To: Fleetwood, Glenn <gfleetwood@bdo.ca>; chiefdsmoke@outlook.com; Leslie, Cara <cleslie@bdo.ca>; Marion, Jacques L <JMarion@bdo.ca>; Devon C. Mazur <dmazur@myersfirm.com>; rnsby@fusioncapital.ca

Cc: spatles@ifsolutions.ca; Meagan Binder (CA) <binder.t.meagan@pwc.com>; Adam Driedger <ADriedger@tgf.ca>; Alexander Overton <AOverton@tgf.ca>

Subject: [EXT] Dakota Plains

Some people who received this message don't often get email from graham.page@pwc.com. [Learn why this is important](#)

Hi everyone,

The Receiver understands that BDO may now be acting as property manager for the property at 356 Assiniboine Avenue.

Please confirm if this is the case, and what role, if any, Fusion Capital continues to hold in respect of the property.

Best regards,

Graham Page, LIT

PwC | Managing Director, Consulting & Deals

T: +1 416 687 9054

Email: graham.page@pwc.com

PricewaterhouseCoopers LLP

PwC Tower, 18 York Street, Suite 2600, Toronto, Ontario, M5J 0B2

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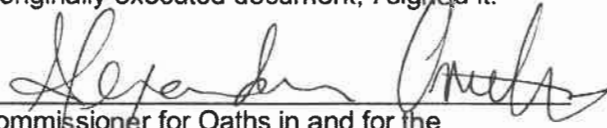
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This is **Exhibit "DD"** referred to in the Affidavit of **GRAHAM PAGE** sworn before me in the City of Toronto, in the Province of Ontario, by videoconference on the 19th day of March, 2024, at which time I saw and heard the declarant affirm this document and sign it. The declarant provided their identity by means of driver's license.

On this 19th day of March, 2024, having received this originally executed document, I signed it.

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

A Commissioner for Oaths in and for the Province of Ontario

THE KING'S BENCH

Winnipeg Centre

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION
243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c.
B-3, AS AMENDED

BETWEEN:

PRICEWATERHOUSECOOPERS INC.
(solely in its capacity as court-appointed receiver and manager of
Bridging Finance Inc. and certain related entities and investment funds)

Plaintiff

and

**DAKOTA PLAINS FIRST NATION, CHIEF AND COUNCIL OF DAKOTA PLAINS
FIRST NATION (solely in their capacity as representatives of DAKOTA PLAINS FIRST
NATION), DAKOTA PLAINS WAHPETON OYATE ACTIVE PURSUITS LIMITED
PARTNERSHIP, DAKOTA PLAINS WAHPETON OYATE ECONOMICS
DEVELOPMENT CORPORATION, DAKOTA PLAINS WAHPETON OYATE
MANAGEMENT CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE
GP CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE LIMITED
PARTNERSHIP., and 356 ASSINIBOINE AVENUE LTD.**

Defendants

CONSENT TO ACT AS RECEIVER

THORNTON GROUT FINNIGAN LLP

3200-100 Wellington Street West
Toronto, Ontario M5K 1K7

John L. Finnigan (LSO# 24040L)

Tel: 416-304-0558
Email: jfinnigan@tgf.ca
Phone No. (416) 304-1616
Fax No. (416) 304-1313

THE KING'S BENCH

Winnipeg Centre

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

BETWEEN:

PRICEWATERHOUSECOOPERS INC.
(solely in its capacity as court-appointed receiver and manager of
Bridging Finance Inc. and certain related entities and investment funds)

Plaintiff

and

DAKOTA PLAINS FIRST NATION, CHIEF AND COUNCIL OF DAKOTA PLAINS FIRST NATION (solely in their capacity as representatives of DAKOTA PLAINS FIRST NATION), DAKOTA PLAINS WAHPETON OYATE ACTIVE PURSUITS LIMITED PARTNERSHIP, DAKOTA PLAINS WAHPETON OYATE ECONOMICS DEVELOPMENT CORPORATION, DAKOTA PLAINS WAHPETON OYATE MANAGEMENT CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE GP CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE LIMITED PARTNERSHIP., and 356 ASSINIBOINE AVENUE LTD.

Defendants

CONSENT TO ACT AS RECEIVER

Deloitte Restructuring Inc., a Licensed Insolvency Trustee, does hereby consent to act as receiver, or receiver and manager, of the assets, undertakings and properties of each of 356 Assiniboine Avenue Ltd., Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd., Dakota Plains Wahpeton Oyate Real Estate Limited Partnership, Dakota Plains Wahpeton Oyate Economics Development Corporation, Dakota Plains Wahpeton Oyate Management Co. Ltd., and Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership, if so ordered by this Honourable Court.

DATED at Toronto this 18th day of March, 2024.

Per: 

Name: Toni Vanderlaan

Title: Senior Vice President