

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

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT  
OF EASTERN MEAT SOLUTIONS INC., SIERRA CUSTOM FOODS INC.,  
SIERRA SUPPLY CHAIN SERVICES INC., SIERRA REALTY CORPORATION,  
RVB HOLDINGS INC., VANDEN BROEK HOLDINGS (2008) INC., SIERRA  
REALTY CALGARY CORPORATION AND EASTERN MEAT SOLUTIONS  
(USA) CORP.**

Applicants

**RESPONDING MOTION RECORD  
(Motion for an Injunction,  
Returnable March 25, 2025, at 10:00 a.m.)  
(VOLUME 1 OF 2)**

February 20, 2025

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**AFFIDAVIT OF MATTHEW WOOLSEY**

I, **Matthew Woolsey**, of the City of Edmonton, in the Province of Alberta, **SOLEMNLY AFFIRM AS FOLLOWS**:

1. I am the President of York Realty Inc. I am actively involved in the management and supervision of both York Realty Inc., as well as its related companies (including as an investor in Woolsey Equities Inc., which is formerly known as Sierra Winds Business Park). As such, I have personal knowledge of the matters set out below. Where I do not have personal knowledge, I state the source of my information and I believe such information to be true.

**A. York Realty Inc.**

2. York Realty Inc. ("York Realty") was founded in Edmonton, Alberta in 1985, by my father, Glenn Woolsey. To this day, York Realty has been a privately held and family-owned business.



3. Through York Realty and its associated companies, we work with clients to provide industrial real estate solutions. We provide a fully integrated suite of services surrounding industrial real estate. Specifically, we offer leasing services for new developments and existing buildings, design build services, sale lease-backs (for building dispositions), joint ventures, financing (mortgage placement services), property management services, sustainability services (such as solar array installation), and building operations services (such as HVAC, plumbing and insurance).

4. Within our leasing activities, York Realty is actively engaged in “build-to-suits”, which is the “ground-up” leasing, design, construction and ownership of a custom-built industrial building that meets the unique needs of a specific tenant. This “build to suit” service satisfies a requirement in the industrial real estate market for uniquely designed facilities that serve a specific purpose, built from scratch with client involvement.

5. York Realty has constructed over 45 buildings and completed build-to-suits for national telecoms companies, e-commerce companies, data centre contractors and chemical companies, many of which are repeat customers. York Realty, through its various entities, currently owns and manages over 9 million square feet of commercial real estate throughout Western Canada.

6. At present, York Realty and its affiliated companies have over \$2 billion in assets under management, including over 400 tenants in 135 buildings/sites across Western Canada.

7. Fundamentally, York Realty is a family company that prides itself on being a fair and valued business partner. Our growth is fueled by servicing our tenant's needs and obtaining their repeat business.

8. At the heart of our business is the value that York Realty will "Do the Right Thing for our Clients". This wording is precise because it is a value our organization lives daily. We believe that respecting relationships, following through on promises, and taking responsibility is foundational to all of our work. Without an excellent reputation, our company cannot purchase sites, borrow money, or execute on complicated transactions that require the trust of multiple competing interests in our ability to deliver. York Realty's reputation is extremely important to me, personally, and to the extremely tight-knit team that we have built in the last 40 years.

9. Because of the importance of our reputation, the unfounded allegations against the company in connection with this matter are distressing. I address these allegations in detail – and provide missing context, documents and information - to clarify the record and establish conclusively that Sierra Winds (defined below) acted appropriately in drawing on the Letter of Credit (defined below).

***B. Sierra Winds Business Park and Woolsey Equities Inc.***

10. On February 16, 2023, York Realty incorporated Sierra Winds Business Park ("Sierra Winds") for the purpose of the venture with Sierra Realty (Calgary) Corporation ("Sierra Realty"), as described further below.

11. At the end of 2023, a variety of development entities associated with York Realty – including Sierra Winds – were amalgamated into a single entity, Woolsey Equities Inc (“WEI”).

12. As the corporate successor to Sierra Winds, WEI acquired all of Sierra Winds’ rights and obligations under the Agreement (defined below). In this affidavit, I generally refer to Sierra Winds as the corporate entity responsible for performing the Agreement through 2023, and WEI as the corporate entity responsible for performing the Agreement from 2024 and onwards (after the aforementioned amalgamation).

**C. Introduction to Vanden Broek and Nedadur**

13. In August 2022, I was introduced to Robert Vanden Broek (“Vanden Broek”) and Ramesh Nedadur (“Nedadur”) through a broker. Vanden Broek was the CEO of Sierra Supply Chain Services. Nedadur was President and COO of Sierra Supply Chain Services. I understood Sierra Supply Chain Services to be a division of Eastern Meat Solutions Inc.

14. Vanden Broek and Nedadur pitched their vision for a state-of-the-art cold storage facility.

15. During these initial conversations, and in the discussions that followed, we learned that the facility that Sierra Supply Chain Services foresaw would be approximately 350,000 square feet, with capabilities for freezing, cooling, and quick freezing. This would make the facility the largest cold chain facility in Western Canada. However, Sierra Supply Chain Services also envisioned the proposed facility would use a large solar array to

offset power consumption, which, to my knowledge, had never been done before on this scale in North America.

16. Sierra Supply Chain Services also wanted “high density racking”, which is an industry term for racking that is placed too-closely together for a human to navigate in a conventional lift-truck. Racking of this height and layout requires a “super flat floor”, which is a type of floor made from stronger slab without control joints. This slab would enable Sierra Supply Chain Services to use wire-guided lift trucks (using Lithium Ion batteries) without risk of tipping on any uneven spot. Combined with interior clear heights of 65’, the effect of the high density racking was to create a thermal battery, where the densely packed goods would add to the efficiency of keeping the building frozen – combined with the large solar array, the goods inside would act as a fly-wheel of frozen efficiency.

17. All of these requirements are highly specialized and demanded custom building solutions including a dry sprinkler system (which was required due to normal sprinkler systems freezing), multiple temperature zones, considerable quantities of moisture specific clay and gravel and specialized electrical requirements.

18. The building that Sierra required was highly customized and purpose-built, which was precisely the kind of build-to-suit that York Realty specializes in.

***D. Formalization of Agreement***

19. After further discussions and conducting due diligence, York Realty agreed to proceed with the proposed project. Together with Vanden Broek, Nedadur, and their broker, York Realty scouted locations and eventually made an Offer to Purchase a site in Balzac, Alberta on October 3, 2022.

20. On November 30, 2022, York Realty and Sierra Realty entered into a deal framework by signing a Letter of Intent. The Letter of Intent is attached as **Exhibit A**.

21. The parties approached both the Letter of Intent – and subsequently the Agreement, described below – as an open-book cost agreement. Due to the substantial design and building costs associated with such a facility, an open-book cost agreement permits a framework in which the rent to be paid during subsequent occupancy would be determined based on a cost matrix informed by the final design. York Realty had previously utilized this ‘cost matrix’ format with other build-to-suit customers, including large publicly traded companies, particularly when projects required significant design expenditures before the actual hard costs were fully understood.

22. The Letter of Intent provided for the interim framework of a formal agreement, so that we could start broadly on the design and increase detail as we finalized a comprehensive and binding agreement.

23. The first draft of the comprehensive agreement was delivered to Sierra Realty on December 30, 2022. In the intervening months, the parties and their respective counsel negotiated a final form of an agreement. During this time, some preliminary design of the facility continued.

24. On February 16, 2023, York Realty assigned its interest as purchaser of the Balzac site to Sierra Winds, and on March 7, 2023, Sierra Winds closed on the Balzac site in anticipation of the agreement being executed.

**E. The Agreement**

25. On March 10, 2023, Sierra Winds and Sierra Realty entered into an agreement to govern the entire lifecycle of the proposed build-to-suit cold storage facility (the “Agreement”). The Agreement is attached as **Exhibit B**.

26. Briefly put, this Agreement covered all aspects of the site, including the acquisition and re-zoning of the site, as well as bespoke design, development, and construction of the facility to be located at the Balzac site acquired by Sierra Winds (the “Facility”).

27. Once construction of the Facility was completed, the Agreement contemplated that Sierra Winds would become the lessor and Sierra Realty would become the lessee.

28. However, in advance of the occupancy date, both parties had significant obligations under the Agreement. In particular, each of Schedules C, D, D-1 and D-2 set out extensive requirements and timelines on both parties prior to the term of occupancy. Pursuant to Article 26 of the Agreement, the Schedules formed part of the Agreement, and their terms prevailed over the terms of the Agreement to the extent of a conflict.

29. Generally, Sierra Realty focused on building design and layout with the general contractor (York Construction Inc., which is a wholly owned subsidiary of York Realty), while Sierra Winds concentrated on acquiring the site and undertaking the necessary rezoning entitlements.

30. At the time the Agreement was signed, the parties understood that the design needed to be completed and the associated costing still had to be finalized following the process outlined in the Work Letter at Schedule D. For this reason, the parties continued

using a “cost matrix” framework in which the rent would be determined based on a cost matrix informed by the final design, as set out in Schedule G of the Agreement.

31. After the Agreement was signed, the parties began the extensive design process that included weekly design meetings with the general contractor and all the consultants. Typically, 20 or more people participated on these weekly calls given the complexity and scale of the project.

32. Moreover, since the Balzac site was undeveloped, Sierra Winds Business Park began development tasks, including: (1) rezoning the land for industrial; (2) filing a subdivision application; (3) obtaining variances for the required heights; (4) design and engineering for site services (including utilities and roadwork) into to the site; (5) and obtaining development and building permits.

***F. Security Deposit***

33. Pursuant to Article 6 of the Agreement, Sierra Realty was supposed to provide Sierra Winds with security within 30 days of the execution of the Agreement (i.e. by April 10, 2023).

34. The security could be provided by letter of credit at the tenant’s option. However, at some point prior to the “Commencement Date” (as defined in Article 3, but which was generally the date on which Sierra Realty would occupy the building), Sierra Realty had to replace that letter of credit with cash.

35. The security contemplated by the Agreement was important for Sierra Winds. We were contractually obligated to undertake significant work prior to Sierra Realty’s

occupancy, and we were not prepared to agree to incur these costs without some protection for them.

36. Since the majority of Sierra Wind's (and later WEI's) financial investment would only be realized upon and after occupancy (through Sierra Realty's payment of rent), it was important for us that the Agreement reflect that Sierra Winds (or subsequently WEI) could, in its discretion, draw on the letter of credit prior to the Term (as defined in Article 3 of the Agreement) for the initial costs. This was reflected in Article 6 of the Agreement (as detailed below). Without this provision, Sierra Winds/WEI would be exposed to considerable financial risk in the period between the execution of the Agreement and the commencement of the term of occupancy.

37. Moreover, Article 6 of the Agreement provided that half of the security deposit would be used for the first month's rent upon occupancy. In other words, the quantum of the security deposit would vary between the different stages of the relationship. The quantum of the security deposit would be greater during the time when the financial risk was greatest for Sierra Winds (i.e. pre-occupancy), and then would be halved upon occupancy.

38. Finally, security was important given the scale of the project. At the Letter of Intent stage, the budget for the Facility was around \$80.3 million. By the time the parties entered into the Agreement, the budget had increased to \$124 million given the changes and refinement in scope. By the end of September 2023, as discussed further below, the budget for the Facility was approximately \$144 million.



**G. *Negotiating the Letter of Credit***

39. Despite its obligation, by July, 2023, Sierra Realty still had not provided any security to Sierra Winds. Accordingly, on July 14, 2023, I sent an e-mail to Kent Bacon, Sierra Realty's broker for an update. On July 17, 2023, Mr. Bacon confirmed he had sent a follow up to Vanden Broek and Nedadur regarding the letter of credit. Our e-mail exchange, dated July 14-17, 2023, is attached as **Exhibit C**.

40. On July 28, 2023, I followed up with Mr. Bacon regarding the status of the letter of credit. Mr. Bacon indicated that there were "no issues with the LOC" and that we would receive it a few days later. Our e-mail exchange, dated July 28, 2023, is attached as **Exhibit D**.

41. On August 3, 2023, Nedadur sent me a draft letter of credit. Nedadur asked me to go through and approve the language so that BMO could issue a final letter of credit. Nedadur's e-mail of August 3, 2023, is attached as **Exhibit E**.

42. On August 16, 2023, Andrew Rudzitis, who is York Realty's Director of Customer Solutions, replied to Nedadur with some of our comments on the draft letter of credit given I was away on holiday.

43. One area of particular concern was how to draw on the letter of credit. Article 6(a) of the Agreement contemplated that we would be able to draw on the letter of credit "by facsimile...in lieu of personal presentation". However, the draft letter of credit did not reflect that. As a result, Rudzitis requested that this be changed and explained to Nedadur:

We would like to clarify whether the LOC may be drawn on via fax or email (also contemplated in the Lease) and specifically include the right if it is. You may recall that some Banks will require the original LOC be presented for payment and, if that's the case, drawing on the LOC by fax or email would be an impossibility, but we should find out so that we have certainty how to make a demand for payment if required. If you are required to present the original for payment, as currently drafted, it will need to be sent via registered mail or courier (along with your certificate that it is being drawn on pursuant to the Lease) to their Toronto address as noted in the LOC.

44. Rudzitis also requested a copy of the Indemnification Agreement in the form of Schedule F to the Agreement, which had not yet been provided. The Indemnification Agreement provided that Eastern Meat Solutions Inc. would indemnify Sierra Winds for any failure of Sierra Realty to perform the Agreement. Rudzitis' e-mail is part of the e-mail chain included at Exhibit G (attached).

45. On August 24, 2023, Sierra Realty's solicitor sent our lawyers the signed Indemnification Agreement. The e-mail from Sierra Realty's solicitor, with the attached Indemnification Agreement, dated August 24, 2023, is attached as **Exhibit F**.

46. On August 29, 2023, Nedadur sent an amended draft of the letter of credit. Nedadur's e-mail of August 29, 2023, is attached as **Exhibit G**.

47. The amended letter of credit reflected the change that we had asked for, namely it provided that: "Drawings by facsimile are permitted...If you present a fax drawing under this letter of credit you do not need to present the original of any drawing documents".

48. On September 6, 2023, Andrew Rudzitis replied with a few minor additional revisions to the draft letter of credit. Andrew Rudzitis' e-mail of September 6, 2023 (on which I was copied), is attached as **Exhibit H**.

49. On September 26, 2023, Nedadur sent me a “final ( almost) draft” of the letter of credit. Nedadur requested confirmation that we were satisfied with the letter of credit and it could be issued. Nedadur’s e-mail of September 26, 2023, is attached as **Exhibit I**.

50. On October 25, 2023, Nedadur sent me an e-mail asking for confirmation on the terms of the letter of credit. I replied the next day that “We are good with the latest form as presented”. Our e-mails dated October 25 and October 26, 2023, are attached as **Exhibit J**.

51. On November 3, 2023, having not heard anything, I followed up with Nedadur to confirm the status of the letter of credit. Nedadur replied on the same day advising that he had “sent our acceptance to the last draft. They will issue LC after internal clearances.” Our e-mails dated November 3, 2023, are attached as **Exhibit K**.

52. Given Nedadur’s last message, I assumed that the letter of credit had been provided to the bank for issuance, and that it would be provided to Sierra Winds either by the bank or by Sierra Realty.

53. We did not receive a copy of the issued letter of credit (the “Letter of Credit”) until November 19, 2024, as described further below.

***H. Autumn of 2023 – the parties continue operating under the Agreement***

54. While the parties were negotiating the Letter of Credit, we were primarily focused on design and costing of the Facility itself.

55. For example, on September 11, 2023, I provided Vanden Broek and Nedadur with current projections regarding cost allocation of the Facility’s costs between the parties,

and estimates regarding overall costs. My follow up e-mail is attached as **Exhibit L**, along with attachments, showing that the parties expected occupancy in 2025.

56. As the scope and design of the Facility were refined, the parties began discussing the calculation of the Agreement's rent in light of the actual costs for the construction of the Facility. Schedule G of the Agreement sets out the parties' agreed per annum basic rent, which was a formula that depended on the final building costs, something that would not be known by the parties at the time of execution but would be determined through the design of the Facility.

57. Throughout September, 2023, the parties exchanged e-mails to discuss the different costing and projections given that the parties began receiving firm cost estimates from our general contractor. Multiple iterations of cost evaluations were conducted, as Sierra Realty sought to determine its optimal financial structure. By way of example, I attach some of the e-mails, dated September 20, 2023, and September 28, 2023, as **Exhibits M** and **N**, respectively.

58. These types of discussions are routine with build-to-suit projects. Given the complexity and scale of such undertakings, determining the final scope and cost of a project is a time-consuming and detail-intensive undertaking. This is reflected in the Agreement itself, and in particular Schedule G and G-1, which provides for an adaptable model for ultimate cost allocation that can properly reflect the detailed scope.

59. As we neared completion of the design/costing phase, we made adjustments to the scope of the contract and formally confirmed the final rent.

60. To that end, York Realty circulated a Lease Amending Agreement on October 25, 2023, which is attached as **Exhibit O**.

61. The Lease Amending Agreement (or any other amending agreement) was never signed.

***I. Continued Work on the Facility in November 2023 through February 2024***

62. On November 8, 2023, Vanden Broek sent me an e-mail to alert me to certain developments on their end. One of Sierra Realty's main customers, Confederation Freezers and Premium Brands, decided not to proceed with a financial commitment at the Facility, despite its earlier intention to do so.

63. Vanden Broek noted that it left Sierra Realty with a "significant gap in our ability to commit to the racking lease". Normally the "racking lease" would be provided through a third party. However, Vanden Broek raised the possibility of adding the racking lease to the terms of the Agreement.

64. I called Vanden Broek by telephone where we discussed the situation, and then replied by e-mail the same day. I reiterated in the e-mail what I had said on the phone, which was that we were willing to find an appropriate solution and find a way forward.

65. Our e-mails dated November 8-10, 2023, are attached as **Exhibit P**.

66. My initial understanding of Vanden Broek's e-mail was that Sierra Realty was experiencing difficulties securing financing for their racking due to a lack of underlying financial support. However, subsequent discussions revealed that the missing financial

backing from Premium Brands also meant that they would not be storing their goods at the Facility.

67. At this point, however, the underlying Agreement had not changed and remained fully in effect. However, the change in a financial commitment from a customer raised possible challenges for Sierra Realty. Sierra Realty asked for the implications of a “phased delivery” of the contemplated Facility, and I was willing to explore different possibilities for the delivery of the project.

68. I have reviewed Vanden Broek’s Affidavit sworn February 12, 2025, in support of the Applicants’ motion. At paragraph 10 of that affidavit, Vanden Broek states that “Sierra Realty did not deliver the LC, as the transaction in respect of which it was originally obtained by the LC Applicant was not proceeding.” I completely disagree with Mr. Vanden Broek’s statement for two reasons.

- (a) First, Sierra Realty had a binding Agreement in place to pay rent on a 350,000 sf freezer building which Sierra Winds (later WEI) had an obligation to construct, as guaranteed by York Realty.
- (b) Second, due to a changing circumstance on their end, Sierra Realty had asked Sierra Winds to price delivery in a phased approach. Sierra Realty’s request for a change in delivery did not negate the existence of the underlying Agreement or their requirement to provide security. Any changes in scope or substance to the Agreement would have to be made, in writing, in the form of a lease amending agreement (as demonstrated previously).

69. In that light, both parties continued working on the Facility:
- (a) On November 17, 2023, I received an e-mail from Sierra Realty's broker confirming that Sierra Realty was working on the phased building approach. The e-mail referred to Sierra Realty's work on "phase 1 plan" and running numbers. The e-mail from Sierra Realty's broker dated November 17, 2023, is attached as **Exhibit Q**.
  - (b) On November 30, 2023, I emailed Vanden Broek and Nedadur regarding revised costing to the "phased freezer". Nedadur responded that he would "take these numbers and work through the 7 years projection," and I confirmed that a discussion would help to provide Sierra Realty with some "high level rent expectations". Our e-mails dated November 30, 2023, are attached as **Exhibit R**.
  - (c) On December 1, 2023, I shared a Phase 1 Summary by e-mail, which is attached as **Exhibit S**.
  - (d) On December 6, 2023, I exchanged emails with Vanden Broek confirming Nedadur was "running numbers" and Vanden Broek thanking us for keeping a "solutions focused approach". My e-mails with Vanden Broek dated December 6, 2023, are attached as **Exhibit T**.
  - (e) On December 8, 2023, Nedadur e-mailed me with a spreadsheet containing Sierra Realty's projected figures, including cashflow estimates through until 2034. Nedadur's e-mail (with attachment) is attached as **Exhibit U**.

- (f) On January 7, 2024, I sent both Vanden Broek and Nedadur updated renders of the Facility. My three e-mails, dated January 7, 2024, are attached as **Exhibit V**. Vanden Broek thanked me for sharing the renderings and suggested setting up a call. Vanden Broek's e-mail of January 8, 2024, is attached as **Exhibit W**.
- (g) On January 22, 2024, I sent an e-mail to Vanden Broek and Nedadur with an invoice summary of costs incurred on design, engineering and construction related to the Facility. It showed that so far, Sierra Winds Business Park Inc. had incurred \$1,565,663.00 for the Facility. My e-mail dated January 22, 2024 (with attachment) is attached as **Exhibit X**.
- (h) On February 4, 2024, I sent updated renders to Vanden Broek and Nedadur to show the proposed revision for the Facility. At this point, Sierra Winds (later WEI) was still actively fulfilling it's obligations under the Agreement and working on a phased construction approach, which would result in a formal lease amending agreement.

70. These e-mails confirm that the parties continued to engage in the design and pricing for the construction of the Facility well after our discussions in November 2023.

71. In fact, in December 2023, Sierra Winds fulfilled both conditions precedent in Article (k) of Schedule C in that (1) it closed on the lands on March 7, 2023; and (2) on December 12, 2023, one of our Project Managers confirmed to Vanden Broek and Nedadur that Sierra Winds had obtained approval for the rezoning. Nedadur confirmed receipt by e-mail, which is attached to my affidavit as **Exhibit Y**.



72. In response to notifying them that the conditions precedent for the Agreement had been satisfied, Vanden Broek and Nedadur never told me that Sierra Realty wanted to terminate the Agreement or that the “transaction was not proceeding”.

73. From November 2023 until Sierra Realty’s CCAA application in May 2024, Sierra Winds (and subsequently WEI) continued fulfilling its contractual obligations to advance design and construction. As York Realty had also provided a guarantee of delivery on the Agreement (provided in Article (I) of Schedule “C”), I was very mindful of fulfilling our obligations.

***J. Purported Termination of the Agreement***

74. On February 21, 2024, I received an e-mail from Sierra Realty’s broker, indicating that Vanden Broek was “very optimistic they will get agreement with Confed”, and that Sierra Realty intended to make “installments towards the work that has been done to date as act of good faith”. The e-mail from Sierra Realty’s broker, dated February 21, 2024, is attached as **Exhibit Z**.

75. On or about February 26, 2024, I discussed the Facility with Nedadur by telephone. Vanden Broek and Nedadur had become notably slower in their responses, and I was concerned about the significant costs Sierra Winds (later WEI) had incurred towards the design and development of the Facility, particularly without security having been received. I was also conscious that Sierra Winds (later WEI) still had construction obligations under the Agreement. Failure on our part to construct the Facility would put Sierra Winds (later WEI) and York Realty offside the Agreement.

76. At this stage, I was open to exploring all options with Sierra Realty, particularly due to our strong working relationship to-date. However, whatever the path forward that the parties chose, some of WEI's mounting costs would have to be addressed.

77. While I don't recall the particulars of my discussion with Nedadur, there were essentially two options:

(a) First, the parties could continue with their plans for a phased approach to the Facility. This would still be governed by the Agreement and subject to a Lease Amendment Agreement.

(b) Second, the parties could discuss entering into a termination agreement in order to terminate the Agreement, but the parties would need to agree on a payment plan that would reflect a fair division of the costs incurred to date.

78. In the meantime, Nedadur indicated that Sierra Realty could make a payment of \$210,000 towards their outstanding costs while the parties resolved next steps.

79. On February 27, 2024, I followed up with Vanden Broek and Nedadur by e-mail attaching an invoice for payment towards the design, engineering and construction services rendered in conjunction with the Facility "as discussed". I also alerted both of them that "Woolsey Equities Inc. is the new owner replacing Sierra Winds Business Park Inc." My e-mail (with attachment) dated February 27, 2024, is attached as **Exhibit AA**.

80. On February 28, 2024, Sierra Realty made a payment of \$210,000 towards outstanding costs. I acknowledged receipt of the payment, and noted that we would apply these amounts against outstanding bills, or if the parties concluded a deal with respect to

the modifications to the plan as we had discussed previously (i.e. we executed a lease amendment agreement to modify the Agreement), we could credit that payment against the security deposit. My e-mail of February 28, 2024, is attached as **Exhibit BB**.

81. Again, the underlying Agreement was still in place. In fact, it was not until Woolsey was served with injunction materials on November 21, 2024, that I learned that Vanden Broek asserted that the Agreement had been terminated in February 2024.

82. This caught me completely by surprise and is categorically false. As detailed above, while there were some discussions about modifying the Facility or negotiating a termination agreement with a payment plan, neither ever happened.

83. Moreover, the corporate practice of York Realty and its group of companies is to enter into a termination agreement (including payment of a termination fee) any time we terminate an agreement by mutual consent. To my recollection, in the past 15 years, neither York Realty nor any of its subsidiaries has ever terminated a contract, by mutual consent, in the absence of a formal termination agreement. Simply put, I would never agree to terminate a \$144 million agreement orally or by e-mail (and I did not).

84. Finally, WEI would not have agreed to terminate the Agreement unless there was some type of termination fee. WEI had incurred significant costs related to the development, design and construction of the Facility, and Sierra Realty had not covered its share of the costs.

85. In short, while WEI understood that Sierra Realty's desire may have been to either modify or terminate the Agreement, neither happened. In the meantime, WEI still had

contractual obligations under the Agreement, and continued to act accordingly and incur costs for the continued development of the Balzac site.

***K. WEI Continues to Act Under the Agreement***

86. On March 22, 2024, I wrote to Vanden Broek to confirm next steps with the development of the Facility. My e-mail dated March 22, 2024, is attached as **Exhibit CC**.

87. On April 15, 2024, I sent a follow up e-mail to Vanden Broek and Nedadur with an updated invoice. This invoice confirmed that Sierra Winds or WEI had incurred approximately \$2.45 million in costs. My e-mail dated April 15, 2024 (with attachment) is attached as **Exhibit DD**.

88. To that point, York Realty (or one of its associated companies) had paid for all of the costs set out in the invoice.

89. The next day, Vanden Broek replied and asked for a call the next week. Vanden Broek's e-mail dated April 16, 2024, is attached as **Exhibit EE**.

90. On May 4, 2024, I sent an e-mail to Vanden Broek regarding outstanding amounts owing and the parties' discussion of a payment plan. My e-mail to Vanden Broek dated May 4, 2024, is attached as **Exhibit FF**.

91. Having not heard anything, I followed up again on May 14, 2024, with both Vanden Broek and Nedadur asking to get on the "same-page" and for a payment proposal from Sierra Realty. On May 16, 2024, Vanden Broek replied and indicated that he would connect next week. My e-mails with Vanden Broek and Nedadur, dated May 14-16, 2024, is attached as **Exhibit GG**.

92. In my estimation, by May, 2024, it seemed to me that the best route forward would be to negotiate a payment plan with respect to Sierra Realty's outstanding costs in tandem with a formal termination agreement. While we were not in possession of the Letter of Credit as security, we still had an indemnity from Eastern Meats that I believed WEI could claim against. However, I believed that the parties had had a good working relationship, and I thought it was important to preserve the value of a future relationship. Accordingly, I viewed any claim against Eastern Meats, as indemnifier, as a 'last ditch' option.

***L. Eastern Meats Seeks Creditor Protection***

93. On May 21, 2024, Vanden Broek finally replied. However, instead of proposing a payment plan, he alerted me that Eastern Meats (which I understood to be Sierra Realty's parent company) and its subsidiaries had obtained an order for protection under the *Companies' Creditors Arrangement Act*.

94. In the same e-mail, Vanden Broek said that he intended to disclaim the Agreement. Notably, he never said that the Agreement had already been terminated. Quite the opposite, he noted that our "continued support has been invaluable". Vanden Broek's e-mail of May 21, 2024, is attached as **Exhibit HH**.

95. On June 5, 2024, it appears that counsel to Sierra Realty sent a Notice to Disclaim the Agreement to York Realty's general account, which is "info@yorkrealty.ca". I have conducted a search of the e-mails sent to that account, and can confirm that the Notice to Disclaim was received on or about that date.

**M. WEI Continues to Incur Costs**

96. In addition to the \$2.45 million that WEI has spent on direct costs for the development, design and construction of the Facility (as set out in the invoice of April 15, 2024), WEI has also incurred considerable financing costs. Specifically, WEI has incurred approximately \$39,000 per month in interim financing for the land since April, 2023. Moreover, every three months, WEI incurs extension fees of \$22,500 for extending the interim facility. As of today's date, WEI has incurred approximately in \$1,076,954.79 in interim financing fees.

97. After WEI received the Notice of Disclaimer, our main priority was to mitigate the many resources that we had poured into development of the Facility under the Agreement. WEI's view was that, rather than engage in costly and time-consuming legal proceedings, our business interests would be better served by pivoting towards finding another use for the Balzac site.

**N. WEI Receives Notice of Non-Renewal**

98. On or about October 18, 2024, Christopher Drobot, York Realty's Director of Capital Solutions, received a Notice of Non-Renewal from BMO regarding the Letter of Credit. A copy of the Notice of Non-Renewal is attached as **Exhibit II**.

99. Until that point, we had not been certain that Sierra Realty had actually provided the Letter of Credit to BMO for issuance. However, as set out above, Sierra Winds / WEI never waived the requirement that Sierra Realty had to provide the security deposit and were pushing Sierra Realty to obtain the letter of credit.

100. Ultimately, the only reason that we did not continue following up with Sierra Realty about the Letter of Credit in November 2023 was due to inadvertence. From November 2023 onwards, WEI was focused on re-scaling the project per Sierra Realty's requests. We expected that WEI and Sierra Realty would keep working on the Facility per the Agreement, and continued to do so.

101. In the spring of 2024, we considered making a demand for the Letter of Credit given Sierra Realty's lack of responsiveness. However, we were concerned that a demand for security would not preserve a future working relationship with Vanden Broek and Nedadur. Instead, it appeared that the parties might be able to negotiate a payment plan and termination agreement (if not modify the Agreement to continue with the Facility), which seemed to be a viable way to resolve the relationship amicably. That possibility was ended when Sierra Realty filed for creditor protection.

***O. WEI had the right to draw on the Letter of Credit***

102. WEI recognized that Sierra Realty had defaulted under the Agreement as a result of its insolvency and that WEI was therefore permitted to retain the Security Deposit. Therefore, WEI determined that it was permitted to, and would, draw on the Letter of Credit to cover some of our losses. Even then, the total amount of the Letter of Credit would not cover all of the costs that we had incurred.

103. After internal discussions and conversations with external legal counsel, WEI decided that Christopher Drobot, our Director of Capital Solutions, would lead efforts to request the draw from the bank. This began an extensive and, frankly, difficult process to meet the requirements of the bank to make a draw on the Letter of Credit.

104. I have reviewed Christopher Drobot's affidavit, sworn February 20, 2025, and understand that he provides much of the context for WEI's communications with BMO regarding the Letter of Credit. The section that follows is intended to supplement his summary of the communications.

105. Drobot exchanged a number of e-mails with BMO between October 28 and November 6, 2024. However, he had asked a number of questions that had gone unanswered about how to make a draw given we did not have a copy of the original Letter of Credit. When responses to those questions were not forthcoming, he asked our regular contacts at BMO for a director-level contact that we could work with. I understand Drobot was provided the name of Normand Girard.

106. I reached out directly to Normand Girard on November 8. Given that Girard was occupied, he asked that Alain Bagirakandi contact me. My e-mails with Normand Girard dated November 8, 2024, are attached as **Exhibit JJ**.

107. I spoke with Bagirakandi by telephone that day. I did not take any notes from the phone conversation. However, from my recollection, Bagirakandi advised me to put any questions in writing, which would then be answered by BMO.

108. On November 13, 2024, Drobot attempted to submit the initial draw request, and after some difficulties explained in his affidavit, he attempted further revised draw requests on November 15 and 18, 2024.

109. BMO replied to the latest draw request with the "discrepancy advice" that we could not make a draw until we presented a copy of the Letter of Credit. Drobot had explained



all along that we did not have a copy of the Letter of Credit because Sierra Realty had failed to give us a copy.

110. On November 19, 2024, BMO advised that the only “discrepancy” for the draw request was the failure to present a copy of the Letter of Credit.

111. As a result, on November 19, 2024, I sent BMO an e-mail and provided the same explanation for why we did not have the Letter of Credit. In that e-mail I also included a copy of the Agreement. That e-mail, with attachment, is attached as **Exhibit KK**.

112. As I set out in my e-mail of November 19, pursuant to Article 10(c) of the Agreement, any act of Sierra Realty to “take the benefit of or becomes subject to any statute that may be in force relating to bankrupt or insolvent debtors” is an event of default.

113. Accordingly, since Sierra Realty was insolvent, I understood from Article 10(ii) that Sierra Winds (or subsequently WEI) had the right to “retain the Security Deposit...for its own use absolutely”.

114. I did not receive a response to that e-mail. It seemed that BMO would not accept our draw request unless we had a copy of the Letter of Credit. WEI had been clear with BMO throughout the process that Sierra Realty had failed to provide us with a copy, even though we were the beneficiary.

115. I considered the different sources available to get a copy: I could either obtain the Letter of Credit from BMO or from Sierra Realty. I attempted to call Vanden Broek and Nedadur, but there was no answer and no call back.

116. I then called Alain Bagirakandi at BMO to request a copy of the Letter of Credit. He informed me that if WEI wanted to request a copy of the Letter of Credit, we would have to make that request in writing.

117. As a result, I sent a second e-mail to BMO later in the day on November 19 wherein I requested that BMO provide us with a copy of the Letter of Credit, which is attached as attached as **Exhibit LL**.

118. Alain Bagirakandi from BMO provided us with a copy of the Letter of Credit later that same day in response to my request. His e-mail, with attachment, dated November 19, 2024, is attached as **Exhibit MM**.

119. With a copy of the Letter of Credit, Drobot was finally able to submit the draw request with a copy of the Letter of Credit.

***P. November Injunction***

120. On November 15, 2024, I received a letter from counsel to Sierra Realty. We had not been contacted by Sierra Realty or its counsel at any point between the Notice to Disclaim and this letter. The letter from Applicants' is attached as **Exhibit NN**.

121. In the letter, counsel told me that WEI had "no legal basis" to draw on the Letter of Credit. While I am not a lawyer, I disagreed with a number of the factual assertions in the letter, which appeared to be based on a completely mistaken understanding of the Agreement. In particular:

- (a) the letter stated that the term of the lease had not started yet. This was wrong. The Agreement had been in full force and effect between the parties

since it was signed. I believed that the Applicants, through counsel, were conflating the term of occupancy (which is defined as the “Term” under Article 3 of the Agreement) with the global term of the Agreement, which is different. As explained above, both parties had been fulfilling their pre-occupancy contractual obligations as required by the Agreement.

- (b) the letter stated that the Letter of Credit was intended to secure obligations upon the commencement of occupancy (defined as the Term under Article 3). Again, this was wrong. For the reasons set out above, WEI had security in advance of occupancy because of the costs had to incur to prepare the building for occupancy. The Agreement confirmed that WEI could draw on the Letter of Credit prior to the start of occupancy (defined as the Term in Article 3) and, in fact, there would be no Letter of Credit at the start of occupancy because it was to be replaced by cash at that point.
- (c) the letter stated that an original of the Letter of Credit had to be faxed. As described above, the Letter of Credit itself states that “if you present a fax drawing under this letter of credit, you do not need to present the original of any draw documents”.

122. On November 20, 2024, I received a further letter from counsel to Sierra Realty. The letter stated that the draw request did not comply with the terms of the Letter of Credit and constituted a “clear attempt to fraudulently draw on the LC.” The letter also stated that we had made “false representations” to BMO with respect to our attempts to draw on

the Letter of Credit. A copy of counsel's letter, dated November 20, 2024, is attached as **Exhibit OO**.

123. I was extremely surprised by this letter. We had been entirely transparent with BMO throughout our correspondence. We had repeatedly explained why we did not have a copy of the Letter of Credit, and we told BMO why and how WEI was entitled to draw on the Letter of Credit.

124. WEI never made any false representations to BMO. I have reviewed the correspondence sent by both myself and Drobot, and confirm that the statements that we both made to BMO were accurate.

125. WEI also understood that we could present a copy of the Letter of Credit by facsimile to make a partial draw (i.e. any amount under the full amount of the Letter of Credit). After all, that was exactly what we had negotiated for in August 2023, and that was what the Letter of Credit stated on its face.

126. On November 21, 2024, we were served with materials for an injunction hearing that was scheduled to go ahead on November 22, 2024.

127. I was taken aback that Vanden Broek took the position in his affidavit that WEI had acted "fraudulently".

128. Upon reviewing the Applicants' materials, I learned for the first time that Nedadur had attempted to "return" the Letter of Credit to BMO in April 2024, and that counsel to the Applicants attempted to "cancel" the Letter of Credit in September 2024. I was never

apprised of these unilateral actions, and was unaware of these attempts to interfere with the Letter of Credit until reviewing the Applicants' injunction materials.

129. I also learned for the first time that Vanden Broek said that the Agreement had been terminated in February, 2024. For all the reasons set out above, this statement is completely untrue.

130. Upon receipt of the Responding Motion Record of the Bank of Montreal for the purpose of with the November injunction, I also reviewed Eastern Meat's Application for Standby Letter of Credit for the first time. It appears this was the Application that was submitted to BMO for the issuance of the Letter of Credit. However, someone (I do not know who) made an alteration to the face of the Application to provide that the Letter of Credit would not be communicated to the Beneficiary (i.e. Sierra Winds), but rather to the Applicant (i.e. Eastern Meats).

131. Finally, the allegation that WEI committed fraud is not only completely wrong but it is also completely contrary to the brand and reputation that my family has been building for 40 years. This unfounded allegation threatens to harm our business' strong reputation for trustworthiness, which is foundational to our ability to operate in this industry.

**AFFIRMED** remotely by Matthew Woolsey at the City of Saskatoon, in the Province of Saskatchewan, before me at the City of Toronto, in the Province of Ontario, on this 20<sup>th</sup> day of February, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely



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Commissioner for Taking Affidavits  
**Douglas Montgomery**

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**Matthew Woolsey**

This is **Exhibit "A"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Montgomery". The signature is written in a cursive style with a large, stylized initial "M".

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*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

**TERM SHEET**  
**Dated November 30, 2022**  
*(draft 25.11.2022)*

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1. **Overview:** Subject to the applicable conditions, York Realty Inc. or its nominee ("**Landlord**") and Sierra Realty Corporation or its nominee ("**Tenant**") will enter into a lease agreement (the "**Lease**"), and a solar installation and lease agreement (the "**Solar Agreement**"), pursuant to which (i) Landlord shall arrange for the construction of the freezer/cooler facility specified by Tenant (the "**Base Building**") and to be located on the Property, (ii) Tenant shall lease the Base Building and Property (the "**Leased Premises**") from Landlord and (iii) the installation and lease of solar facilities on the Leased Premises (collectively, the "**Project**"), all to permit the operation of the cold storage business (the "**Business**") of Tenant on the Property, as defined below.
2. **Tenant:** Sierra Realty Corporation or its nominee.
3. **Indemnitor:** Eastern Meat Solutions Inc. (NOTE: in the Lease, EMS will be stated as a primary obligor, whether as co-tenant or indemnifier)
4. **Expressions of interest:** Tenant will provide evidence satisfactory to Landlord of expressions of interest from existing customers of Tenant covering not less than 50% of the pallet positions within the Leased Premises.
5. **Landlord:** York Realty Inc. or its nominee.
6. **Property:** Approx. 36.32 acres located in Balzac, Alberta and more particularly described in Schedule "B" (the "**Property**"), to be acquired by Landlord.
7. **Base Building:** Working with Tenant and its chosen consultant, Landlord will be responsible for the design, permitting, construction and delivery of the Base Building of approximately 340,000 sf, which meets Tenant's required building performance specifications (the "**Performance Specifications**"), and is capable of housing between 80,000 to 90,000 pallet positions. During design and construction, Tenant and its chosen consultant shall have full access to the status of the Project.
8. **Lease Term:** The initial term of the Lease shall be for a period of twenty (20) years (the "**Term**") from the Commencement Date.  
  
At the end of the Term, or the end of any renewal thereof, Tenant will, remove all furniture, furnishings, non-attached equipment (the "**FFE**"), and trade fixtures and make good any damage caused to the Leased Premises, or the Property, by such installation or removal, and restore the Leased Premises, or the Property, to a condition of good and substantial repair, with reasonable wear and tear expected. For clarity, Tenant shall not remove, or be responsible for the removal of, the racking, refrigeration or Solar array on the completion of Lease Term.
9. **Milestone Dates Schedule:** Concurrent with the preparation and review of the Lease documentation, the parties will work collaboratively to finalize a detailed milestone dates schedule (the "**Milestone Date Schedule**"), which will set out target dates for the various steps and stages of the Project including the exchange of information and completion of various stages of the Project.



The parties acknowledge and agree that the delivery and exchange of the information to be set forth in the Milestone Date Schedule will be a critical path to the schedule of the various dates noted within this LOI and agree to work collaboratively and cooperatively to ensure the requisite information is delivered and construction is commenced and completed in accordance with the Milestone Date Schedule.

- 10. Substantial Completion:** Substantial Completion shall be determined when the construction of the Base Building (including, for greater certainty, the completion of the installation of racking) is substantially complete with applicable Base Building life safety systems in-place and verified by the consultants of record ("**Substantial Completion**"). Subject to the finalization of the Milestone Date Schedule, Landlord estimates the date of substantial completion to be February 1, 2024 or nine (9) months following receipt of a Building Permit from the Area Having Jurisdiction (the "**AHJ**"), whichever is later.
- 11. Fixturing Period:** Tenant shall be granted a two (2) month Fixturing Period following the date of Substantial Completion. In the event that the parties agree to access to Early Access Sections, such Fixturing Period will be adjusted for each such Early Access Sections. During such Fixturing Period, Tenant shall not be responsible for Basic Rent or Additional Rent but all other terms of the Lease shall apply including insurance coverage and the cost of utilities.
- 12. Lease Commencement Date:** Subject to the finalization of the Milestone Date Schedule, Landlord estimates the Commencement Date to be April 1, 2024 or a date which is two (2) months after commencement of the Fixturing Period, whichever is later.
- 13. Basic Free Rent Period:** Intentionally deleted
- 14. Proportionate Occupancy:** The parties acknowledge that, as significant and discrete portions of the Base Building are substantially completed ("**Early Access Sections**"), the parties may agree to allow Tenant early access to such Early Access Sections in order to commence fixturing and operations. In such case, the terms of the Lease, including those relating to Lease Commencement and Fixturing Period, will be applied to such Early Access Sections on a proportionate basis. At this time, the parties envision the following Early Access Sections and applicable Fixturing Periods:
- (i) substantial completion of freezers 1 and 2, office space and proportionate docking – 90 day Fixturing Period
  - (ii) substantial completion of freezer 3 and proportionate docking – 30 day Fixturing Period
  - (iii) substantial completion of freezer 4 and proportionate docking – 30 day Fixturing Period
  - (iv) substantial completion of cooler and balance of Base Building – 30 day Fixturing Period
- 15. Rental Rate (Basic Rent):** The Basic Rent will be determined using the budget (the "**Base Building Budget**"), including all costs relevant for a "turnkey development" and a contingency amount for Tenant's use exclusively, (the "**Project Budget**") attached as Schedule A. For greater certainty, the Project Budget shall not include the cost of the racking to be funded by Tenant, or the cost of the provision, installation or maintenance of the Solar array, to be funded by a third party.

Prior to submission of the Building Permit for the Base Building, the parties will determine the final Project Budget (the "**Final Budget**"), which will determine the final and actual Basic Rent. In no event shall the Basic Rent exceed \$20.00 psf p.a. in Year 1 without the consent of the parties. The parties will work together to ensure the design and construction of the Base Building is maintained with such Final Budget.

The Base Rent will be escalated by the rate of 2.00% per annum; provided that no such escalation shall be payable until the 6th anniversary (Year 6) of the Lease Commencement Date.

For illustration purposes, in the event the Project Budget is \$76,778,745, the Basic Rent is projected to be \$5,428,457 per annum with escalations commencing in Year 6.

- 16. Solar Rent:** *See Schedule "C" - Proposed Schedule for example*  
The parties will cooperate for the design and installation of a solar array that will meet the requirement of the Base Building.
- 17. Additional Rent:** It is understood and agreed that the Basic Rent shall be completely net to Landlord. Tenant shall self-manage the Leased Premises and shall be directly responsible for and pay any and all costs, charges, expenses, or outlays arising from or relating to the Leased Premises, the contents thereof, or the business carried on, and Landlord's maintenance schedule but excluding (i) repairs and replacements to the extent the cost is recovered by Landlord pursuant to any construction warranties; (ii) replacements of a capital nature as determined by generally accepted accounting principles; and (iii) structural repairs, all as further outlined in the Lease.
- 18. Use and Business:** Tenant shall operate a full-service cold storage operation including but not limited to cold storage, distribution, processing and packaging as well as ancillary dry storage and warehousing.
- 19. Utilities:** Tenant shall be responsible for and pay for all utilities consumed or used in the Leased Premises during the Term of the Lease. The obligation of Tenant to pay for the utilities shall extend to, but not be limited to, payment of gas, water, sewer, electricity, telephone, and high-speed internet used or consumed in the Leased Premises. Any incentives that Tenant is able to obtain from Federal / Provincial Governments and /or utility companies at the discretion of Tenant to be applied to cost of the Project.
- 20. Option To Extend:** Tenant shall have the option to extend the Term for three (3) additional terms of ten (10) years each upon giving Landlord not less than six (6) months' notice prior to the expiration of the Term. The extension will be on the same terms and conditions as are contained in the Lease.
- 21. Assignment & Subletting:** During the Term, Tenant shall have the right to assign the Lease or sublease the Leased Premises or a portion thereof to a third party, subject to Tenant receiving Landlord's prior written approval, such approval not to be unreasonably withheld as fully described in the Lease.
- 22. Signage:** Tenant shall be permitted to install signage on the Leased Premises at Tenant's expense upon receiving written approval by Landlord, such approval not to be unreasonably withheld. All signage shall be subject to the rules, by-laws and regulations of Rockyview County, the Lease and Landlord's standard for the Leased Premises.

- 23. Final Agreements:** The Lease and other agreements shall be on Landlord's standard form prepared by Landlord incorporating all terms and conditions of this Term Sheet, including all other revisions as agreed to by the parties.
- 24. Goods & Services Tax:** All payments made by Tenant to Landlord shall be subject to the Goods and Services Tax ("GST").
- 25. Tenant's Insurance:** Tenant shall at its own expense, provide and maintain in force during the term such insurance coverage and in amounts as may reasonably be prescribed by Landlord, including but not limited to Tenant's glass insurance, fire and public liability Insurance.
- 26. Tenant Conditions:** The Lease will be subject to the review and approval by Tenant of:
- (a) The final construction plans and design and specification to complete the Base Building;
  - (b) The mutually acceptable form of Landlord's Lease document; and
  - (c) Review and approval of the contemplated transaction by Tenant's Senior Management.
- 27. Landlord Conditions:** The Lease will be subject to the review and approval by Landlord of:
- (a) Tenant's financial covenant and client intent to lease on completion of the Base Building;
  - (b) The final construction plans, specifications and costs relating to the completion of the Base Building;
  - (c) The mutually acceptable form of Landlord's agreed upon Lease document; and
  - (d) Landlord's Senior Management in its sole discretion.
- 28. Acceptance:** Landlord respectfully requests Tenant's response to this LOI on or before 5:00 PM MST on Monday, November 28, 2022.


Each of the undersigned acknowledges that this Term Sheet does not constitute a binding agreement but expresses an agreement in principle covering the principal terms of the transactions described herein, and an undertaking to proceed in good faith with the execution of the definitive documentation.

The terms and conditions set out in the foregoing Term Sheet are hereby agreed to and accepted.

**YORK REALTY INC.**

  
 \_\_\_\_\_  
 Authorized Signatory

**SIERRA REALTY CORPORATION**

  
 \_\_\_\_\_  
 Authorized Signatory

## SCHEDULES "A-1" and A-2

## RENTAL RATE FORMULA AND EXAMPLE

|                                  | <b>Formula and Calculation</b>   |                 | <b>Example</b> (for illustration purposes only) |
|----------------------------------|--|-----------------|---|
| <b>Land:</b>                     | Actual hard cost of "rough graded" site dedicated to Tenant  | \$x.xx per acre | \$7,650,000                                     |
| <b>Hard Costs:</b>               | Total costs of Base Building including permits, fees, design consultants, construction   | \$x.xx          | \$59,500,000                                    |
| <b>Soft Costs:</b>               | Lump sum budget including legal and survey   | \$100,000       | \$100,000                                       |
| <b>Landlord Contingency:</b>     | Based on 4% of Hard Costs  | \$x.xx          | \$1,878,000                                     |
| <b>Tenant Contingency (TIA):</b> | To be negotiated   | \$x.xx          | \$3,000,000                                     |
| <b>Development Management</b>    | Based on 4% of Base Building and Contingency Costs - <i>All soft costs, hard costs, contingency, and TIA allowance.</i>                        | <u>\$x.xx</u>   | \$2,579,120                                     |
| <b>Broker:</b>                   | Based on market fees   | \$x.xx          | \$2,000,000                                     |
| <b>Lender Fees:</b>              | Standard mortgage placement fees   | 0.5%            | \$340,000                                       |
| <b>Interest Costs:</b>           | Budgeted interest amount based on an interest-only loan over a 14 month construction period: Land at 100% carry and Building costs at 67% draw | \$x.xx          | \$3,279,842                                     |
| <b>TOTAL LAND AND BUILDING</b>   |  | <b>\$x</b>      | <b>\$80,326,962</b>                             |
| <b>Yield:</b>                    | 5-year GOC bonds + 350 BPS<br>Floor: 6.50%<br>Ceiling: 7.75%   | x%              | 6.85%   |
| <b>NOI:</b>                      |  | <b>\$x.xx</b>   | <b>\$5,502,397</b>                              |

|                                 |  |               |                    |
|---------------------------------|--|---------------|--------------------|
|                                 |  |               |                    |
| <b>Plus</b>                     |  |               |                    |
|                                 |  |               |                    |
| <b>Structural and Vacancy:</b>  | Based on 1% of NOI                     | 1.00%         | \$55,024           |
|                                 |  |               |                    |
| <b>RENT PER ANNUM (Year 1):</b> | <i>NOI plus Structural and Vacancy</i> | <b>\$x.xx</b> | <b>\$5,557,421</b> |
|                                 |  |               |                    |
| <b>RENT (PSF) (Year 1):</b>     | <i>Rent per annum / square footage</i> | <b>\$x.xx</b> | <b>\$16.34</b>     |

SCHEDULE "B"

**Legal Description of Property**

Plan: 1910413,

Block: 1, Lot: 1

Excepting thereout all mines and minerals  
Area 14.7 hectares (36/32 acres) more or less  
**(the "Property")**



## SCHEDULE "C"

**PROPOSED SCHEDULE**  
**these dates need to change**

| Date                     | Item   |
|--------------------------|--|
| September 2022           | <ul style="list-style-type: none"> <li>• Formalize rental rate structure and mechanism</li> <li>• York to obtain control of Property</li> </ul>                      |
| October 2022             | <ul style="list-style-type: none"> <li>• York Construction Inc. to provide drawings and costing</li> </ul>   |
| November - December 2022 | <ul style="list-style-type: none"> <li>• Finalize deal terms and legal</li> <li>• York to understand the contracts that have been secured by Sierra Foods</li> </ul> |
| January 2023             | <ul style="list-style-type: none"> <li>• Submit permits</li> </ul>   |
| March 2023               | <ul style="list-style-type: none"> <li>• Construction begins</li> </ul>  |
| February 2024            | <ul style="list-style-type: none"> <li>• Handover Building to Tenant for Fixturing</li> </ul>  |
| April 2024               | <ul style="list-style-type: none"> <li>• Lease commencement</li> </ul>   |

This is **Exhibit "B"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Montgomery". The signature is written in a cursive style with a large, stylized initial "M".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)



## LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made as of March 10, 2023 (the "**Lease**")

**BETWEEN:**

**SIERRA WINDS BUSINESS PARK INC.**

(hereinafter called the "**Landlord**")  
 #1600, 10303 Jasper Avenue NW  
 Edmonton, AB T5J 3N6  
 Tel: 780.421.4000  
 Email: [info@yorkrealty.ca](mailto:info@yorkrealty.ca)

-and-

**SIERRA REALTY (CALGARY) CORPORATION**

(hereinafter called the "**Tenant**")  
 Suite 203, 5090 Explorer Drive  
 Mississauga, ON L4W 4T9  
 Tel: 416.252.2791  
 Email: [legal@sierrascs.com](mailto:legal@sierrascs.com)

**IN CONSIDERATION** of the rent and the covenants herein contained to be performed by the Landlord and the Tenant, the parties agree as follows:

**1. LEASE**

The Tenant leases from the Landlord and the Landlord leases to the Tenant the Leased Premises (as defined in Section 2 below), for the Term (as defined in Section 3 below) and upon the covenants, provisions, and conditions of this Lease.

**2. PROPERTY AND LEASED PREMISES**

The Landlord is, or is entitled to become, the registered owner of those lands legally described in Schedule "A" attached hereto (the "**Lands**"). The Landlord is constructing a building (the "**Building**") located on a portion of the Lands in the approximate location shown on Schedule "A" attached hereto (the "**Parcel**"). The Lands, the Building, any future building(s) constructed on the Lands and all other improvements located upon the Lands are collectively referred to herein as the "**Property**".

The Landlord may cause certain solar energy systems to be installed on the Property (the "**Solar Array**"). If a Solar Array is installed on the Property, the Landlord and Tenant will enter into an agreement amending this Lease or a separate solar agreement with respect to the Solar Array.

The "**Leased Premises**" shall mean the Building, comprising 350,311 square feet, more or less (the "**Floor Area of the Leased Premises**"), located on the Parcel.

**3. TERM**

To have and to hold the Leased Premises for a term (the "**Term**") of Twenty (20) years commencing on the latest of: (a) April 1, 2024; (b) the day following Substantial Completion Date for the entire Building (or the date that Substantial Completion would have occurred but for Tenant Delay(s)); and (c) the expiry of the last running Fixturing Period (the "**Commencement Date**") and expiring on the last day of the month that is 20 years after the Commencement Date, and which is estimated to be March 31, 2044 (the "**Expiry Date**"), as may be adjusted pursuant to Schedule "C" or Schedule "D".

**4. BASIC RENT**

The basic rental rates will be determined based on the Basic Rent Calculation set out in Schedule "G" hereto plus the Rent Escalation Amount (if any) set out in Schedule "G".

The Tenant shall pay without any variation, set-off, or deduction whatsoever, payable in advance on the first day of each month during the Term basic rent as follows:

- (a) For the first five years of the Term, the Initial Per Annum Basic Rent calculated pursuant to Schedule "G" plus the Rent Escalation Amount (if any) set out in Schedule "G", payable in equal, consecutive monthly instalments; and
- (b) From and after the Sixth (6<sup>th</sup>) anniversary of the Commencement Date through and until the end of the Term, for each year commencing on an anniversary of the Commencement Date and expiring on the day immediately prior to the next following anniversary of the

Commencement Date, the per annum Basic Rent shall be equal to (i) the per annum Basic Rent (excluding the Rent Escalation Amount) payable for the immediately preceding lease year, plus an increase of 2.00%, and (ii) the Rent Escalation Amount (if any) set out in Schedule "G",

hereinafter (collectively, the "**Basic Rent**"). Once the Initial Per Annum Basic Rent and the Rent Escalation Amount have been calculated, the Landlord and Tenant will both sign an acknowledgment that confirms the Basic Rent payable by the Tenant for each year of the Term.

All amounts herein are rounding excepted and exclusive of GST. For any period of less than one (1) month, the Basic Rent payable for that period shall be calculated on a *per diem* basis at a rate equal to 1/365 of the Basic Rent payable for the year.

## 5. ADDITIONAL RENT

5.1 The Tenant shall pay, without any variation, set-off, or deduction whatsoever, all costs, charges and expenses of or relating to the maintenance, repair, replacement, operation and management of the Leased Premises (excluding, for greater certainty, the structural assets) (collectively, the "**Operating Costs**"), and the Tenant shall pay all such costs directly wherever possible (except with respect to the Landlord's insurance and real property taxes), or reimburse the Landlord, on demand, for any such costs the Landlord is required to pay. Operating Costs include, without duplication, but are not limited to, the following:

- (a) all real property, local improvement and school taxes, rates and charges, charged, levied, or rated by any competent authority in respect of the Leased Premises and the cost of all appeals against increased assessments for the purpose of such taxes, rates, and charges;
- (b) all costs, charges and expenses of owning, maintaining, operating, repairing, replacing, administering, supervising, managing and insuring (including liability and loss of rental insurance and all deductibles payable by the Landlord) the Leased Premises including, without limitation, maintenance, cleaning, operation, and replacement of the wiring, piping, lighting and plumbing fixtures, sprinkler, and heating, ventilating and air conditioning equipment, and the cost of maintenance, repairs or replacements made by the Landlord to the Leased Premises, if any, excluding (i) repairs and replacements to the extent the cost is recovered by the Landlord pursuant to any construction warranties; (ii) replacements of major capital assets, except in accordance with subsection 5(e) below; and (iii) structural repairs;

For the purposes of this Lease:

- (i) "**major capital assets**" shall include the roof membrane, sprinkler, heating, ventilating and air conditioning equipment, evaporators, refrigeration units, fans, variable frequency drives, electrical panel and glycol pumps, and such other capital assets that are determined in accordance with generally acceptable accounting principles or practices as applied by the Landlord;
- (ii) "**structural assets**" shall only include the structural elements of the roof (excluding the roof membrane), perimeter load bearing walls, terminal wall, terminal panels and below roof deck ceiling panels, steel (other than racking), foundations and the structural subfloors of the Building;
- (iii) "**structural repairs**" shall only include repairs and replacements to the structural assets, except those repairs and replacements caused by the Tenant's negligence or wilful misconduct;
- (c) the cost of gas, oil, power, electricity, water, sewer, communications and any other utilities and services which are not separately metered, together with the direct cost of administering such utility services;
- (d) the cost of cleaning, snow removal, litter removal, landscaping, servicing, maintaining, operating, repairing, replacing, supervising and policing the Leased Premises and any common areas of the Property (including the parking areas) and the costs of all supplies, labour, wages and fees relating thereto;
- (e) costs of the following items:
  - (i) replacements of major capital assets that, in the opinion of a professional qualified to opine on any such major capital asset, are reasonably required;
  - (ii) providing, installing, modifying, and upgrading energy conservation equipment and systems, life safety and emergency response systems, materials and procedures and telecommunication systems and equipment that have been approved by the Tenant, acting reasonably;

- (iii) making alterations, replacements or additions to the Building intended to reduce the costs relating to operating the Building, improving the operation of the Building and the systems, facilities and equipment serving the Building, or maintaining their operation that have been approved by the Tenant, acting reasonably;

provided that such costs shall be amortized and not be charged fully in the fiscal year in which they are incurred, where so determined in accordance with generally acceptable accounting principles or practices as applied by the Landlord. Notwithstanding the foregoing sentence, to the extent any costs that would otherwise be amortized pursuant to this paragraph arose or were accelerated by (i) the negligence or willful misconduct of the Tenant or its employees, agents, contractors, assigns, subtenants or invitees (individually and collectively with Tenant a "**Tenant Party**" or "**Tenant Parties**"), or (ii) the Tenant's failure to comply with its obligations set out in this Lease, then such capital expenditures need not be amortized and shall be immediately payable by Tenant upon demand in accordance with the provisions contained herein. For certainty, the amortization of the cost of any item amortized pursuant to this subsection 5(e) shall be amortized over the useful term of the item with interest to be calculated annually and paid monthly on the unamortized costs at a rate equal to the Yield as defined in Schedule "G" to this Lease, which will be included in Operating Costs;

- (f) any value-added tax, business transfer tax, goods and services tax or similar multi-stage sales tax from time-to-time imposed by any governmental authority in Canada; and
- (g) a management fee equal to 1% of the Basic Rent payable by the Tenant.

5.2 Operating Costs shall not include the following:

- (a) the Landlord's debt service costs;
- (b) the Landlord's original cost of acquisition and construction of the Building and Leased Premises;
- (c) costs associated with the operations of the Landlord's head office;
- (d) costs of any structural repairs;
- (e) any expenditures by the Landlord that under generally accepted accounting principles are properly considered capital expenditures except in accordance with Section 5.1(e);
- (f) costs incurred as a result of the Landlord's failure to comply with any applicable laws and legal requirements as of the Commencement Date.

5.3 The Tenant shall, during the Term, promptly pay all of the Operating Costs which are provided to and billed, charged, levied or rated directly to the Tenant in respect of the Leased Premises, together with the cost of servicing, maintaining and replacing all equipment and machinery providing such services.

5.4 The Landlord will estimate the monthly Additional Rent payable by the Tenant for the next lease year, and the Tenant shall pay the monthly estimate of the Additional Rent on the first day of each month during the lease year concurrent with the payment of Basic Rent. The Landlord will provide the Tenant a statement of the actual Operating Costs for the previous lease year (the "**Statement**") within 120 days following the end of each lease year (for clarity, the Landlord has the right to adopt a fiscal lease year other than on a calendar basis). Within Thirty (30) days following delivery of the Statement, the Landlord or Tenant (as the case may be) will make the appropriate adjusting payment as required in the Statement. The Tenant may inspect the records kept by the Landlord relating to the Statement at the Landlord's business office at any reasonable time upon Ten (10) Business Days' prior written notice but only so long as such notice by the Tenant is provided to the Landlord no later than Ninety (90) days following delivery of the Statement to the Tenant. In no event shall such inspection or planned inspection permit the Tenant to delay payment of Rent or Additional Rent or any other amounts owing by the Tenant to the Landlord pursuant to the terms of this Lease.

5.5 The Tenant acknowledges and agrees that it is intended that this Lease shall be a totally carefree, absolutely net Lease for the Landlord except as specifically otherwise set out in this Lease. The Landlord shall not be responsible during the Term or any renewal for any costs of any nature whatsoever respecting the Leased Premises and the Tenant shall pay without any variation, deduction or set-off whatsoever, all costs relating to the Leased Premises, the Operating Costs as set-out above (which are not paid directly by the Tenant), and any other amounts owing by the Tenant to the Landlord pursuant to the terms of this Lease (collectively, the "**Additional Rent**") and the Tenant covenants with the Landlord to make such payments as Rent. The term "**Rent**" as used in this Lease shall include all Basic Rent and Additional Rent.

5.6 The Tenant shall pay to the Landlord an amount equal to any and all goods and services taxes, sales taxes, value added taxes, or any other taxes imposed on the Landlord with respect to Rent payable by the Tenant to the Landlord under this Lease. Despite any other section in this Lease, the amount payable by the Tenant under this paragraph shall be deemed not to be Rent but the Landlord shall have all of the same remedies for and rights of recovery of such amounts as it has for recovery of Rent under this Lease. Notwithstanding the above, the Tenant shall not be responsible for any taxes on the income, profits or other taxes that are personal to the Landlord.

## 6. **SECURITY DEPOSIT**

Within Thirty (30) days following mutual execution of this Lease, the Tenant shall provide the Landlord with a security deposit equal to two monthly installments of Basic Rent based on the Initial Per Annum Basic Rent (the "**Security Deposit**"). Half of the Security Deposit is to be applied to the first months' Basic Rent due under this Lease and the balance held without interest by the Landlord as security for the performance by the Tenant of its obligations under this Lease. The aforesaid sum includes goods and services tax.

The Landlord agrees that the Security Deposit may be paid by way of a letter of credit in the amount of the Security Deposit as estimated at the date of mutual execution of this Lease (the "**Letter of Credit**"), provided that the Letter of Credit satisfies the below terms and conditions and is replaced with a cash deposit in the amount equal to the Security Deposit prior to the Commencement Date:

- (a) The Letter of Credit shall be an unconditional standby letter of credit issued by a Schedule 1 Canadian bank, irrevocable, transferable by the Landlord, allow for partial and multiple draw(s) by facsimile or overnight delivery in lieu of personal presentation and be, in form and substance, satisfactory to the Landlord, in its sole discretion;
- (b) The Letter of Credit shall have a minimum initial term of one (1) year, provide for automatic renewal not less than thirty (30) days prior to the expiration thereof and provide for written notice from the issuer to the Landlord no less than thirty (30) days prior to termination (and upon receipt of any such notice, the Landlord will have the right to draw upon the Letter of Credit for the full amount, which amount shall be held as the Security Deposit in accordance with this Lease);
- (c) In the event of a Default pursuant to subsections 10(c) or (d) of this Lease, the Landlord shall be at liberty to immediately and without notice to the Tenant present the Letter of Credit to the issuer and draw the entire amount of the Letter of Credit and retain the Security Deposit for its own use absolutely.

The Landlord, in its discretion, may draw upon the Letter of Credit and apply any portion or all of the Security Deposit prior to or during the Term, or any renewal thereof, on account of any sums outstanding or owing by the Tenant under the Lease, including, without limitation, Basic Rent or Additional Rent or such sums resulting from the Tenant's breach or breaches of this Lease. The Tenant, on demand, will provide the Landlord with an additional or replacement Letter of Credit or pay such further money to the Landlord so that the Landlord is always holding, as a security deposit, an amount equal to 50% of the Security Deposit. The balance of the Security Deposit shall be returned to the Tenant within Thirty (30) days following the expiry of this Lease, provided that the Tenant: (i) vacates the Leased Premises in good and substantial repair and condition, reasonable wear and tear excepted, by no later than the Expiry Date of this Lease; (ii) leaves the Leased Premises in accordance with the Tenant's obligations under the terms of this Lease; and (iii) has paid all amounts due to the Landlord under this Lease.

## 7. **PERMITTED USE**

The Leased Premises shall be used and occupied only for the purpose of a full-service variable temperature controlled cold storage operation including cold storage, distribution, processing and packaging and ancillary dry storage and warehousing and for no other purpose whatsoever (the "**Permitted Use**"). The Tenant shall actively and continuously operate its business from and utilize the whole of the Leased Premises throughout the whole of the Term for such purpose in a reputable and diligent manner during the normal business hours and in accordance with rules and regulations designated or established by the Landlord from time-to-time. Without limiting the generality of the foregoing, the Tenant shall not (and shall not permit any Tenant Party) to overload the floors of the Leased Premises.

## 8. **OVERHOLDING**

If the Tenant shall continue to occupy the Leased Premises after expiration of the Term, or any renewal thereof, without any further written agreement, the Tenant shall be a monthly tenant only at a monthly Rent equal to One Hundred Twenty-Five percent (125%) of the Rent payable in the last month of the Term and on all of the same terms and conditions as are herein contained excepting as to the Expiry Date.

**9. INTEREST AND LATE PAYMENT FEES**

The Tenant shall pay to the Landlord interest on all monies and arrears at the rate of Six (6%) per cent per annum in excess of the prime rate of interest from time to time charged by the Canadian Imperial Bank of Commerce, Main Branch, Edmonton, Alberta, calculated and compounded monthly not in advance. For any Rent that is in arrears Five (5) Business Days or more, a fee of \$1,000.00 may be charged to the Tenant as Additional Rent for each month or months that the Rent is in arrears.

**10. DEFAULT AND REMEDIES**

In the event that:

- (a) the Tenant fails to pay any Rent or any other amount owing under this Lease (including, without limitation, the Rent payable during the Early Occupancy Period), whether or not demanded by the Landlord within Five (5) days of written notice from the Landlord in respect thereof (provided that if the Landlord has given notice hereunder in Two (2) consecutive months or on Four (4) separate occasions in any Twenty-Four (24) consecutive months, the Landlord shall thereafter have no further obligation to give notice hereunder and an event of Default shall be deemed to occur on the date the Tenant thereafter fails to pay Rent or any other payment or reimbursement when due date as provided for in the Lease within such Twenty-Four (24) month period); or
- (b) the Tenant defaults or fails to observe or perform any of its non-financial obligations under this Lease and the Tenant fails to rectify such Default within Fifteen (15) Business Days of receipt of written notice from the Landlord with respect thereto (unless such failure is not reasonably capable of being rectified within such Fifteen (15) Business Day period, in which case the Tenant shall be in Default if it fails to commence rectifying the Default within such Fifteen (15) Business Day period or fails to thereafter diligently pursue rectification to completion); or
- (c) the Tenant makes a general assignment for the benefit of creditors, becomes bankrupt or insolvent, or takes the benefit of or becomes subject to any statute that may be in force relating to bankrupt or insolvent debtors; or
- (d) any creditor seizes or takes control of the Tenant's property; or
- (e) the Tenant abandons or threatens to abandon the Leased Premises;

with subsections (a) through (e) above constituting an event of default (a "Default"), the Landlord, immediately and without prior notice being required, and without in any way restricting any of its other rights or remedies:

- (i) in the event of a Default pursuant to subsections (a), (b) or (e), may claim the Tenant's Security Deposit to be applied to remedy any potential damages associated with the Default and may invoice the Tenant to top-up the Security Deposit to the appropriate sum according to the Lease;
- (ii) in the event of a Default pursuant to subsections (c) or (d), may retain the Security Deposit and advance rent (if any) for its own use absolutely;
- (iii) will be entitled to post notice to the door of the Leased Premises, change the locks, re-enter the Leased Premises and/or terminate this Lease and re-enter into possession of the Leased Premises;
- (iv) will be entitled to do whatever the Tenant is obligated to do under this Lease and enter the Leased Premises, without being liable for prosecution or any claim for damages therefor, to accomplish such purpose. The Tenant shall reimburse the Landlord immediately upon demand for any expenses which the Landlord incurs in thus effecting compliance with this Lease on the Tenant's behalf, together with an administration fee of Fifteen percent (15%); and
- (v) may claim greater damages for breach of this Lease, in each of such cases without limiting any other rights or remedies available to the Landlord.

In addition to payment of the then current Rent, and without prejudice to the Landlord's right to claim greater damages, the Rent for the next ensuing Three (3) months shall immediately become due and payable and be deemed to be in arrears upon such Default, general assignment, bankruptcy, insolvency or other event of Default.

All costs incurred by the Landlord in consequence of any Default by the Tenant including, without limitation, legal fees and disbursements on a solicitor and client full indemnity basis, shall be paid by the Tenant.

The Tenant waives all and every benefit that could or might have accrued to the Tenant under or by virtue of any law or statute providing for an exemption from distress. The Landlord may, at the Landlord's option, sell such goods and chattels as are seized by levy of distress, by way of private sale to the Landlord or any other party, provided that such right shall not extend to property that is owned by third parties that is in the care, custody or control of Tenant or in the Leased Premises ("**Third Party Property**").

Distress may be levied against the goods and chattels of the Tenant (which for certainty excludes Third Party Property) wheresoever situate, and upon any other premises to which the same may have been removed, or wherever the same may be found. Notwithstanding the foregoing sentence, nothing in this Lease shall prohibit the Tenant from signing security agreements in favour of its lender, from time to time, financing the Tenant's equipment or inventory in connection with a financing of the Tenant's business operations. The Landlord agrees that any lien it may have on the Tenant's trade fixtures, inventory, furnishings and equipment (which specifically excludes, *inter alia*, the racking, the Security Deposit, or any Landlord's Work) located in the Leased Premises shall be subordinated to institutional financing entered into by the Tenant, from time to time. The Landlord will execute reasonable documentation to confirm such subordination, provided that any such subordination confirms that the lender shall disclaim any interest in the racking, the Security Deposit and the Landlord's Work.

All rights and remedies of the Landlord in connection with the Lease are cumulative and, where applicable, shall survive the early termination of this Lease or the expiration of the Term of this Lease.

All monies payable under this Lease shall be deemed to be Rent and collectible as such.

#### 11. **LANDLORD'S INSURANCE**

The Landlord covenants and agrees to place and maintain, with respect to the Leased Premises:

- (a) Replacement Cost Insurance on the Building and Leasehold Improvements comprising the Leased Premises, subject to such deductions and exceptions as the Landlord may determine;
- (b) Rent Interruption Insurance in amounts such as would be carried by a prudent owner of similar property;
- (c) Commercial General Liability Insurance written on a comprehensive basis in an amount as would be carried by a prudent owner of similar property; and
- (d) Any and all other insurance required by the Landlord that a prudent owner of similar property would carry, including Boiler and Machinery Insurance (if applicable).

Notwithstanding the foregoing, the Landlord shall not be required to acquire or maintain any insurance with respect to any loss, injury, or damage against which the Tenant is required to insure pursuant to this Lease.

Notwithstanding any contribution by the Tenant to the Landlord's insurance placed pursuant to this Lease, no insurable interest is conferred upon the Tenant under any policies carried by the Landlord.

For clarity, the Landlord shall not be obligated to insure: (i) any alterations or improvements constructed and/or installed by the Tenant, (ii) trade fixtures, machinery, equipment, furniture, goods, supplies, inventory and other property of the Tenant, or (iii) Third Party Property.

#### 12. **TENANT INSURANCE**

During the Term of this Lease, the Tenant shall acquire and maintain Commercial General Liability Insurance for not less than \$5,000,000.00; All Risk Property Insurance, on a replacement cost basis on all of the Tenant's trade fixtures and FFE (as defined in Section 14(d)); Business Interruption Insurance; Tenant's Legal Liability Insurance (Broad Form); Boiler and Machinery Insurance (if applicable); Environmental Damage Insurance.

The Tenant's policies of insurance set-out above shall contain the following:

- (a) provisions that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in the avoidance of claim under such policies, and further that such policies shall not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of any insured(s);
- (b) provisions that such policies and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by the Landlord, that any coverage carried

by the Landlord may only be called upon on a difference in conditions or excess coverage basis, and that any such Landlord coverage shall inure to the sole benefit of the Landlord;

- (c) provisions that all of the Tenant's insurance as specified above shall provide for waiver of all insurer's rights of subrogation as against the Landlord and the Landlord's mortgagee and shall name the Landlord and the Landlord's mortgagee as an additional insured;
- (d) provisions that all policies of insurance carried by the Tenant shall not be cancelled or materially changed without the insurer or the Tenant providing the Landlord Thirty (30) days written notice stating when such cancellation shall become effective.

The Tenant shall further during the whole of the Term, and any renewal thereof, maintain such other insurance in such amounts and in such sums as a Tenant acting reasonably shall purchase, or as the Landlord or the Landlord's mortgagees may reasonably determine from time-to-time. Evidence satisfactory to the Landlord of all such policies of insurance required to be obtained by the Tenant pursuant to this section shall be provided to the Landlord prior to the commencement of the Term, and the Tenant shall provide written evidence of the continuation of such policies not less than Ten (10) Business Days prior to their respective expiration dates, and, in the absence of said satisfactory evidence of such coverage being provided, the Landlord may, but will not be obligated to, provide for the purchase of such insurance, the cost of which will be borne exclusively by the Tenant.

For certainty, in the event of any damage to the Building, or any part thereof, caused by the negligence or wilful act of the Tenant or anyone for whom the Tenant is at law responsible, the Tenant's legal liability insurance will be required to cover all costs relating to such damage. In the event that any such damage exceeds the value of the Tenant's legal liability insurance coverage and the Landlord's insurance is required to cover the balance, the Tenant will be responsible for paying the Landlord's insurance deductible(s) relating to such damage and any increase in the Landlord's insurance premiums relating to such damage.

### **13. INDEMNIFICATION AND RELEASE**

- (a) The Tenant hereby indemnifies and holds the Landlord harmless from and against any and all claims, demands, liabilities, and expenses, including legal fees on a solicitor and client full indemnity basis, arising from the Tenant's use of the Leased Premises or from any act permitted, or any omission to act, in or about the Leased Premises by the Tenant or the Tenant's agents, employees, contractors, invitees or those for whom it is responsible in law, or from any breach or Default by the Tenant of this Lease, except to the extent caused by the Landlord's negligence or wilful misconduct. In the event that any action or proceeding shall be brought against the Landlord by reason of any such claim, the Tenant shall defend the same at the Tenant's sole expense by counsel reasonably satisfactory to the Landlord.
- (b) The Landlord hereby indemnifies and holds the Tenant harmless from and against any and all claims, demands, liabilities, and expenses, including legal fees on a solicitor and client full indemnity basis, arising from the Landlord's use of the Building or from any act permitted, or any omission to act, in or about the Building by the Landlord or the Landlord's agents, employees, contractors, invitees or those for whom it is responsible in law, or from any breach by the Landlord of this Lease, except to the extent caused by the Tenant's negligence or wilful misconduct. In the event that any action or proceeding shall be brought against the Tenant by reason of any such claim, the Landlord shall defend the same at the Landlord's sole expense by counsel reasonably satisfactory to the Tenant.
- (c) The Landlord and the Tenant each agree to release the other for any indirect or consequential damages it may suffer, including, but not limited to, loss of profit.

### **14. MAINTENANCE, REPAIR, ALTERATIONS, AND RESTORATION**

- (a) The Tenant will keep the Leased Premises (which will include, but are not limited to, all fixtures, equipment, furnishings, improvements, windows and exterior entrances) in good and substantial repair, order and in a first-class condition, and will at all times complete all necessary replacements, repairs, and maintenance in relation to all items that are included as Tenant Obligations in Schedule "C-1". The Tenant will immediately notify the Landlord of (i) any damage to, or defect in, the, fixtures, building systems/utilities serving the Leased Premises, or (ii) any damage to the Leased Premises (including, but not limited to, the structural elements and roof of the Building), or (iii) any outstanding item listed as a Landlord Obligation on Schedule "C-1". The Tenant will be responsible for all costs and expenses to repair damage caused or repairs necessitated to any part of the Property by the Tenant or a Tenant Party, reasonable wear and tear excepted.
- (b) The Landlord will perform the maintenance and repair obligations that are listed as Landlord Obligations on Schedule "C-1". The Tenant will permit the Landlord and its agents or employees at any time, and on reasonable notice, to enter the Leased Premises for purposes

of repair, renovation or maintenance, which are the responsibility of the Landlord or can be completed by the Landlord, at its option, pursuant to the terms of this Lease.

- (c) If the Landlord determines, acting reasonably, that the Tenant is not adequately maintaining the Leased Premises in accordance with the provision set-out above or anywhere else in this Lease, then the Landlord may give the Tenant written notice of its intention to attend to such maintenance or repairs as necessary, and upon completion of such maintenance or repairs, the Tenant shall pay the Landlord's cost incurred plus Fifteen percent (15%) of the Landlord's costs for overhead and supervision, all as Additional Rent.
- (d) All Landlord's Work and leasehold improvements when installed, whether installed before or after the Tenant takes possession of the Leased Premises, in or on the Leased Premises become the property of the Landlord, without compensation to the Tenant. Notwithstanding the foregoing, and notwithstanding that the Landlord insures the leasehold improvements referenced in Section 11, with the exception of any items specifically listed as Landlord Obligations in Schedule "C-1", the Tenant shall be exclusively responsible for the repair, replacement, operation, and maintenance of the leasehold improvements.
- (e) Unless the Landlord specifically requires the Tenant to remove, the Tenant shall not remove any leasehold improvements from the Leased Premises. At the end of the Term, or any renewal thereof, the Tenant will, at its expense, remove the leasehold improvements that the Landlord has specifically required the Tenant to remove. The Tenant shall make good any damage caused to the Leased Premises by such installation or removal of the leasehold improvements, and the Tenant shall restore the Leased Premises to a condition of good and substantial repair. At the end of the Term, or any renewal thereof, the Tenant will, at its expense, remove all furniture, furnishings, non-attached equipment (the "FFE"), and trade fixtures and make good any damage caused to the Leased Premises by such installation or removal, and restore the Leased Premises to a condition of good and substantial repair, reasonable wear and tear accepted. If the Tenant does not remove any leasehold improvements, as required by the Landlord, or remove its FFE, the Landlord may, without liability on its part, without notice to the Tenant, enter the Leased Premises and remove such items at the Tenant's expense, plus an administration charge of Fifteen percent (15%) of such amount, to be paid as Additional Rent. For certainty, the Tenant shall not remove, or be responsible for the removal of, the racking, refrigeration at the end of the Term, or any renewal thereof.
- (f) At its sole cost, the Tenant shall undertake and complete all necessary repairs or replacements required to the Leased Premises as a result of damage occasioned to the Leased Premises by virtue of any break-in or attempted break-in to the Leased Premises.
- (g) The Tenant will not make any renovations, alterations, replacements or improvements to any part of the Leased Premises without first obtaining the Landlord's prior written approval.

## 15. **SIGNAGE**

The Tenant shall not erect, affix, install or maintain any signs, lettering, identification or any promotional or other written materials on the exterior of the Leased Premises, or within the Leased Premises if visible from the exterior of the Leased Premises (the "**Signage**"), without the prior written approval of the Landlord, such approval not to be unreasonably withheld, and such Signage must comply with building standards and with all municipal requirements. The Tenant shall be solely responsible for maintaining and repairing the Signage and for making good any such damage caused by the removal of the Signage at the expiry or earlier termination of this Lease.

## 16. **REGISTRATION AND ESTOPPEL CERTIFICATE**

- (a) The Tenant shall have the right to register a caveat respecting this Lease but not disclosing the Rent or other monetary provisions in the appropriate Land Titles Office but shall not be entitled to file or register this Lease. Prior to registration of the Caveat, the Tenant shall provide the Landlord with a copy of the caveat being submitted for registration and following registration, the Tenant shall forthwith upon the request of the Landlord execute and deliver to the Landlord such partial discharges, postponements and consents to plans as may be requested by the Landlord from time-to-time.
- (b) If requested by the Landlord, the Tenant will sign, within Five (5) Business Days of a request to do so by the Landlord an estoppel certificate (the "**Tenant's Estoppel Certificate**") in the form, or similar form, as set forth in Schedule "B" as may be amended to reflect the then current status of this Lease.
- (c) The Tenant shall not under any circumstances permit any lien, writ, caveat, encumbrance or other charge (except for a lease caveat as set-out in Section 16(a) above) to be filed against the title to the Leased Premises or the Lands and in the event of the filing of such lien, writ, caveat, encumbrance or other charge, the Tenant shall forthwith, at the Tenant's sole cost



and expense, cause the same to be discharged from the title at the land titles office immediately upon demand to do so by the Landlord.

**17. ALTERATIONS TO LEASED PREMISES**

Save for the Landlord's Work (defined and described in Schedule "D" herein), the Tenant acknowledges that the Leased Premises are accepted "as-is, where-is" and all improvements are the responsibility of the Tenant.

**18. SUBORDINATION**

This Lease (and any caveat which Tenant may file pursuant to Section 16(a) hereof relating thereto) shall be subordinate to every mortgage that now or at any time affects the Leased Premises. Prior to the Commencement Date (and thereafter, following a request from the Tenant), the Landlord will use reasonable commercial efforts to provide from the Landlord's mortgagee(s) registered in priority to any Tenant caveat non-disturbance agreement(s) (in the standard form required by the mortgagee(s)) in favour of the Tenant confirming that the Tenant's rights pursuant to this Lease will be honoured, providing the Tenant is not in Default under the terms of this Lease. The Tenant shall be responsible for any legal fees and disbursements incurred by Landlord, respecting such non-disturbance agreement(s).

**19. ASSIGNMENT**

Neither this Lease, nor the Leased Premises, nor control or shares of the Tenant (if a corporation) shall be assigned, transferred, sublet or changed, nor shall anyone other than the Tenant be permitted to occupy the Leased Premises, in whole or in part, by any means whatsoever including, without limitation, operation of law (each of which act is hereinafter referred to as a "**Transfer**"), without the Landlord's prior written consent/approval, such consent/approval not to be unreasonably withheld.

Notwithstanding the foregoing, the Tenant will not require the Landlord's consent to a Transfer in the following circumstances:

- (a) an assignment of this Lease or a subletting of the whole of the Leased Premises to a parent, subsidiary, or affiliate of the Tenant; or
- (b) an assignment, sublet or transfer in connection with a merger, reorganization, or sale of a majority of the assets or share stock of Tenant or Tenant's parent company

(hereinafter, collectively a "**Pre-Approved Transfer**").

Prior to affecting any Pre-Approved Transfer, the Tenant shall provide the Landlord with at least Fourteen (14) Business Days prior written notice of the proposed Pre-Approved Transfer as well as the name of the transferee.

In the event of an approved Transfer or Pre-Approved Transfer by which the Tenant receives a rent in the form of cash, goods or services from the transferee, which is greater than the Rent payable hereunder to the Landlord, the Tenant will pay any such excess to the Landlord in addition to all Rent payable under this Lease, and such excess Rent shall be deemed to be further Rent payable hereunder.

In the event of an approved Transfer or Pre-Approved Transfer, the Tenant shall not be relieved of any obligation under this Lease. Any attempted Transfer by the Tenant in violation of the terms and covenants of this section shall be void. The Tenant and the transferee shall execute all documents and acknowledgments in such form and content as may be required by the Landlord in relation to any approved Transfer or Pre-Approved Transfer. The Tenant shall be responsible for all of the expenses incurred by the Landlord in connection with the Landlord's review of any request for consent to a Transfer.

**20. UNAVOIDABLE DELAY**

In the event the Landlord or Tenant is bona fide delayed in performance of its obligations hereunder (other than the payment of any sum of money when due) by reason of causes beyond its control (the "**Unavoidable Delay**"), the time for performance shall be extended accordingly. If the Landlord has any obligation to complete Tenant improvements, it shall not be responsible for any delay in construction due to Unavoidable Delay. Unavoidable Delay will not entitle either the Landlord or Tenant to any compensation for any inconvenience, nuisance or discomfort thereby occasioned or permit either of them to cancel or terminate this Lease (unless a separate right of termination is otherwise expressly set forth elsewhere in this Lease), nor shall the Tenant be entitled to any abatement of Rent (unless a separate right of abatement is otherwise expressly set forth elsewhere in this Lease).

## 21. ENVIRONMENTAL WARRANTY

For the purposes of this Section, the following terms shall have the following meanings:

- (a) **“Environmental Laws”** means all applicable federal, provincial, municipal and local laws, statutes, ordinances, by-laws and regulations and all orders, directives and decisions rendered by, and policies, guidelines and similar guidance of, any ministry, department or administrative or regulatory agency, authority, tribunal or court (in each case having the force of law), including any obligations or requirements arising under common law, relating to the protection of the environment, human health and safety or the manufacture, processing, distribution, use, treatment, storage, presence, disposal, packaging, labeling, recycling, transport, handling, containment, clean-up or other remediation or corrective action of or in respect of any hazardous substances.
- (b) **“Pollutants”** means any explosives, radioactive materials, asbestos materials, urea formaldehyde insulation, chlorobiphenyls (PCB's), hydrocarbon contaminants, underground or above ground tanks, pollutants, contaminants, dangerous goods, hazardous, corrosive or toxic substances, special waste or waste of any kind, or any other substance the sale, storage, manufacture, disposal, handling, treatment, generation, use, transport, remediation or release into or presence in the environment is now or hereafter prohibited, controlled or regulated under any Environmental Laws.

The Tenant is liable to the Landlord for the release of any Pollutants which were caused by the Tenant or anyone for whom the Tenant is at law responsible either prior to, on, or following the commencement of the Term which occurs on the Leased Premises and or the Property, and which might impair the quality of air, land or water, affect human health, or damage any plant, animal life, land, building or structure or which is otherwise in contravention of any Environmental Law. The Tenant covenants and agrees to ensure that all uses and activities on the Leased Premises are in compliance with all current and all future federal, provincial, and municipal laws and regulations (including, without limitation, all Environmental Laws), and/or any permits or authorizations granted thereunder. Without limiting the generality of the foregoing, the Tenant shall ensure compliance with all Environmental Laws. Any breaches of any Environmental Laws, past, present, or future, and any breaches of the Tenant's covenants herein, shall be resolved expeditiously by the Tenant to the Landlord's satisfaction. If the Tenant fails to resolve such breaches to the Landlord's satisfaction, the Landlord may rectify such breaches in its sole option. All expenses incurred by the Landlord, including legal expenses on a solicitor and client full indemnity basis and the costs of environmental tests, audits, reviews, remediation, and an administration fee in the amount of Fifteen percent (15%) of the aggregate of all such costs, shall be paid by the Tenant forthwith on demand and shall be collectible by the Landlord from the Tenant as Additional Rent. Except in the event of an emergency, either real or perceived, it is understood and agreed that upon the provision of reasonable, prior written notice to the Tenant, the Landlord and/or its agent(s), including consultants, have the ongoing right to enter upon the Leased Premises, from time-to-time, so that it may carry out such environmental tests, audits and reviews as the Landlord considers necessary.

The Tenant shall promptly notify the Landlord in writing of any release of any Pollutants or any other occurrence or condition at the Leased Premises which could contaminate the Leased Premises, adjacent properties, waterways or roads or subject the Landlord or the Tenant to any fines, penalties, orders, investigations, or proceedings under any Environmental Laws.

On the expiry or earlier termination of this Lease or at any time if required by any governmental authority pursuant to any Environmental Laws, the Tenant shall remove from the Leased Premises all Pollutants released by the Tenant or any person for whom the Tenant is responsible for at law before or after the commencement of the Term, and the Tenant shall remediate any contamination of the Leased Premises or any adjacent properties, waterways or roads resulting from Pollutants, in either case, brought onto, used or released from the Leased Premises by the Tenant or any person for whom it is in law responsible before the commencement of the Term or during the Term of this Lease. The Tenant shall use a qualified environmental consultant to perform the remediation. The Tenant shall, at its own cost, obtain such approvals and certificates in respect of the remediation as are required under all Environmental Laws to evidence completion of the remediation satisfactory to the applicable governmental authority having jurisdiction. All such Pollutants shall remain the property of the Tenant, notwithstanding any rule of law or other provision of this Lease to the contrary and notwithstanding the degree of their affixation to the Leased Premises.

The Tenant shall indemnify the Landlord and its directors, officers, shareholders, employees, agents, successors and assigns, from any and all liabilities, actions, damages, claims, remediation, cost recovery claims, losses, costs, orders, fines, penalties and expenses whatsoever (including all consulting and legal costs on a solicitor and client full indemnity basis and the cost of remediation of the Leased Premises and any adjacent properties, waterways and roads) arising from or in connection with any breach or non-compliance by the Tenant with the provisions in this Section 21.

The obligation of the Tenant to undertake clean-ups, to make repairs, obtain approvals and certificates, indemnify the Landlord or otherwise comply with the obligations under this Section 21 shall survive the expiry or earlier termination of this Lease.

## 22. NOTICE

All notices which may be given under the provisions of this Agreement will be in writing (a "**Notice**"), given pursuant to the Lease must be delivered by hand or email to the Landlord at the address set-out on page 1 of the Lease, and to the Tenant at the Leased Premises or the address set-out on page 1 of the Lease, or to such other address or email as the parties may direct in writing. Notice will be deemed to have been received immediately when hand delivered or transmitted via email, or if mailed, upon the Fifth (5<sup>th</sup>) Business Day following the date the Notice is mailed. For the purposes of this Lease, a "**Business Day**" shall mean any day other than a Saturday, Sunday or provincial statutory holiday in the Province of Alberta.

## 23. DESTRUCTION

(a) If all or any material part of the Leased Premises is rendered untenable or completely inaccessible by damage from fire or other casualty to the Building, then:

i. if in the reasonable opinion of the Landlord, after completion of an investigation by the Landlord's insurance adjuster or fire inspectors, as the case may be, the damage affects the useability of less than 50% of the Floor Area of the Leased Premises,

1. if such damage occurs at any time prior to the last two years of the Term (or an Extension Term, as the case may be), (a) the Landlord shall forthwith repair such damage and restore the Base Building Improvements and Leasehold Improvements to a condition similar to the condition of the Leased Premises were in immediately prior to the date of destruction (provided, however, that the Landlord shall only be required to restore items that were part of Landlord's Work and the Landlord shall not be required to restore or replace any improvements, alterations or betterments within the Leased Premises installed by the Tenant, or any furniture, equipment, trade fixtures or personal property of Tenant or any Third Party Property) and (b) the Tenant shall be responsible to repair and restore all the any improvements, alterations or betterments within the Leased Premises installed by the Tenant to the condition they existed at the time of such destruction and to repair and restore all of the Tenant's trade fixtures, FFE, decorations or any other work done by the Tenant in the Leased Premises;

2. if such damage occurs at during the last two years of the Term (or an Extension Term, as the case may be), and cannot be substantially repaired within 180 days from the later of the date of completion of such investigation and release of possession of the entire Leased Premises by any fire inspectors or insurance adjustors (employing normal construction methods without overtime or other premium), then:

a. the Landlord may elect to terminate this Lease as of the date of such casualty by Notice delivered to the Tenant not more than Twenty (20) Business Days after such casualty; and

b. the Tenant may elect to terminate this Lease as of the date of such casualty by Notice delivered to Landlord not more than Twenty (20) Business Days after such casualty,

failing which the Landlord and Tenant shall forthwith repair such damage in accordance with Section 23(a)(i)(1);

ii. if in the reasonable opinion of the Landlord, after completion of an investigation by the Landlord's insurance adjuster or fire inspectors, as the case may be, the damage affects the useability of 50% or more of the Floor Area of the Leased Premises,

1. if such damage can be substantially repaired within 365 days from the later of the date of completion of such investigation and release of possession of the entire Leased Premises by any fire inspectors or insurance adjustors (employing normal construction methods without overtime or other premium), (a) the Landlord shall forthwith repair such damage and restore the Base Building Improvements and Leasehold Improvements to a condition similar to the condition of the Leased Premises were in

immediately prior to the date of destruction (provided, however, that the Landlord shall only be required to restore items that were part of Landlord's Work and the Landlord shall not be required to restore or replace any improvements, alterations or betterments within the Leased Premises installed by the Tenant, or any furniture, equipment, trade fixtures or personal property of Tenant or any Third Party Property) and (b) the Tenant shall be responsible to repair and restore all the any improvements, alterations or betterments within the Leased Premises installed by the Tenant to the condition they existed at the time of such destruction and to repair and restore all of the Tenant's trade fixtures, FFE, decorations or any other work done by the Tenant in the Leased Premises

2. if such damage cannot be substantially repaired within 365 days from the later of the date of completion of such investigation and release of possession of the entire Leased Premises by any fire inspectors or insurance adjustors (employing normal construction methods without overtime or other premium), then:
  - a. the Landlord may elect to terminate this Lease as of the date of such casualty by Notice delivered to the Tenant not more than Twenty (20) Business Days after such casualty; and
  - b. the Tenant may elect to terminate this Lease as of the date of such casualty by Notice delivered to Landlord not more than Twenty (20) Business Days after such casualty,

failing all or either of which, the Landlord and Tenant shall forthwith repair such damage in accordance with Section 23(a)(ii)(1).

- (b) If the Landlord is required to repair damage to the Leased Premises under Section 23 the Basic Rent payable by the Tenant shall be proportionately reduced to the extent that the Leased Premises are rendered untenable or inaccessible, from the date of the casualty until Thirty (30) days after completion by the Landlord of the repairs to the Leased Premises or until the Tenant again uses the Leased Premises (or the part thereof rendered untenable), whichever first occurs. The Tenant shall effect its own repairs as soon as possible after completion of the Landlord's repairs. Notwithstanding the foregoing, there shall be no abatement or reduction of Basic Rent where the Landlord's repairs to the Leased Premises take less than Ten (10) days to complete after the damage occurs.
- (c) Notwithstanding anything else contained in this Lease, if (i) the proceeds of insurance are substantially insufficient to pay for the costs of repair or rebuilding or are not payable to or received by the Landlord; (ii) damage or destruction is caused by an occurrence against which the Landlord is not insured or beyond the extent to which the Landlord is required to insure under this Lease; or (iii) any Mortgagee(s) or other Person entitled to the insurance proceeds shall not consent to the repair and rebuilding, then the Landlord may terminate this Lease by giving to the Tenant Notice of such termination within Sixty (60) days of the damage or destruction, in which event the Term shall cease and be at an end as of the date of such damage or destruction and the Rent and all other payments for which the Tenant is liable under the terms of this Lease shall be apportioned and paid in full to the date of termination. In the event the Lease is terminated pursuant to this Section 23(c) prior to the 18<sup>th</sup> anniversary of the Commencement Date, the Tenant shall be entitled to remove any Tenant racking provided that it shall make good any damage caused by such removal.
- (d) In the event of damage to the Leased Premises and if this Lease is not terminated in accordance with Section 23(a) or (c), the Landlord shall forthwith repair any damage to the Building, but only to the extent of the Landlord's obligations under this Lease and exclusive of any tenant's responsibilities with respect to such repair. In repairing or rebuilding the Building or the Leased Premises the Landlord may use drawings, designs, plans and specifications other than those used in the original construction and may alter or relocate the Building, the common areas and facilities (if any) or any part thereof, and may alter or relocate the Leased Premises, provided that the Landlord acts reasonably and collaborates with the Tenant in such repairs, the Building as repaired or rebuilt is of a similar standard and the Leased Premises as altered or relocated shall be of approximately the same size as the original Leased Premises.

The Tenant agrees that in the event of damage or destruction to the Leased Premises or any part thereof covered by insurance carried by the Tenant, the Tenant shall use the proceeds of any such insurance for the purpose of repairing or restoring such damage or destruction, including the leasehold improvements. Provided however, in the event of damage to or destruction of the Leased Premises or the Building entitling the Landlord and/or the Tenant to terminate this Lease as set-out above, then, if the Leased Premises or any part thereof have been damaged or destroyed, the Tenant

shall pay to the Landlord, or irrevocably assign to the Landlord, all of the Tenant's insurance proceeds relating to any leasehold improvements in the Leased Premises and if the Leased Premises have not been damaged or destroyed, the terms of Section 14 shall apply in relation to the delivery or removal of the leasehold improvements, in the Landlord's discretion.

**24. REPRESENTATIONS**

There are no representations or warranties made by the Landlord in any way related to this Lease, except those set-forth herein.

**25. GOVERNING LAWS**

This Lease and any rules and regulations adopted hereunder shall be governed by the laws of the Province of Alberta.

**26. ATTACHMENTS**

The attached Schedules, special clauses, riders, and appendices (if any) are all included and form part of this Lease. All of the terms and provisions contained in Schedules shall be read in conjunction with the provisions of this Lease; however in the event of any conflict between the terms of this Lease and anything set-out in Schedules "C", "C-1", "D" and/or "G", the terms and conditions in Schedules "C", "C-1", "D", or "G", as the case may be, shall prevail and supersede such conflicting provisions in this Lease only to the extent of such conflict.

**27. CONFIDENTIALITY**

The Tenant shall not disclose to any person, firm, partnership, corporation or other legal entity, including any combination of them, the financial or any other terms of this Lease, except to its professional advisers, consultants and auditors, if any, and except as required by law.

**28. QUIET ENJOYMENT**

Provided the Tenant duly, regularly, and punctually makes all payments of Rent and any other payments required to be made and paid under this Lease and has not defaulted and is not in Default under any of the terms of this Lease, the Tenant shall and may peaceably possess and enjoy the Leased Premises for the Term without any interruption or disturbance from the Landlord.

**29. SALE BY LANDLORD**

Subject to the terms and conditions of the Right of First Offer contained in Schedule "C", should the Landlord convey or assign its interest in the Leased Premises or otherwise divest itself of its interest in the Leased Premises provided that the transferee or assignee covenants to assume all of the obligations of the Landlord hereunder, the Landlord shall be relieved of all obligations under this Lease.

**30. TIME OF THE ESSENCE**

Time shall be of the essence of this Lease, save as herein otherwise specified.

**31. EXECUTION**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original or electronic form and the parties adopt any signatures received electronically as original signatures of the parties.

*[Signatures on next page]*

IN WITNESS WHEREOF, the Landlord and the Tenant have duly executed this Lease Agreement as of the date first written above by the hands of their duly authorized officers.

**SIERRA WINDS BUSINESS PARK INC.  
(Landlord)**

DocuSigned by:



Per: \_\_\_\_\_  
Name: **Matthew Woolsey** Director  
Title:  
I have authority to bind the corporation

**SIERRA REALTY (CALGARY) CORPORATION  
(Tenant)**

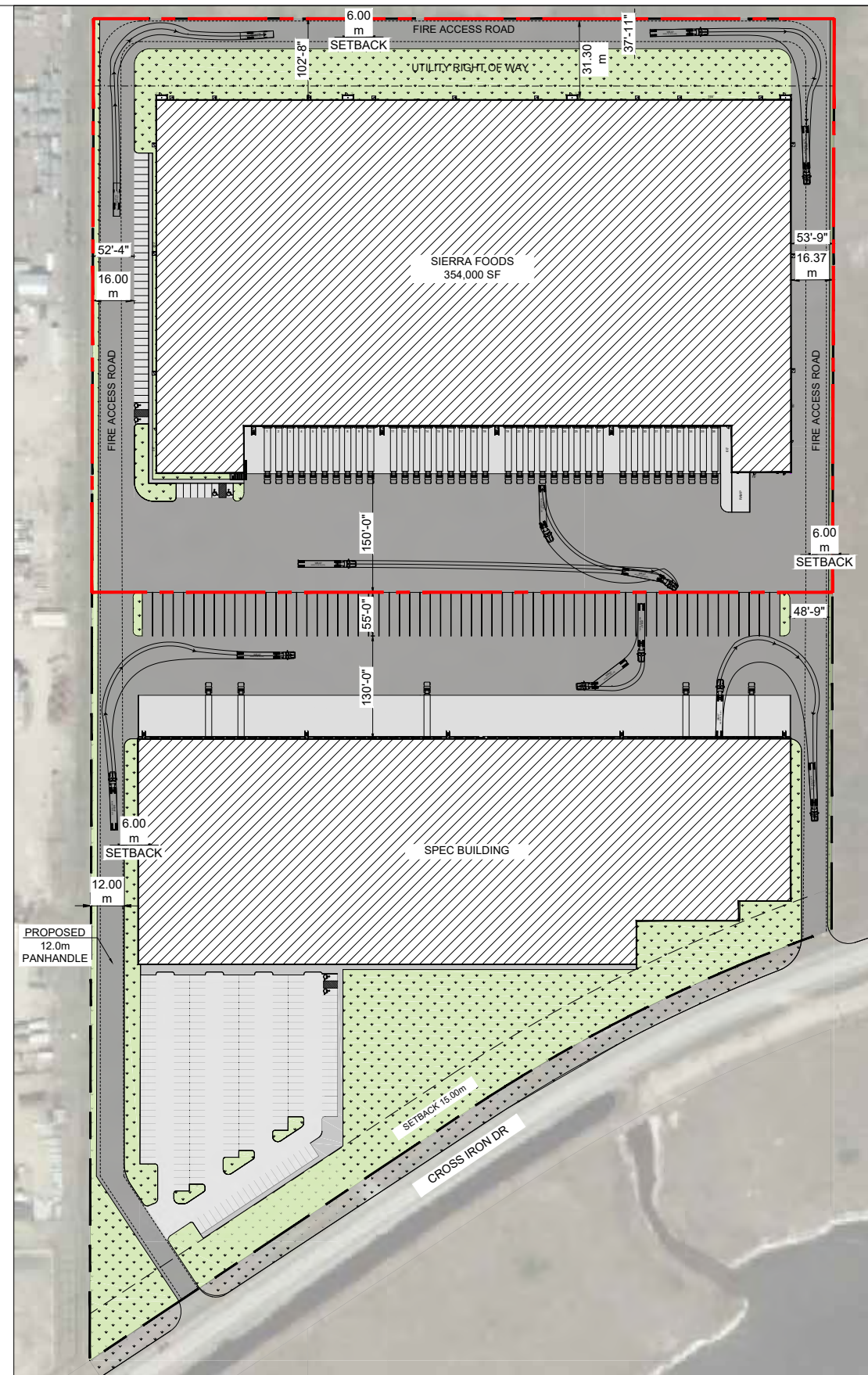


Per: \_\_\_\_\_  
Name: **Rob Vanden Broek**  
Title: **President**  
I have authority to bind the corporation

**SCHEDULE "A"**

**LEGAL DESCRIPTION OF LANDS AND PLAN OF LEASED PREMISES**

PLAN 1910413  
BLOCK 1  
LOT 1  
CONTAINING 14.7 HECTARES( 36.32 ACRES) MORE OR LESS  
EXCEPTING THEREOUT:  
PLAN NUMBER HECTARES (ACRES) MORE OR LESS  
ROAD 2211597 0.910 2.25  
EXCEPTING THEREOUT ALL MINES AND MINERALS



NOTES CONCERNING BUILDING LOCATION

1. THIS SITE PLAN IS BASED ON INFORMATION PROVIDED BY THE OWNER, AND NOT A SURVEY OR ACTUAL SITE MEASUREMENTS. ENGINEER IS TO BE ADVISED BEFORE START OF CONSTRUCTION OF ANY UNKNOWN FEATURES ON THIS OR THE ADJACENT SITES THAT MIGHT IMPACT ON THE PROJECT EITHER DURING CONSTRUCTION OR FUTURE USE.
2. THE "NORTH" ORIENTATION REFERS TO NOMINAL NORTH RATHER THAN TRUE OR MAGNETIC NORTH.
3. ANY DIMENSIONS THAT SHOW THE LOCATION OF EXISTING FEATURES ARE APPROXIMATE ONLY, AND ARE TO BE CONFIRMED BEFORE CONSTRUCTION START AS REQUIRED BY A CERTIFIED ALBERTA LAND SURVEYOR.
4. LANDSCAPING IS SUBJECT TO CHANGE.

SITE STATISTICS

ZONING: 1-HVY (INDUSTRIAL, HEAVY DISTRICT)  
 SITE AREA: 34.07 ACRES  
 MAX. BUILDING HIGH: 20.0m (65'-7")

SETBACKS - BUILDING

FRONT - 15.0m (49.21ft)  
 SIDE - 6.0m (19.69ft)  
 REAR - 6.0m (19.69ft)

SETBACKS - PARKING AND STORAGE

FRONT - 15.0m FROM HWY/COUNTY ROAD  
 SIDE - NO SETBACK FROM AN INDUSTRIAL DISTRICT  
 REAR - 6.0m FROM OTHER PARCELS

ADDITIONAL REQUIREMENTS:

- A MINIMUM OF 10% OF THE LANDS SHALL BE LANDSCAPED
- STORAGE SHALL BE SCREENED FROM PUBLIC ROWS AND ADJACENT PARCELS

PARKING

BUILDING 1 - 044 PARKING STALLS  
 BUILDING 2 - 229 PARKING STALLS  
 TOTAL PARKING - 273 PARKING STALLS

SITE PLAN LEGEND

|                    |               |
|--------------------|---------------|
| PROPERTY LINE      | ---           |
| SETBACK LINE       | ---           |
| RIGHT OF WAY LINE  | ---           |
| RIGHT OF WAY HATCH | XXXXXX        |
| PROPOSED BUILDING  | ▨             |
| FENCE              | —•—•—•—•—•—•— |

SITE MATERIAL LEGEND

|  |                               |
|--|-------------------------------|
|  | SIDEWALK                      |
|  | LIGHT DUTY ASPHALT            |
|  | HEAVY DUTY ASPHALT            |
|  | GRAVEL                        |
|  | LANDSCAPING<br>+/- 183,947 SF |

| NO. | DESCRIPTION                   | DATE       |
|-----|-------------------------------|------------|
| A   | ISSUED FOR PRELIMINARY REVIEW | 2023-03-02 |

York Realty Inc.

Balzac, AB.

Consultant:  
**PRELIMINARY**  
 NOT FOR CONSTRUCTION  
 PLANS FOR DISCUSSION  
 ONLY.  
 SUBJECT TO CHANGE DUE  
 TO A CODE REVIEW.

Stamp:

1622 - 10303 JASPER AVENUE NW, EDMONTON, AB, T5J 3N6  
 P. 780.421.4000 F. 780.426.7783 E. INFO@YORKREALTY.CA

DO NOT SCALE DRAWING  
 VERIFY ALL DIMENSIONS, DATUMS AND LEVELS PRIOR TO COMMENCEMENT OF WORK. REPORT ANY DISCREPANCIES OR OMISSIONS TO THE ARCHITECT IMMEDIATELY.  
 ALL WORK MUST COMPLY WITH THE MOST RECENT EDITION OF THE APPLICABLE BUILDING CODE AND ANY OTHER GOVERNING AUTHORITIES.  
 THIS IS A COPYRIGHT DRAWING AND SHALL NOT BE REPRODUCED OR REVISED WITHOUT THE WRITTEN CONSENT OF THE CONSULTANT.

**OVERALL  
 SITE PLAN**

**A1.0**

|                 |            |
|-----------------|------------|
| Project number: |            |
| Date:           | 2023-03-02 |
| Drawn by:       |            |
| Checked by:     | MW         |
| Scale:          | NTS        |



**SCHEDULE "B"****TENANT'S ESTOPPEL CERTIFICATE**

THE UNDERSIGNED, the Tenant in the Lease Agreement made between \_\_\_\_\_ as Landlord and the undersigned as Tenant dated the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "**Lease**") certifies to \_\_\_\_\_.

1. That the Tenant's obligation to pay Rent pursuant to the Lease commenced on \_\_\_\_\_ and expires on \_\_\_\_\_.
2. That the Lease has not been altered or amended since the time of execution and is in full force and effect in accordance with its original terms.
3. That the Leased Premises, measured as provided in the Lease, actually comprise an area of \_\_\_\_\_ square feet, more or less. For the period of \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_, the Basic Rent due pursuant to the Lease is \$ \_\_\_\_\_ per annum (\$ \_\_\_\_\_ per square foot). For the period commencing the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the Basic Rent reserved pursuant to the lease is \$ \_\_\_\_\_ per annum (\$ \_\_\_\_\_ per square foot).
4. The Tenant is in possession of the Leased Premises.
5. That the Lease requires that all expenses relating to the Leased Premises be paid by the Tenant and the Tenant is paying Basic Rent and all charges including, without limitation, the Additional Rent required to be paid pursuant to the Lease.
6. The amount of prepaid rent or security deposit held by the Landlord is \_\_\_\_\_.
7. That the Landlord has fulfilled its obligations under the Lease to the date hereof and the undersigned has no outstanding claims of any nature against the Landlord with respect to the Lease.
8. That there is no right of set-off against the Landlord in respect of the Lease or the rents payable by the Tenant thereunder.
9. That there is no credit of any nature in favour of the undersigned in respect of the Lease or money due to the undersigned from the Landlord in respect of the Lease, other than prepaid rent, if applicable, as outlined in paragraph 6 above.
10. That the Leased Premises leased to the undersigned pursuant to the Lease are in accordance with the Lease and the rent specified thereunder to be paid by the undersigned for the balance of the term of the Lease is payable in accordance with the terms of the Lease and the covenants and agreements under the Lease of the undersigned to the Landlord are all in full force and effect and will be fulfilled by the undersigned during the balance of the term of the Lease. .

DATED at the City of \_\_\_\_\_, in the Province of \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**SIERRA REALTY (CALGARY) CORPORATION**

Per: \_\_\_\_\_

Name:

Title:

I have authority to bind the corporation.

**SCHEDULE "C"****ADDITIONAL CLAUSES****(a) PRE-AUTHORIZED DEBIT**

The Tenant will participate in the Landlord's pre-authorized payment plan (the "**PAD Payment Plan**"), whereby the Landlord will be authorized to debit the Tenant's bank account for Rent payable on the first day of each month, on a monthly basis. Accordingly, the Tenant will complete and deliver the Landlord's confidential pre-authorized debit form (the "**PAD Form**") as provided by the Landlord upon execution of this Agreement.

**(b) OPTION TO EXTEND**

In consideration of the payment of Rent and other charges and provided the Tenant is not in default under this Lease at the date of exercise of the option hereby granted and provided the Tenant has not been in default under this Lease during the Term, or subsequent Extension Term, as the case may be, the Landlord grants to the Tenant an option to extend this Lease for Three (3) further terms of Ten (10) years each (collectively, the "**Extension Terms**" and each an "**Extension Term**") commencing on the expiration of the initial Term on the same terms and conditions as are herein contained, excluding any provisions for Landlord's Work, free rent, bonuses, leasehold improvement allowances, signing inducements, Basic Rent, the Right of First Offer and this option to extend. The Tenant shall provide the Landlord with written notice of its intention to extend no later than Six (6) months prior to the expiration of the initial Term or subsequent Extension Term, as the case may be, failing which, the option to extend shall be null and void. The Basic Rent payable during each lease year of the Extension Terms shall be equal to the Basic Rent payable for the immediately preceding lease year, plus an increase of 2.00%.

**(c) LANDLORDS WORK AND TENANT'S WORK**

On or before the Commencement Date, the Landlord will substantially complete all Landlord's Work as more particularly detailed in Schedule "D".

The Tenant shall complete the Tenant's Work as more particularly detailed in Schedule "D".

It is the Tenant's responsibility to secure all necessary permits and approvals required by Rocky View County (the "**Permits**"), as they comply with the appropriate building codes and other applicable laws and regulations. Copies of Permits, plus the Tenant's improvement plans, are to be provided to the Landlord for their approval, acting reasonably, prior to the commencement of the Tenant's Work.

**(d) SELF-MANAGEMENT**

The Tenant hereby acknowledges and agrees that it shall self-manage the Leased Premises as of the commencement of the Fixturing Period (defined below) and through to the expiry of the Term, as may be extended from time to time, or the earlier termination of the Lease subject to the terms and conditions as contained below and in Section 5 of the Lease. The Tenant shall be directly responsible for all related Operating Costs including landscaping, repairs, snow removal, cleaning and lawn maintenance within the Leased Premises. Without limiting the generality of the foregoing, the Tenant shall be responsible for all work set out as "Tenant Obligations" in Schedule "C-1". The Tenant shall comply with all reasonable requirements, rules and regulations of the Landlord pertaining to the operation of such HVAC system and other building systems.

The Tenant shall enter into maintenance contracts for the purpose of maintaining the HVAC system, roof membrane maintenance, and other building systems with qualified contractors and on terms and conditions satisfactory to the Landlord, acting reasonably, and the Tenant shall provide the Landlord, on an annual basis (or such other regular basis as may be reasonably agreed to by the Landlord and the Tenant), with copies of inspection reports from such contractors, which confirm that the HVAC system and other building systems has been maintained in accordance with the standard of a prudent owner.

The Tenant shall complete an annual inspection report, with details contained in a report request from the Landlord (each a "**Property Report**"), a sample of which is provided in Schedule "E" and shall include the condition of the Tenant's racking, roof, mechanical and electrical systems and equipment, major capital assets, asphalt parking areas, concrete loading areas and landscaping addressing the condition of the Leased Premises (including associated improvements). The Landlord shall be permitted to inspect or audit the records relating to the Property Report. Subject to the Project Warranties (as defined herein), the Tenant shall be responsible for all costs associated with the preparation of the Property Reports and any Operating Costs incurred in repairing any deficiencies outlined in the Property Reports, excluding the cost of any structural repairs or other matters that are the responsibility of the Landlord as defined and described herein. In the event the Property Reports are not submitted to the Landlord on an annual basis, the

Landlord shall have the right to commission such Property Reports, complete any required inspections and/or repairs and charge the Tenant the costs of such repairs (unless such costs are expressly excluded from Operating Costs or to be completed at Landlord's sole cost elsewhere in this Lease), plus an administration fee equal to fifteen (15%) percent of such amounts paid by the Landlord, all as Additional Rent.

**(e) STAGED TURNOVER, EARLY OCCUPANCY, AND FIXTURING PERIOD**

The Landlord and the Tenant have agreed that the Landlord will turn over portions of the Building to the Tenant in phases, as each such portion of the Building achieves Interim Completion (as described in Section 5 of the Work Letter).

Landlord shall allow, on such terms and conditions established by Landlord in its sole and absolute discretion, Tenant access to the portion of the Premises for which Interim Completion has been achieved prior to the Commencement Date (the "**Early Occupancy Period**"). The Early Occupancy Period for each portion of the Building shall commence on the day after Interim Completion of that portion (each, an "**Early Access Date**") and shall continue until the day prior to the Commencement Date. The granting of possession during the Early Occupancy Period shall be on the following basis:

- (i) provided Tenant has delivered to Landlord proof that insurance has been provided, Tenant shall receive access to each portion of the Premises following the Early Access Date for such portion of the Premises, and if applicable, Tenant has paid the Excess Final Budget Costs (or portion thereof) as elected pursuant to Schedule "G";
- (ii) during such Early Occupancy Period, the Tenant shall be entitled to move certain of its equipment and goods to be warehoused into the portion of the Building for which access was granted and to use such equipment and goods in connection with its training of staff and development and practice of procedures and to conduct measurements, install telephone and other communication systems and other furniture, fixtures and equipment, for storage of Tenant's goods, equipment, and inventory, and completion of Tenant's Work, together with such other activities agreed to in writing by the Landlord and Tenant from time to time;
- (iii) Tenant shall comply with all applicable laws and with Landlord's safety protocol specifications and requirements, all in respect of Tenant's access to, use and improvement of the Premises;
- (iv) Tenant shall not interfere with completion of Punch List Items, Exterior Items and Long Lead Time Items and the completion of Landlord's Work (which the Tenant acknowledges may continue during such Early Occupancy Period);
- (v) Tenant shall be subject to all of the terms and conditions of this Lease (including, but not limited to, Tenant's indemnification obligations and Tenant's obligations to carry insurance) other than the payment of Basic Rent and Additional Rent, the payment of which shall commence for each portion of the Building 90 days after the first Early Access Date and 30 days after each subsequent Early Access Date for such portion of the Building, and shall be prorated based on the fraction having as its numerator the rentable area of the subject portion of the Building and having as its denominator the rentable area of the entire Building multiplied by the Basic Rent that is payable immediately following the Commencement Date. The 90 day period commencing on the first Early Access Date and the 30 day period commencing on each subsequent Early Access Date is referred to as the "**Fixturing Period**" for that portion of the Building. Tenant shall be required to pay for any utilities that it uses during each Fixturing Period; and
- (vi) During the Early Occupancy Period, Tenant will be responsible for providing security for any of its property located on the Project, and for the cost of electricity or other utilities used for construction purposes during the Early Occupancy Period (for certainty, Tenant will pay Landlord directly for such utilities based on approximate usage if the utilities are not yet sub-metered and charged directly to Tenant during this time). Tenant shall use best efforts to ensure the Premises utilities will be in its name effective on the Commencement Date.

Notwithstanding the foregoing, in the event Interim Completion for any portion of the Building is delayed because of Tenant Delay(s), the Fixturing Period for such portion of the Building shall be reduced on a day for day basis equal to such Tenant Delay(s).

**(f) INDEMNIFIER**

The Tenant covenants and agrees that it shall cause Eastern Meat Solutions Inc., concurrently with the execution and delivery of this Lease by the Tenant to the Landlord, to execute and deliver in favour of the Landlord an indemnity in substantially the same form as Schedule "F" attached hereto (the "**Indemnity**"). For clarity, this Lease shall not be effective and shall have no force or effect unless the Tenant has delivered the executed Indemnity to Landlord on or before the date hereof.

**(g) INCENTIVES**

Any incentives that Tenant is able to obtain from the Federal or Provincial Governments and/or from any utility companies may, at the discretion of the Tenant, be applied to offset the Project Costs.

**(h) WATER CAPACITY**

Tenant acknowledges that the potable water capacity for the Premises shall not exceed the allocation granted by Rocky View County.

**(i) CONSENT CLAUSE**

Whenever consent or approval of either the Landlord or the Tenant is required under the terms of this Lease, unless specified to the contrary in the Lease such consent or approval shall not be unreasonably withheld or delayed, except with respect to a change in use, an assignment or subletting of any or all of the Leased Premises, where the Landlord's approval may be withheld in the Landlord's sole discretion. If either party withholds any consent or approval, such party shall on written request deliver to the other party a written statement giving the reason.

**(j) RIGHT OF FIRST OFFER TO PURCHASE**

If, during the initial Term of this Lease, the Landlord wishes to market for sale the Building and the Parcel (collectively, the "**Option Lands**") to an arm's length third party, then, provided that: (i) no monetary or material non-monetary event of Default then exists; (ii) the Tenant is operating in the Leased Premises for the Permitted Use; and (iii) no Transfer affecting the Tenant, the Lease or the Leased Premises has occurred (other than to a Permitted Transferee), the Tenant shall have a one-time right of first notice to purchase the Option Lands on the following terms and conditions (the "**Right of First Offer**"):

- (i) If the Landlord wishes to sell the Option Lands (a "**Triggering Event**") prior to the Expiry Date (the "**ROFO Expiry Date**"), the Landlord shall give written notice to the Tenant (an "**Offer Notice**") and the Tenant shall have a one-time first right to negotiate a purchase and sale agreement to purchase the Option Lands by providing written notice to the Landlord (the "**ROFO Notice**") within ten (10) Business Days of delivery of the Offer Notice (the "**ROFO Exercise Deadline**"). If the Tenant's ROFO Notice is delivered prior to the ROFO Exercise Deadline, the Landlord and the Tenant shall have ten (10) Business Days following delivery of the Tenant's ROFO Notice to agree on a purchase price. If Landlord and Tenant agree on a purchase price in such time, then during the next thirty (30) days, the parties shall negotiate the purchase and sale agreement with respect to such transaction, each party acting in good faith but in their sole and unfettered discretion. It is understood that the purchase and sale agreement, if any, shall have no conditions precedent in favour of the Tenant, and shall contain a mutual condition precedent with respect to subdivision of the Option Lands from the Lands.
- (ii) If (1) the Tenant's ROFO Notice is delivered prior to the ROFO Exercise Deadline but the parties are unable to agree on the purchase price within ten (10) Business Days of the ROFO Notice and/or a binding agreement of purchase and sale within thirty (30) days of the ROFO Notice; or (2) the Tenant fails to deliver the Tenant's ROFO Notice prior to the ROFO Exercise Deadline, the Tenant will be deemed to elect not to exercise the Right of First Offer and the Landlord shall be entitled to sell the Option Lands to any third party on terms and conditions satisfactory to the Landlord, in its sole discretion and, provided the Option Lands are sold, this Right of First Offer shall terminate and be of no further force or effect.

The Right of First Offer will terminate and be of no further force or effect and the Landlord shall be released from its obligations contained in this paragraph (j) upon the earliest to occur of the following:

1. If the Landlord has delivered an Offer Notice and the Tenant elects (or is deemed to elect) not to exercise the Right of First Offer and the Landlord sells the Option Lands;
2. The Tenant giving notice to the Landlord terminating the Right of First Offer; and
3. The ROFO Expiry Date.

Notwithstanding the foregoing, the parties acknowledge and agree that the Right of First Offer shall not apply if the conveyance, assignment or transfer of the Landlord's legal and/or beneficial interest in and to the Option Lands is:

- (a) part of a merger, amalgamation, reorganization or sale of a majority of the assets or share stock of the Landlord or the Landlord's parent company; or
- (b) if the transfer of the Landlord's interest in and to the Option Lands is to:

- (I) a parent, subsidiary, or affiliate of the Landlord;
- (II) another beneficial owner of the Option Lands;
- (III) one or more shareholders of the Landlord; or
- (IV) any other party, if the sale of the Option Lands is part of a portfolio sale of the Option Lands, together with any other lands.

For certainty and the avoidance of any doubt, each of the circumstances described in subparagraphs (a) and (b) above shall not constitute Triggering Events for the purposes of the Right of First Offer. The Right of First Offer applies only to the Option Lands and not the balance of the Lands.

**(k) MUTUAL CONDITIONS PRECEDENT**

The Landlord and the Tenant have entered into this Lease with the expectation that:

- (i) The Landlord will have completed the purchase of the Lands by no later than March 31, 2023 (the "**Land Purchase**"); and
- (ii) The Landlord having obtained all applicable approvals from Rocky View County for an amendment or redesignation of the Area Structure Plan (ASP) to rezone Land for industrial use that will permit the construction of the Building by December 31, 2023 (the "**ASP Approval**")

(collectively, the "**Conditions Precedent**"). The Conditions Precedent are true condition precedents and cannot be waived by either party.

Following execution of this Lease, the Landlord agrees to use reasonable commercial efforts to complete the Land Purchase and to pursue the ASP Approval. If the Land Purchase is not completed by March 31, 2023, then this Lease shall terminate subject to the parties agreeing to Substitute Lands and entering into the Amending Agreement described below. If the ASP Condition is not satisfied by December 31, 2023, then this Lease shall terminate subject to the parties agreeing to Substitute Lands and entering into the Amending Agreement described below.

The Landlord agrees to provide the Tenant with updates as to the status of the Land Purchase and/or the ASP Approval from time to time, upon request, and to forthwith send written notice to the Tenant if either or both of the Conditions Precedent have not been satisfied by the time limited herein (the "**Non-Satisfaction Notice**"). The Landlord shall have Ninety (90) days following the earliest of: (1) delivery of the Non-Satisfaction Notice with respect to the Land Purchase Condition Precedent; (2) delivery of the Non-Satisfaction Notice with respect to the ASP Approval Condition Precedent; and (3) December 31, 2023, to locate other lands satisfactory to the Landlord and the Tenant, each party acting in good faith but in their sole and unfettered discretion, for which to build the Building (the "**Substitute Lands**"). In the event the Landlord and the Tenant agree on Substitute Lands, the parties shall enter into an amending agreement (the "**Amending Agreement**") within Thirty (30) days of agreement on the Substitute Lands to capture any changes necessary to this Lease to reflect their intention that the Building be built on the Substitute Lands. If the parties are unable to agree on Substitute Lands or if the Landlord and the Tenant fail to enter into the Amending Agreement within the respective timelines set out in this section, this Lease shall terminate and be of no further force or effect.

The Landlord hereby waives the Condition Precedent re Land Purchase.

**(l) YORK GUARANTEE**

In order to induce the Tenant to enter into this Lease, for so long as (a) York Realty Inc. or an entity controlled by York Realty Inc. is a beneficial owner of Sierra Winds Business Park Inc. and (b) Sierra Winds Business Park Inc. is the sole landlord entity with respect to this Lease, York Realty Inc. hereby guarantees, jointly and severally with the Landlord, the performance of all Landlord's obligations under this Lease. This guarantee shall be terminated and of no further force and effect from and after the earliest of the following: (i) the date that York Realty Inc. ceases to be a shareholder of Sierra Winds Business Park Inc., and (ii) Sierra Winds Business Park Inc. ceases to be the sole landlord entity under this Lease.

## SCHEDULE "C-1"

**TENANT MAINTENANCE OBLIGATIONS**

See attached.

| <b>LANDLORD OBLIGATIONS</b>   |  |  |                             |
|---|--|--|-----------------------------|
| <b>Item</b>   | <b>Description of Service</b>  | <b>Recoverable through Operating Costs</b> | <b>Landlord's Sole Cost</b> |
| <b>Structure of Building, including structural assets</b>             | Repair and replace, as needed  |  | <b>X</b>                    |
| <b>Roof replacement and structural repair</b>                         | Repair and replacement of roof deck and structural components  |  | <b>X</b>                    |
| <b>Roof membrane, roof insulation, and above-deck roof components</b> | Replacement  | <b>X</b>                                   |                             |
| <b>Subfloor and Foundation</b>  | Ensure integrity, conduct repair, including voids and cavities in soils and fill under slab and around foundation.   |  | <b>X</b>                    |
| <b>Floor Slab</b>   | Patching, crack repair or replacement  | <b>X</b>                                   |                             |
| <b>Exterior walls, terminal wall panels and load-bearing walls</b>    | Ensure integrity, conduct repair, and replace wall sections, as needed.  | <b>X - Repair</b>                          | <b>X - Replacement</b>      |
| <b>Parking lot and drive surfaces</b>                                 | Landlord to complete repair and replace sections as needed based on useful life and performance requirements.  | <b>X</b>                                   |                             |
| <b>Landscaping (non-recurring service)</b>                            | Items exceeding general maintenance such as tree removal or trimming, replacement (including annual color replacement), re-grading, overhauling, etc.  | <b>X</b>                                   |                             |
| <b>Major Capital Assets</b>   | Major capital assets to be replaced by the Landlord, at the Tenant's cost, which costs shall be amortized pursuant to Section 5.1(e) of the Lease  | <b>X</b>                                   |                             |
| <b>Backflow devices, if any</b>                                       | Landlord to complete replacement, as needed, at the Tenant's cost.   | <b>X</b>                                   |                             |
| <b>Elevator (if equipped)</b>   | Landlord to complete replacement, as needed, at the Tenant's cost, which costs shall be amortized over the useful term of the item.  | <b>X</b>                                   |                             |
| <b>Exterior curbs &amp; bollards</b>                                  | Landlord to complete repair and replacement, as needed, at the Tenant's cost.  | <b>X</b>                                   |                             |
| <b>Exterior Fencing</b>   | Landlord to complete repair and replacement, as needed, at the Tenant's cost, gates and fences around Lease Premises.  | <b>X</b>                                   |                             |
| <b>Exterior signage - Tenant installed</b>                            | Landlord to maintain, repair, replace and update any signage that is not installed exclusively for the Tenant's benefit, such as pylon signage for the entire Lands, other users/occupiers of the Lands and/or the surrounding development generally (if any). | <b>X</b>                                   |                             |
| <b>Fire sprinkler &amp; fire protection systems</b>                   | Landlord to complete replacement, as needed, of the base fire sprinkler and fire protection systems within the Building, at the Tenant's cost.   | <b>X</b>                                   |                             |
| <b>Fixtures</b>   | Landlord to complete repair and replacement, as needed, at the Tenant's cost. Any items of a capital nature as determined by generally acceptable accounting principles may be amortized over the useful term of the item at the Landlord's option.            | <b>X</b>                                   |                             |
| <b>HVAC</b>   | Landlord to complete replacement, as needed, of all heating, ventilating and air conditioning equipment, units and systems (collectively, "HVAC"), at the Tenant's cost, which costs shall be amortized over the useful term of the item.                      | <b>X</b>                                   |                             |

|   |   |          |  |
|---|---|----------|--|
| <b>Interior sump pump or lift stations</b>  | Landlord to complete replacement, as needed, at the Tenant's cost, which costs shall be amortized over the useful term of the item. | <b>X</b> |  |
| <b>Maintenance, Repair, Replacement, and snow removal of shared access way or road within the Lands</b> | Landlord to complete maintenance, repair, replacement and snow removal from any shared road, pathway or access on the Lands.        | <b>X</b> |  |

| <b>TENANT OBLIGATIONS (except where covered by warranty)</b>                |   |
|---|---|
| <b>Item</b>   | <b>Description of Service</b>   |
| <b>All interior non-structural portions of the Building/Leased Premises</b> | Tenant to maintain, repair and replace, as needed.  |
| <b>Major Capital Assets</b>   | Tenant to maintain and repair.  |
| <b>Backflow devices, if any</b>   | Tenant to maintain, repair and complete required inspections, testing, compliance with legislation and permit management.   |
| <b>Below-deck ceiling insulation (if equipped)</b>                          | Tenant to maintain, repair and replace, as needed, insulation materials that are suspended just below the roof deck.  |
| <b>Carpentry - Doors, cabinets, counters, etc.</b>                          | Tenant to maintain, repair and replace, as needed, doors and millwork.  |
| <b>Dock doors &amp; dock levelers</b>                                       | Tenant to complete maintenance, repair and replacement, as needed.  |
| <b>Electric service (after main feed, above slab)</b>                       | Tenant to complete maintenance, repair and replacement, as needed.  |
| <b>Elevator (if equipped)</b>   | Tenant to complete maintenance and repair.  |
| <b>Energy &amp; Communications Related Improvements</b>                     | Tenant to complete maintenance, repair and replacement, as needed.  |
| <b>Exterior Building lighting</b>   | Tenant to complete maintenance, repair and replacement, as needed, of exterior lighting affixed to Building.  |
| <b>Exterior curbs &amp; bollards</b>  | Tenant to complete maintenance.   |
| <b>Exterior fencing</b>   | Tenant to complete maintenance.   |
| <b>Exterior glazing</b>   | Tenant to complete maintenance, repair and replacement, as needed, broken and/or damaged glass and seals.   |
| <b>Exterior signage - Tenant installed</b>                                  | Tenant to maintain, repair, replace and update Tenant-installed signage or signage installed by the Landlord exclusively for the Tenant's benefit, as needed.   |
| <b>Fire sprinkler &amp; fire protection systems</b>                         | Tenant to maintain, repair and complete required inspections, testing, compliance with legislation and permit management of: (1) the base fire sprinkler; (2) fire protection systems within the Building; and (3) any Tenant-installed supplemental fire/life safety systems.<br>Tenant to complete all repairs and replacement, as needed, at the Tenant's cost, of any Tenant-installed supplemental fire/life safety systems. |
| <b>Fire protection system monitoring</b>                                    | Tenant responsible for monitoring of all applicable portions of fire protection systems and fire water supply.  |
| <b>Fixtures</b>   | Tenant to complete maintenance.   |
| <b>Generator</b>  | Tenant to maintain, repair and complete required inspections, testing, compliance with legislation and permit management.   |
| <b>HVAC</b>   | Tenant to maintain, repair and complete required inspections, testing, compliance with legislation and permit management of all HVAC.   |
| <b>Interior lighting</b>  | Tenant to complete maintenance, repair and replacement, as needed, bulbs and ballasts   |
| <b>Interior/exterior pest control</b>                                       | Tenant sole responsibility.   |
| <b>Interior sump pump or lift stations</b>                                  | Tenant to maintain, repair and complete required inspections, testing, compliance with legislation and permit management.   |
| <b>Interior walls and floor coverings</b>                                   | Maintenance, repair, and replacement of walls and flooring surfaces (non-structural); Landlord responsible for repair and replacement of structural assets as defined in Section 5.1(e).  |
| <b>Janitorial</b>   | Tenant sole responsibility.   |
| <b>Kitchen appliances</b>   | Tenant to complete maintenance, repair and replacement, as needed.  |
| <b>Landscaping (recurring services)</b>                                     | Landscape maintenance, including mowing, fertilizing, leaf removal, pruning, are all Tenant sole responsibility.  |
| <b>Parking lot &amp; drive surfaces</b>                                     | Tenant to complete maintenance.   |
| <b>Parking lot sweeping</b>   | Maintenance, including sweeping and debris removal is Tenant sole responsibility.   |
| <b>Plumbing – Above slab</b>  | Tenant to maintain, repair and replace, as needed.  |
| <b>Roof Repair</b>  | Tenant to maintain and repair roof membrane.  |
| <b>Snow removal – grounds &amp; parking lots</b>                            | Snow and/or ice treatment and removal on the Leased Premises, including sidewalks, walkways, roadways, parking lots, entrances and exits, are Tenant sole responsibility.   |
| <b>Suspended ceilings &amp; hard lid ceilings</b>                           | Tenant to maintain, repair and replace, as needed.  |
| <b>Trash &amp; recycling</b>  | Tenant sole responsibility.   |
| <b>Utilities</b>  | Tenant's sole responsibility to pay for gas, oil, power, electricity, water, sewer, communications and any other utilities and services that are metered and charged for the Leased Premises.   |
| <b>Window washing (interior and exterior)</b>                               | Tenant sole responsibility.   |



## **SCHEDULE "D"**

### **WORK LETTER**

This Work Letter (together with applicable provisions of the Lease) sets forth the rights and obligations of the Landlord and the Tenant with respect to the construction of the Building and completion of the Landlord's Work and the Tenant's Work. All words and expressions used in this Work Letter, unless there is something in the subject matter or context inconsistent therewith, shall have the same meaning ascribed to them in the Lease.

The parties have agreed to collaborate, in varying degrees and roles, in connection with the design, development, construction and operation of a freezer cooler facility to be constructed by the Landlord on the Lands. The parties will work together in connection with the design, budgeting and construction of the Building, and the provision and installation of the specified improvements, by the Landlord. The parties will work together in order to fairly and collaboratively address and resolve all matters and issues which may arise in connection with such design and construction of the Building.

#### 1. Landlord's Work:

- a. Subject to Tenant's compliance with its obligations under the Lease (including, without limitation, this Work Letter), the Landlord shall construct the approximately 350,311 square foot shell Building and associated improvements (collectively, the "**Base Building Improvements**") on the Lands in substantial conformance with the site plan attached to the Lease as **Schedule "A"** and certain improvements to the Premises (collectively, the "**Landlord Leasehold Improvements**"), which are to be installed in addition to the Base Building Improvements. The Base Building Improvements and the Landlord Leasehold Improvements are collectively referred to as the "**Landlord's Work**". Subject to any Tenant Change Orders, Landlord will complete the Landlord's Work at Landlord's cost in substantial conformance with the Final Building Plans.
- b. The preliminary construction plans and specifications are attached hereto as **Schedule "D-1"** (the "**Preliminary Building Plans**"). For clarity, the Preliminary Building Plans do not represent final versions of the Building Plans, which, as of the date hereof, are still being reviewed, discussed, and modified by the Landlord and the Tenant (and which, once finalized and approved pursuant to this Section shall be referred to as the "**Final Building Plans**").
- c. The parties agree to work collaboratively in roundtable discussions and in good faith to make and approve revisions to the Preliminary Building Plans. Following receipt of the Preliminary Building Plans (or any subsequent revision thereto), the Tenant shall approve the Preliminary Building Plans (or revisions thereto) or otherwise have roundtable discussions with the Landlord to provide Tenant's comments on the Preliminary Building Plans (or any subsequent revisions); approval of the Tenant hereunder not to be unreasonably withheld or delayed. The Landlord shall use reasonable commercial efforts to incorporate Tenant comments and to provide revisions of the Preliminary Building Plans following such roundtable discussions, and to resubmit such revisions for discussion with the Tenant, and this process of preparation and review shall continue until such plans are approved. The approved versions of the Preliminary Building Plans shall be deemed to be the Final Building Plans and the Final Building Plans shall be used as the basis for calculating the Final Budget. The parties agree to respond expeditiously in making and approving revisions and will endeavor to do so within Ten (10) Business Days of a response from the other. The parties will cooperate with all due diligence to cause the Final Building Plans and Project Budget to be completed and mutually approved on or before **July 15, 2023**.
- d. Prior to the approval of the Final Building Plans, any cost increases due to subsequent material scope of work changes to the Preliminary Building Plans requested by the Tenant shall be subject to the Landlord's written approval and captured in the Project Budget. After the Landlord and the Tenant have approved the Final Building Plans and Final Budget, any cost increases due to subsequent changes to the Final Building Plans requested by the Tenant shall be at the Tenant's sole cost and expense and subject to the Landlord's written approval, in accordance with Section 3 of this Work Letter.
- e. The Landlord will obtain the following warranties (collectively, the "**Project Warranties**"):
  - i. a one-year warranty with respect to the Base Building Improvements (for a period commencing on Substantial Completion of the Base Building Improvements) from its general contractor with respect to defects, materials, and workmanship. If any defects, materials, and workmanship issues arise during the warranty period that may be covered under this warranty, Landlord covenants and agrees to use reasonable commercial efforts to enforce such warranty for the benefit of the Building and Tenant;

- ii. a one-year warranty with respect to Landlord Leasehold Improvements constructed or installed on behalf of Landlord (for a period commencing on Substantial Completion of such Landlord Leasehold Improvements) from its general contractor with respect to defects, materials, and workmanship, and Landlord shall enforce such warranty to the extent permitted. If any defects, materials, and workmanship issues arise during the warranty period that may be covered under this warranty, Landlord covenants and agrees to use reasonable commercial efforts to enforce such warranty for the benefit of the Building and Tenant;
- iii. a 10-year ARCA warranty with respect to the workmanship respecting installation of the roof membrane, ballasts and flashing of the Building and a 10-year warranty with respect to failure of the roof membrane of the Building.

2. Tenant's Work and TI Work Costs:

- a. Any additional improvement work beyond the Landlord's Work (including, without limitation, any Tenant racking) shall be designed, constructed, and installed by Tenant at Tenant's cost (the "**Tenant's Work**"). If applicable, Tenant shall be solely responsible for all life safety studies required by Rocky View County in order to secure Tenant's racking permit.
- b. With respect to all Tenant's Work:
  - i. All Tenant's Work shall be designed and engineered in accordance with industry practice and the knowledge, skill and diligence of an experienced professional architect and engineers licensed in the Province of Alberta.
  - ii. All Tenant's Work shall comply with all applicable laws and legal requirements, and shall be performed by licensed contractors and in a good and workmanlike manner so as not to damage or alter the primary structure or structural qualities of the Building and other improvements situated on the Premises or of which the Premises are a part.
  - iii. Tenant's Work shall not overload the floors of the Leased Premises.
  - iv. The Landlord and Tenant shall work collaboratively to finalize the plans and specifications for Tenant's Work. The Tenant shall not commence Tenant's Work without first obtaining Landlord's prior written approval, not to be unreasonably withheld. For certainty, Tenant's Work shall not affect the footprint of the Building or the configuration or location of any exterior walls of the Building. To the extent that any of the proposed Tenant's Work will: (1) affect the configuration or location of any interior walls of the Building, (2) affect the Building's structure or roof, (3) require any roof penetrations or for placement of any equipment on the roof, or (4) affect the Building's electrical, plumbing, or other mechanical systems, Tenant shall first obtain Landlord's prior written consent to such Tenant's Work, and such Tenant's Work must be performed in accordance with plans and specifications approved by Landlord in advance, or at Landlord's election such items shall be completed by the Landlord's contractors or under Landlord's supervision. Tenant shall reimburse Landlord for its reasonable third-party costs incurred in reviewing plans and specifications and performing or monitoring construction for all Tenant's Work requiring the consent of Landlord, and any costs incurred by Landlord with respect to such Tenant's Work shall be charged to Tenant as part of the TI Work Costs pursuant to Section 2(d) below.
  - v. Tenant shall close off and complete such permit(s) within a reasonable period of time following completion of the Tenant's Work, and provide to Landlord confirmation of same. For all permits issued with respect to Tenant's Work, Tenant shall close off and complete such permit(s) within a reasonable period of time following completion of the Tenant's Work, and provide to Landlord confirmation of same.
- c. Prior to **March 15, 2023**, Tenant will prepare and deliver to Landlord Tenant's final racking plan (the "**Tenant's Racking Plan**"). Tenant hereby acknowledges and agrees that Tenant shall be solely responsible for all life safety studies required by Rocky View County in order to secure Tenant's racking permit (regardless of whether the racking permit is obtained by Landlord). Tenant further acknowledges that Landlord will be unable to secure the occupancy permit until Landlord completes any applicable electrical and life safety improvements associated with Tenant's racking work, which is part of the Tenant's Work, and as such any delay in obtaining the racking permit that actually delays Landlord's ability to obtain an occupancy permit shall be deemed to be a Tenant Delay. Landlord shall assist Tenant in obtaining the occupancy permit for the Premises and shall be responsible for any delay in Tenant receiving the occupancy permit by reason of Landlord's failure to complete the Landlord's Work or by reason of any other act or omission of Landlord.
- d. Tenant is responsible for paying all costs (the "**TI Work Costs**") associated with the following (which for certainty will not be included as part of the Final Project Costs defined in

Schedule "G"): (i) the design, permit fees, permitting, and construction of the Tenant's Work; and (ii) any design, permit fees, permitting, and construction of any work or improvements beyond the work that is specified in the Final Building Plans. In the event any TI Work Costs are incurred by Landlord, Landlord shall provide cost information on the TI Work Costs on an open book basis. Landlord shall be entitled to invoice Tenant for all or any portion of the TI Work Costs on a progress pay basis, and Tenant shall pay to Landlord the TI Work Costs (or any portion thereof) within Thirty (30) days after its receipt of an invoice for same.

- e. The Tenant contingency amounts set out in the Final Budget (if any) may, upon agreement by the Landlord and the Tenant, be applied to the TI Work Costs. To the extent that any portion of the Tenant contingency line item(s) contained in the Final Budget have not been used or otherwise applied to the TI Work Costs pursuant to this paragraph or to the Tenant Change Order Costs pursuant to section 3 of this work letter following completion of all Landlord's Work, any such unused amount (the "**Unused Allowance**") will be applied to the Basic Rent next coming due until the entire amount has been distributed; provided, however that the applied amount of the Unused Allowance will not exceed 25% of the Basic Rent in any given month and, if the Unused Allowance exceeds 25% of the Basic Rent due for a given month, Tenant may deduct the Unused Allowance from Basic Rent (such monthly deduction not to exceed 25% of Basic Rent) in each successive month until the entire Unused Allowance has been distributed.

### 3. Change Orders:

For purposes of this Lease, changes to the Final Building Plans (each, a "**Change Order**") shall be categorized as follows:

- a. changes initiated by the Landlord that are required to comply with governmental or other legal requirements imposed after the Final Building Plans are finalized as contemplated in Section 1 of this Work Letter, respectively ("**Landlord Change Orders**"); and
- b. changes initiated by the Tenant ("**Tenant Change Orders**").

Any Landlord Change Order shall not be subject to the Tenant's approval and shall be completed at Landlord's expense.

The Tenant will have the right to request a Tenant Change Order not later than 120 Days prior to commencement of the first Fixturing Period, provided such Tenant Change Order does not, in the Landlord's reasonable discretion, alter the footprint of the building, materially change or deviate from the Preliminary Building Plans or the Final Building Plans (as the case may be), impair the structural integrity of the building, alter the general character of the building as a warehouse/distribution facility, change the amount of office space within the building, or otherwise materially hinder or impair the Landlord's ability to timely perform its obligations under this Lease.

Any Tenant Change Orders will be delivered to the Landlord's representative in writing and specify the desired additions or modifications with sufficient specificity to enable the Landlord to prepare the Tenant Change Order Effect Notice. If the Tenant requests a Tenant Change Order, the Landlord shall provide the Tenant with written notice ("**Tenant Change Order Effect Notice**") as promptly as practicable under the circumstances specifying the cost of such Tenant Change Order and the number of days of delay, if any, in completing the Base Building Improvements and/or the Landlord Leasehold Improvements as a result of such Tenant Change Order. The Tenant shall respond to the Tenant Change Order Effect Notice within 5 Business Days of the Tenant's receipt of same by delivering a written approval of such Tenant Change Order Effect Notice. If the Tenant does not deliver a written approval of the Tenant Change Order Effect Notice to the Landlord within said 5-Business Day period, then the Tenant Change Order Effect Notice shall be deemed disapproved. The costs specified in any Tenant Change Order Effect Notice that is approved by the Tenant pursuant to this Section are referred to herein as "**Tenant Change Order Costs**". When calculating Tenant Change Order Costs, Landlord shall take into account the change to the Final Budget after application of Tenant contingencies amounts set out in the Final Budget, if any (which may, upon agreement by the Landlord and the Tenant, be applied to the TI Work Costs). Tenant Change Order Costs shall be paid on a percentage of completion basis. Not more than one time per month, the Landlord shall invoice the Tenant for all applicable outstanding Tenant Change Order Costs, which the Tenant shall pay in full, within Twenty (20) Business Days after receipt of such invoice.

### 4. Project Development Schedule and Estimated Completion:

- a. Promptly after approval of the Final Building Plans, the Landlord shall commence and diligently pursue to Substantial Completion the installation of the Building Improvements in a turn-key, good and workmanlike manner.
- b. The current anticipated schedule setting out timing of the various components of completion of the Building Improvements (the "**Project Development Schedule**") is attached as Schedule "D-2". The Landlord shall revise the Project Development Schedule

following approval of the Final Building Plans and the Final Budget, and thereafter as necessary from time to time and provide updates to the Tenant's representative.

5. Interim Completion, Substantial Completion and Commencement Date:

- a. As used in this Lease, the terms "**Interim Completion**" and any derivations thereof will mean that the Landlord's Work for the Building (or any portion thereof) has been installed in substantial compliance with the provisions of this Work Letter to the point where the Tenant may commence the Tenant's Work.
- b. As used in this Lease, the terms "**Substantial Completion**" and "**Substantially Complete(d)**" and any derivations thereof will mean that the Landlord's Work has been substantially completed except for Punch List Items, Exterior Items, and Long Lead Items. Substantial Completion will be evidenced by (a) written confirmation of Substantial Completion from Landlord's architect, and (b) Landlord obtaining a building inspection report with respect to Landlord's Work from Rocky View County that grants partial or temporary occupancy (or where temporary or partial occupancy cannot be granted because additional tenant improvement permits are required prior to occupancy, then a building inspection report confirming that the final inspection has been completed for Base Building Improvements). The date upon which Substantial Completion is achieved will be the "**Substantial Completion Date**". Landlord will notify Tenant when Substantial Completion has been achieved.
- c. Substantial Completion shall have occurred even though all or any of the following remain to be completed (all of which will be completed by Landlord following Substantial Completion):
  - i. minor details of construction, decoration, caulking, mechanical adjustments, and other so-called "punch-list" items ("**Punch List Items**"),
  - ii. exterior improvements, including but not limited to painting of the exterior of the Building, exterior concrete/sidewalk, landscaping, fencing, striping of parking areas, installation of building graphics/signage, ("**Exterior Items**"), and
  - iii. long lead time items identified in the Project Schedule or during the course of construction ("**Long Lead Time Items**").

The Commencement Date shall be the latest of (1) April 1, 2024, (2) the day following Substantial Completion Date for the entire Building (or the date that Substantial Completion would have occurred but for Tenant Delay(s)) and (3) the expiry of the last running Fixturing Period.

6. Punch-List Items and Inspection:

- a. Within five (5) Business Days prior to the anticipated Substantial Completion Date for the Building or any portion thereof, the representatives of Landlord and Tenant shall conduct a walk-through of the Building (or the relevant portion thereof) and identify Punch List Items, Exterior Items and Long Lead Time Items. Neither Landlord's representative nor Tenant's may unreasonably withhold their agreement on Punch List Items, Exterior Items and Long Lead Time Items. Only one list will be prepared. Landlord shall use reasonable efforts to complete all Punch List Items within sixty (60) days after agreement thereon (subject to Tenant Delays and Force Majeure Delays) or such longer period so long as Landlord is acting in good faith and diligently pursuing completion; however, Landlord shall not be obligated to engage overtime labour in order to complete such items. Landlord shall diligently pursue completion of Exterior Items and Long Lead Time Items within a reasonable period of time following the Substantial Completion Date, taking into consideration, among other things, the seasonality of such work.
- b. Completion of Punch List Items, Exterior Items or Long Lead Time Items will be conclusively evidenced by delivery of a letter from Landlord's architect.
- c. Neither the determination of the Punch List Items, Exterior Items and Long Lead Time Items nor the satisfaction thereof will delay the occurrence of the Commencement Date.
- d. Following such joint inspection and Tenant's taking possession of the Premises, the Landlord's Work shall be accepted "as is" except for (1) Punch List Items reported to Landlord in accordance with this paragraph, or (2) such other items to the extent covered by the Project Warranties.

7. Tenant Delays:

**“Tenant Delays”** means any act or omission of Tenant or its representatives that actually delays the planning for or performance/construction and completion of the Landlord’s Work (or any portion thereof), including, but not limited to, delays resulting from any of the following:

- a. Failure by Tenant to approve the Preliminary Building Plans within the timeline set out in Section 1(c) of this Work Letter (which date will be extended one day for every day Landlord has failed to meet the deadlines imposed on it with respect to approval of same);
- b. Tenant Change Orders to the Final Building Plans;
- c. Delays caused by Tenant Change Orders including, without limitation:
  - i. Tenant Change Orders that request for materials, finishes or installations in addition to or other than Landlord’s building standard finish-out materials which results in a delay in achieving Substantial Completion;
  - ii. Tenant Change Orders with any specification by Tenant of materials with long procurement lead times when materials of comparable quality are more readily available; or
  - iii. The delays referenced in Section 3 of this Work Letter, where the scope of a Tenant Change Order result in Substantial Completion being delayed beyond the anticipated substantial completion date;
- d. Landlord’s inability to obtain, or delay in obtaining, a building permit, final Building Inspection Report or other required governmental approval, inspection, license or certificate or any necessary approval of any architectural control committee or other association required under covenants, conditions or restrictions applicable to the Building, and such inability is due to Tenant’s failure to reasonably cooperate in the approval process;
- e. Failure by Tenant to deliver the Tenant’s Racking Plan by March 15, 2023 or delays caused by Tenant’s racking; and/or
- f. Any other event or occurrence specified in the Lease or this Work Letter as a “Tenant Delay”.

The Landlord shall provide written notice to the Tenant as soon as reasonably possible with respect to any occurrence or expected occurrence of a Tenant Delay, specifying the cause of the Tenant Delay. For certainty, Landlord’s failure to provide written notice to Tenant of a Tenant Delay shall not excuse or otherwise forgive any Tenant Delay, or in any way reduce the extensions granted herein for Tenant Delay. Where requested by the Tenant, the Landlord will use reasonable efforts to mitigate the effect of any Tenant Delay(s), provided that any costs associated with such mitigation shall be at the Tenant’s sole expense.

8. Ownership of Improvements:

All of the Landlord’s Work will be owned by Landlord and, subject to Tenant’s removal and restoration obligations under the Lease, will remain in the Premises at the expiration or early termination of this Lease unless otherwise agreed in writing by Landlord.

9. Force Majeure Delays:

Notwithstanding anything to the contrary contained in this Lease, if the Landlord is bona fide delayed or prevented from the performance of any term, covenant or act required under this Work Letter, by reason of (a) strikes, lock-outs, labor disputes or troubles, material shortages, power failure, restrictive laws, orders (including, without limitation, “shelter in place” or quarantine orders, restrictions on travel, restrictions on movement of persons and restrictions on large gatherings) or regulations put in place by government authorities, epidemic, pandemic, public outbreak of disease, national, regional or local emergency, riots, protests, insurrection, sabotage, rebellion, war, embargo, adverse weather events (as applicable, in excess of any adverse weather events taken into account in the any construction schedules), acts of God, earthquake, explosion or other reason of a like nature, (b) the inability to obtain governmental or utility company approvals, permits, or licenses, the lack of (or inability to obtain) fuel, power, components, or materials required for the performance of the Landlord’s obligations hereunder, the disruption of supply chains, the disruption of transportation systems and any disruption of the labor force resulting from any of the causes set forth in (a), or (b) by reason of any other such cause beyond its control and not avoidable by the exercise of reasonable foresight and/or diligence, regardless of whether such event is foreseen or unforeseen (but excluding the inability to pay for the performance of such obligation) (any such events resulting in a bona fide delay, hindrance and/or prevention, individually and collectively, a **“Force Majeure Event”**), then performance of such term, covenant or

act shall be excused for the period of such delay caused by such Force Majeure Event (such delay, a “**Force Majeure Delay**”) and the Landlord shall be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such Force Majeure Delay. For clarity, a Force Majeure Event will not entitle either the Landlord or Tenant to any compensation for any inconvenience, nuisance or discomfort thereby occasioned or permit either of them to cancel or terminate this Lease (unless a separate right of termination is otherwise expressly set forth elsewhere in this Lease). For certainty, Force Majeure Delays will include delays in achieving Substantial Completion caused by the failure of applicable governmental authorities to, in a customarily timely manner, (i) approve or disapprove applications for building permits or temporary or permanent certificates occupancy or similar permits, or (ii) to make necessary timely inspections of the Building Improvements as such are being constructed.

10. Landlord and Tenant Representatives, Construction Meetings and Reports:

The Tenant and The Landlord shall each designate in writing one or more representatives to act on its behalf in dealing with the other party in matters relating to the Landlord’s Work and Tenant’s Work. Each of the representatives shall (a) fully participate and cooperate with each other to ensure the orderly progression of Landlord’s Work and Tenant’s Work; (b) be qualified to render decisions that are within their delegation of authority or, if outside their delegation of authority, to obtain such decisions in an expedited manner to ensure scope, cost and schedule are maintained; and (c) be authorized to approve Change Orders. Each party shall be bound by any consents or approvals given by such designated representatives. Except as hereinafter provided, either party may, at any time, change its designated representative by giving a minimum of Three (3) Business Days’ notice of a change of designation. The designated representatives shall exert their reasonable commercial efforts to render decisions and take actions in a timely manner so as to avoid unreasonable delay in the other party’s work and actions with respect to the Landlord’s Work.

- a. The Tenant hereby designates Ramesh Nedadur (email: [Ramesh.Nedadur@sierrascs.com](mailto:Ramesh.Nedadur@sierrascs.com); telephone 416-471-2519) and Nabeel Baig (email: [nabeel.baig@sierrascs.com](mailto:nabeel.baig@sierrascs.com); telephone: 416.252.2791 x 278) as its designated representatives.
- b. The Landlord hereby designates Matt Woolsey (email: [matt@yorkrealty.ca](mailto:matt@yorkrealty.ca); telephone: 780.426.7783) and Andrew Rudzitis (email: [andrew@yorkrealty.ca](mailto:andrew@yorkrealty.ca); telephone: 587.572.3175) as its designated representatives.

11. Notices: Notwithstanding anything contained in the Lease, any notices required or permitted to be sent pursuant to this Work Letter may be delivered via email to the contacts Landlord and Tenant have designated below as and when specified in the applicable provision of this Work Letter (each, an “**Email Notice**”). Either party may update its contacts below for purposes of Email Notices given pursuant to this Work Letter by sending the other party an Email Notice in accordance with this Paragraph:

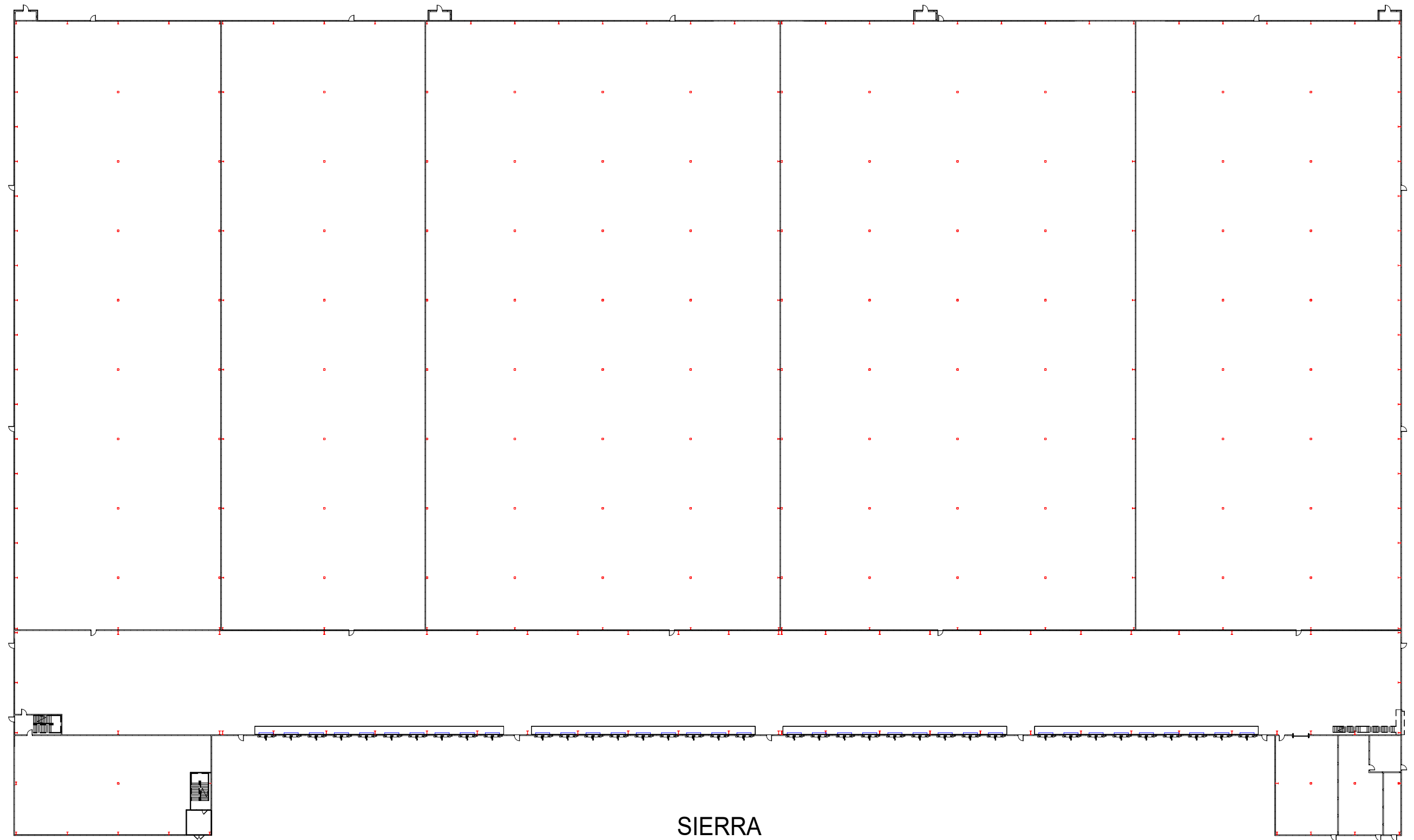
- a. For Landlord: Matt Woolsey (email: [matt@yorkrealty.ca](mailto:matt@yorkrealty.ca); telephone: 780.426.7783) and Andrew Rudzitis (email: [andrew@yorkrealty.ca](mailto:andrew@yorkrealty.ca); telephone: 587.572.3175)
- b. For Tenant: Ramesh Nedadur (email: [Ramesh.Nedadur@sierrascs.com](mailto:Ramesh.Nedadur@sierrascs.com); telephone: 416-471-2519) and Nabeel Baig (email: [nabeel.baig@sierrascs.com](mailto:nabeel.baig@sierrascs.com); telephone: 416.252.2791 x 278).

12. Defined Terms: Capitalized but undefined terms shall have the meaning set forth for such terms in the Lease of which this Work Letter is a part.

**SCHEDULE "D-1"**

**PRELIMINARY BUILDING PLANS**

[See attached]



SIERRA  
Supply Chain Services

Controlled Environment Distribution Building  
Calgary, Alberta

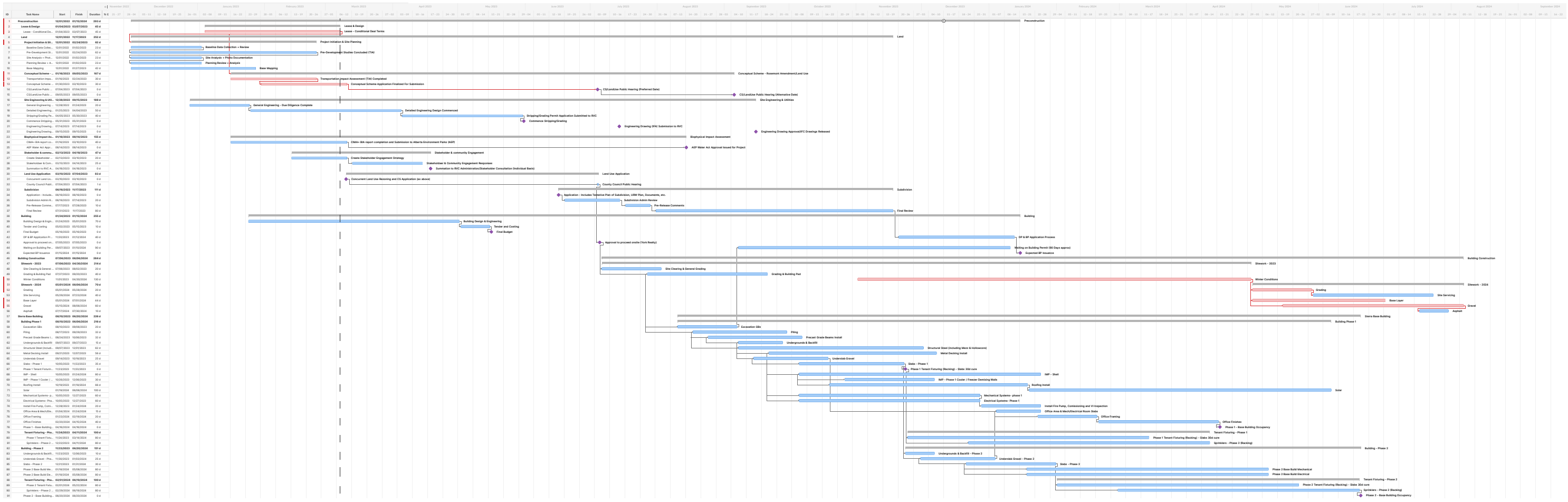
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**SCHEDULE "D-2"**

**PROJECT DEVELOPMENT SCHEDULE**

[See attached]



**SCHEDULE "E"****SAMPLE ANNUAL INSPECTION REPORT REQUEST**

**Sierra Realty (Calgary) Corporation**  
Suite 203, 5090 Explorer Drive  
Mississauga, ON L4W 4T9  
**Attention:** Ramesh Nedadur, Vice-President  
[legal@sierrasc.com](mailto:legal@sierrasc.com).

Dear \_\_\_\_\_:

**Regarding:** Lease Agreement dated \_\_\_\_\_ with respect to the Leased Premises  
located at \_\_\_\_\_ Annual Inspection

Please be advised that we will be scheduling an annual building inspection with you shortly.

As per your lease, you are responsible for the repairs and maintenance of the Building and the Property. In preparation for this inspection, we will be asking to see service reports for the following:

- HVAC systems, including roof top units, radiate heaters, hanging heaters, MUA units, fume extractors, furnaces, hot water tanks, sumps etc.
- Overhead doors and dock levelers.
- Fire prevention systems, including panels, sprinkler systems and fire pump inspections and updating of fire extinguishers.
- Cranes and jibs.
- Racking.
- Roof and Roof Membrane.
- Evaporators, refrigeration units, fans, variable frequency drives, electrical panel and glycol pumps.

Please have these reports or inspection certificates readily available.

Please advise us if you are aware of any other issues in relation to the Building, the Building Systems, landscaping, asphalt, facilities and equipment serving the Building.

We will also want to see any chemicals and fuel storage units on site and will need a list of all chemicals and fuel stored on site.

**SCHEDULE "F"****FORM OF INDEMNITY**

THIS AGREEMENT made as of and from the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**I N D E M N I T Y   A G R E E M E N T**

IN CONSIDERATION OF **SIERRA WINDS BUSINESS PARK INC.** (the "**Landlord**") agreeing to enter into the lease agreement dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "**Lease**") with **SIERRA REALTY (CALGARY) CORPORATION** (the "**Tenant**"), with respect to 350,311 square feet, more or less, in the premises on the lands legally described as Plan 1910413, Block 1, Lot 1, excepting thereout all mines and minerals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **EASTERN MEAT SOLUTIONS INC.** (the "**Indemnifier**") hereby covenants and agrees with and in favour of the Landlord as follows:

1. The Indemnifier shall at all times during the Term of the Lease and any extension or renewal thereof indemnify and save harmless the Landlord from any loss, costs or damages arising out of any failure by the Tenant to pay the Rent, charges and other amounts, or any failure by the Tenant to perform, observe and keep each and every covenant, proviso, condition, covenant and agreement contained in the Lease. The Indemnifier shall, without limiting the generality of the foregoing, be bound by this Agreement in the same manner as though the Indemnifier were the Tenant named in the Lease. Notwithstanding the foregoing, the Indemnifier shall not have any entitlement to occupy the Leased Premises or otherwise enjoy the benefits of the tenancy under the Lease.
2. The covenants of the Indemnifier herein contained are absolute and unconditional and the obligations of the Indemnifier shall not be released, discharged, mitigated, impaired or affected by:
  - a. any neglect or forbearance of the Landlord in endeavoring to obtain payment of the Rent, charges or other amounts required to be paid under the provisions of the Lease as and when the same become due;
  - b. any delay of the Landlord in taking steps to enforce performance or observance of the covenants, provisos, conditions and agreements in the Lease on the part of the Tenant to be performed, observed and kept;
  - c. any waiver by or failure of the Landlord to enforce any of the terms, covenants and conditions contained in the Lease;
  - d. any assignment of the Lease or subletting by the Tenant, or by any trustee, receiver or liquidator or any consent which the Landlord gives to any such assignment or subletting;
  - e. any amendment to the Lease or any waiver by the Tenant of any of its rights out of the Lease;
  - f. any act or failure to act of or by the Landlord with respect to matters contained in the Lease; or
  - g. the expiration or sooner termination of the Lease.
3. The Indemnifier hereby expressly waives notice of the acceptance of this Agreement and all notice of non-performance, non-payment or non-observance on the part of the Tenant of the covenants, provisos, conditions and agreements contained in the Lease. Any notice which the Landlord desires to give to the Indemnifier shall be sufficiently given if delivered in person to the Indemnifier, or if mailed by prepaid registered mail, or certified post addressed to the Indemnifier at the Leased Premises, and every such notice shall be deemed to have been given upon the day it was so delivered in person, or if mailed, Seventy Two (72) hours after it was mailed. The Indemnifier may designate by notice in writing a substitute address for that set forth above.
4. In the event of a default under the Lease or under this Agreement, the Indemnifier waives any right to require the Landlord to pursue any other remedy whatsoever in the Landlord's power.
5. Without limiting the generality of the foregoing, the liability of the Indemnifier under this Agreement shall not be and shall not be deemed to have been waived, released, discharged, impaired or affected by reason of the release or discharge of the Tenant in receivership, bankruptcy, winding-up or other creditors' proceedings, or the rejection, disaffirmation or disclaimer of the Lease in any proceedings, and shall continue with respect to the periods prior thereto and thereafter, for and with respect to the Term as if the Lease had not been disaffirmed or disclaimed, and in furtherance thereof, the Indemnifier agrees, upon any such disaffirmation or disclaimer, that the Indemnifier shall, at the option of the Landlord, become the Tenant of the Landlord upon the same terms and conditions as are contained in the Lease, applied mutatis mutandis. The liability of the Indemnifier shall not be affected by any repossession of the Leased Premises or termination of the Lease by the Landlord, provided, however,

that the net payments received by the Landlord after deducting all costs and expenses of repossessing and reletting the Leased Premises shall be credited from time to time by the Landlord against the indebtedness of the Indemnifier hereunder and the Indemnifier shall pay any balance owing to the Landlord from time to time immediately upon demand.

6. The Indemnifier shall be responsible for and shall pay to the Landlord all costs and expenses arising out of the enforcement or attempts to enforce the covenants of the Tenant under the Lease and the covenants of the Indemnifier hereunder, including, without limitation, accountants' fees and legal fees and costs on a solicitor and his own client full indemnity basis.
7. A statement in writing of an officer of the Landlord as to the indebtedness of the Tenant and the Indemnifier to the Landlord shall be binding upon the Indemnifier and conclusive evidence against the Indemnifier, and all right to question in any way the Landlord's present or future method of dealing with the Tenant, or any person or persons now or hereafter liable to the Landlord for any indebtedness of the Tenant to the Landlord, is hereby waived.
8. The covenants of the Indemnifier shall be, remain and continue operative and binding notwithstanding the sale and disposition of the assets or business of the Tenant or Indemnifier in whole or in part to another or others, or any change in or re-organization of the Tenant, the Indemnifier or the entity resulting from the amalgamation of the Tenant or Indemnifier.
9. It is not necessary for the Landlord to inquire into the power of the Indemnifier or the Tenant, or their respective officers, directors, partners, trustees or agents acting or purporting to act on their behalf, and any indebtedness or obligation made or created in reliance upon the professed exercise of such powers shall form part of the indebtedness and covenants forming the subject matter of this Agreement, even though such indebtedness or covenants are made or created irregularly, fraudulently, defectively or informally by the Tenant or Indemnifier, or their respective officers, directors, partners, trustees or agents, and notwithstanding that the Landlord may have specific notice of the powers of the Tenant or Indemnifier, or their respective officers, directors, partners, trustees or agents.
10. No action or proceedings brought or instituted under this Agreement and no recovery in pursuance thereof shall be a bar or defence to any further action or proceeding which may be brought under this Agreement by reason of any further default hereunder or in the performance and observance of the terms, covenants and conditions contained in the Lease.
11. No modification of this Agreement shall be effective unless the same is in writing and is executed by both the Indemnifier and the Landlord.
12. If the Indemnifier named in this Agreement is a partnership or other business association, the members of which are by virtue of statutory or general law subject to personal liability, the liability of each such member is joint and several.
13. All of the terms, covenants and conditions of this Agreement extend to and are binding upon the Indemnifier and the Indemnifier's heirs, executors, administrators successors and assigns, as the case may be, and enure to the benefit of and may be enforced by the Landlord, its successors and assigns, as the case may be, and any mortgagee, chargee, trustee under a deed of trust, or other encumbrancer of all or any part of the entire premises referred to in the Lease. Any assignment by the Landlord of any of its interests in the Lease operates automatically as an assignment of the benefit of this Indemnity Agreement to the assignee of the Landlord's interests in the Lease.
14. The expressions "Landlord", "Tenant", "Rent", "Term" and "Leased Premises" and other terms or expressions where used in this Agreement have the same meaning as in the Lease.
15. This Agreement shall be construed in accordance with the laws of the Province of Alberta.

IN WITNESS WHEREOF the Indemnifier has signed and sealed this Agreement.

**EASTERN MEAT SOLUTIONS INC.**

Per: \_\_\_\_\_

Name:

Title:

I have authority to bind the corporation.

**SCHEDULE "G"****BASIC RENT CALCULATION**

The Landlord and Tenant have agreed that Basic Rent for the first five years of the Term will be the per annum sum calculated as follows (the "**Initial Per Annum Basic Rent**"):

(Final Project Costs x Yield) + Structural and Vacancy Multiplier

The following terms have the following corresponding meanings:

**"Final Budget"** means the updated Project Budget to be prepared based on the Final Building Plans and approved by Landlord and Tenant prior to Landlord submitting its Building Permit application for the Base Building Improvements to Rocky View County;

**"Final Project Costs"** means the total Project Costs, as set out in the Final Budget;

**"Project Budget"** means the estimated budget attached as Schedule "G-1" hereof;

**"Project Costs"** means each of the types of costs set out as line items in the Project Budget attached as Schedule "G-1" hereof (including the cost for land, hard costs, soft costs, landlord contingency, tenant contingency, development management, broker fees, lender fees, and interest costs). For greater certainty, the Project Costs shall not include the cost of the racking (which shall be funded by the Tenant), or the cost of the provision, installation or maintenance of the Solar Array (the costs of which shall be addressed in a future lease amendment or separate solar agreement);

**"PSF Rate"** means the Basic Rent per square foot rate calculated by dividing the Initial Per Annum Basic Rent by the Floor Area of the Leased Premises (as defined in Section 2 of the Lease);

**"Rate Determination Date"** means the date that the Landlord is ready to submit its Building Permit application for the Base Building Improvements to Rocky View County;

**"Structural and Vacancy Multiplier"** means 1% of the amount calculated by multiplying the Final Project Costs by the Yield;

**"Yield"** means the rate that is 350 bps in excess of the market yield for Government of Canada 5-year bonds as of the Rate Determination Date, provided that the Yield shall have a floor of 6.50% and a Ceiling of 7.75%. By way of example only, a sample Yield calculation effective March 8, 2023 is included in Schedule "G-2";

The Landlord and the Tenant agree as follows:

- (a) Landlord shall provide to the Tenant information pertaining to the Project Costs that it has used for calculation of the Final Budget.
- (b) Prior to submission of the Building Permit Application to Rocky View County for the Base Building Improvements, the parties will approve the Final Budget, with their best estimates of the Project Costs.
- (c) In the event the calculation of Initial Per Annum Basic Rent set out above would result in a PSF Rate that would exceed \$20.00 in Year 1 of the Term, then:
  - (i) The calculation of the Initial Per Annum Basic Rent shall be amended so that only that portion of the Final Project Costs that will result in a PSF Rate of \$20.00 in Year 1 of the Term (the "**Threshold Final Budget Costs**") will be included in the calculation of the Initial Per Annum Basic Rent; and
  - (ii) With respect to the balance of Final Project Costs less the Threshold Final Budget Costs (the "**Excess Final Budget Costs**"), the Tenant shall, within 10 Business Days following receiving calculation of the Excess Final Budget Costs, elect to either:
    - (1) Pay to the Landlord all (or a lesser portion if so elected by the Tenant) of the Excess Final Budget Costs, in which event the Landlord may charge such Excess Final Budget Costs on a progress pay basis, and Tenant shall pay to Landlord the Excess Final Budget Costs (or any portion thereof) within Thirty (30) days after its receipt of an invoice for same; and/or
    - (2) Amortize all of the Excess Final Budget Costs (or the remaining portion of the Excess Final Budget Costs not paid by Tenant pursuant to (1) above, as the case may be) over the Term, in which event such amount shall be amortized over the first twenty (20) years of the Term, with interest accruing at a rate equal to the Yield, which interest shall be calculated semi-annually and paid monthly on the unamortized amount. The Excess Final Budget Costs payable pursuant to this Subsection (2) together with the interest accrued hereunder are

collectively referred to as the "**Rent Escalation Amount**" and the Basic Rent payable hereunder shall be increased by the Rent Escalation Amount. By way of example only, a sample calculation of the Rent Escalation Amount (based on the Yield calculation effective March 8, 2023) is included in Schedule "G-2".

## SCHEDULE "G-1"

**PROJECT BUDGET AND SAMPLE CALCULATION OF INITIAL PER ANNUM BASIC RENT****Sierra Foods****Base Building Costing Summary**

|                      |         |             |
|----------------------|---------|-------------|
| <b>Land Size</b>     | 17.28   | Acres       |
| <b>Land Cost</b>     | 700,000 | Per Acre    |
| <b>Building Size</b> | 354,000 | Square Feet |
|                      | 47.02%  |             |

|                                       | <u>Budget</u>      |                                  |
|---------------------------------------|--------------------|----------------------------------|
| <b>LAND PURCHASE</b>                  | 12,099,019         |                                  |
| <b>BUILDING COSTS</b>                 |                    |                                  |
| Legal /Survey                         | 200,000            |                                  |
| Building Cost                         | 94,065,809         | <i>\$265.72 per square foot</i>  |
| Brokerage Costs                       | 3,971,212          |                                  |
| Tenant Rent Credit                    | -                  |                                  |
|                                       | <u>98,237,021</u>  | <i>\$277.51 per square foot</i>  |
| Contingency                           | 3,929,481          | 4.00%                            |
| Mortgage Brokerage Fee                | 242,814            | 0.25%                            |
| Finance Fee                           | 485,628            | 0.50%                            |
| Interest Costs                        | 5,205,619          |                                  |
| Development Management                | <u>4,086,660</u>   | 4.0%                             |
| <b>TOTAL NEW CONSTRUCTION</b>         | <b>112,187,224</b> | <i>\$316.91</i>                  |
| <b>TOTAL LAND &amp; BASE BUILDING</b> | <b>124,286,243</b> | <i>\$ 351.09 per square foot</i> |

**Rent Assumption - February 28, 2023**

|                        |                |               |
|------------------------|----------------|---------------|
| Building Size          | 354,000        | sf            |
| Rent Threshold         | \$ 20.00       | psf           |
| Annual Rent            | \$ 7,080,000   | @ \$20.00 psf |
| Bonds                  | 3.55%          |               |
| Spread                 | <u>3.50%</u>   |               |
| Current Yield          | 7.05%          |               |
| Total Allowable Budget | \$ 100,425,532 |               |

**Updated Costing**

|                                     |                 |       |
|-------------------------------------|-----------------|-------|
| Current Budget                      | \$ 124,286,243  |       |
| Required Savings                    | \$ (23,860,711) |       |
| Amortized 20/years, bonds + 350 BPS | \$ 2,261,042    | 7.05% |
|                                     | \$ 6.39         |       |

**Revised Rent**

|                          |              |
|--------------------------|--------------|
| Original Basic Rent      | \$ 7,080,000 |
| Amortized Basic Rent     | \$ 2,261,042 |
| Revised Total Basic Rent | \$ 9,341,042 |
|                          | \$ 26.39     |



**SCHEDULE "G-2"****SAMPLE YIELD CALCULATION AND RENT ESCALATION AMOUNT**

By way of example only, Yield calculated as of March 8, 2023 was 7.014%, calculated as follows:

Canada 5 Year Government Bond effective the close of day March 8, 2023 was 3.514%, as retrieved from: <https://www.marketwatch.com/investing/bond/tmbmkca-05y?countrycode=bx>, plus 350 bps. As the result is between the floor of 6.50% and a Ceiling of 7.75%, no further adjustment is required.

By way of example only, the Rent Escalation Amount calculated as of March 8, 2023 would be the following:

**Amortization Schedule****Input Data**

|                               |              |
|-------------------------------|--------------|
| Initial Principal             | \$10,000,000 |
| Annual, nominal interest rate | 7.014000%    |
| Amortization Period (years)   | 20           |
| Initial Date                  | 01-Apr-24    |

**Computed Data**

|                                       |        |         |         |              |
|---------------------------------------|--------|---------|---------|--------------|
| Effective Annual Rate (to 2 decimals) |        |         |         | 7.14%        |
| Periodic Interest Rate                | Annual | 6.9137% | Monthly | 0.576138%    |
| Months to Amortization                |        |         |         | 240          |
| Periodic Payment, Monthly             |        |         |         | \$ 77,012.43 |
| Rounded to nearest cent               |        |         |         | \$ 77,012.43 |
| Rounded to nearest dollar             |        |         |         | \$ 77,012.00 |

| Date      | Payment      | Interest     | Principal    | Extra Payments | Balance         |
|-----------|--------------|--------------|--------------|----------------|-----------------|
| 01-Apr-24 |              |              |              |                | 10,000,000.00   |
| 01-May-24 | \$ 77,012.43 | \$ 57,613.76 | \$ 19,398.67 |                | \$ 9,980,601.33 |
| 01-Jun-24 | \$ 77,012.43 | \$ 57,502.00 | \$ 19,510.43 |                | \$ 9,961,090.90 |
| 01-Jul-24 | \$ 77,012.43 | \$ 57,389.59 | \$ 19,622.84 |                | \$ 9,941,468.06 |
| 01-Aug-24 | \$ 77,012.43 | \$ 57,276.54 | \$ 19,735.89 |                | \$ 9,921,732.17 |
| 01-Sep-24 | \$ 77,012.43 | \$ 57,162.83 | \$ 19,849.60 |                | \$ 9,901,882.57 |
| 01-Oct-24 | \$ 77,012.43 | \$ 57,048.47 | \$ 19,963.96 |                | \$ 9,881,918.61 |
| 01-Nov-24 | \$ 77,012.43 | \$ 56,933.45 | \$ 20,078.98 |                | \$ 9,861,839.63 |
| 01-Dec-24 | \$ 77,012.43 | \$ 56,817.77 | \$ 20,194.66 |                | \$ 9,841,644.97 |
| 01-Jan-25 | \$ 77,012.43 | \$ 56,701.42 | \$ 20,311.01 |                | \$ 9,821,333.96 |
| 01-Feb-25 | \$ 77,012.43 | \$ 56,584.40 | \$ 20,428.03 |                | \$ 9,800,905.93 |
| 01-Mar-25 | \$ 77,012.43 | \$ 56,466.71 | \$ 20,545.72 |                | \$ 9,780,360.21 |
| 01-Apr-25 | \$ 77,012.43 | \$ 56,348.33 | \$ 20,664.10 |                | \$ 9,759,696.11 |
| 01-May-25 | \$ 77,012.43 | \$ 56,229.28 | \$ 20,783.15 |                | \$ 9,738,912.96 |
| 01-Jun-25 | \$ 77,012.43 | \$ 56,109.54 | \$ 20,902.89 |                | \$ 9,718,010.07 |
| 01-Jul-25 | \$ 77,012.43 | \$ 55,989.11 | \$ 21,023.32 |                | \$ 9,696,986.75 |
| 01-Aug-25 | \$ 77,012.43 | \$ 55,867.99 | \$ 21,144.44 |                | \$ 9,675,842.31 |
| 01-Sep-25 | \$ 77,012.43 | \$ 55,746.17 | \$ 21,266.26 |                | \$ 9,654,576.05 |
| 01-Oct-25 | \$ 77,012.43 | \$ 55,623.64 | \$ 21,388.79 |                | \$ 9,633,187.26 |
| 01-Nov-25 | \$ 77,012.43 | \$ 55,500.42 | \$ 21,512.01 |                | \$ 9,611,675.25 |
| 01-Dec-25 | \$ 77,012.43 | \$ 55,376.48 | \$ 21,635.95 |                | \$ 9,590,039.30 |
| 01-Jan-26 | \$ 77,012.43 | \$ 55,251.82 | \$ 21,760.61 |                | \$ 9,568,278.69 |
| 01-Feb-26 | \$ 77,012.43 | \$ 55,126.45 | \$ 21,885.98 |                | \$ 9,546,392.71 |
| 01-Mar-26 | \$ 77,012.43 | \$ 55,000.36 | \$ 22,012.07 |                | \$ 9,524,380.64 |
| 01-Apr-26 | \$ 77,012.43 | \$ 54,873.54 | \$ 22,138.89 |                | \$ 9,502,241.75 |
| 01-May-26 | \$ 77,012.43 | \$ 54,745.99 | \$ 22,266.44 |                | \$ 9,479,975.31 |
| 01-Jun-26 | \$ 77,012.43 | \$ 54,617.70 | \$ 22,394.73 |                | \$ 9,457,580.58 |
| 01-Jul-26 | \$ 77,012.43 | \$ 54,488.68 | \$ 22,523.75 |                | \$ 9,435,056.83 |
| 01-Aug-26 | \$ 77,012.43 | \$ 54,358.91 | \$ 22,653.52 |                | \$ 9,412,403.31 |
| 01-Sep-26 | \$ 77,012.43 | \$ 54,228.40 | \$ 22,784.03 |                | \$ 9,389,619.28 |
| 01-Oct-26 | \$ 77,012.43 | \$ 54,097.13 | \$ 22,915.30 |                | \$ 9,366,703.98 |
| 01-Nov-26 | \$ 77,012.43 | \$ 53,965.10 | \$ 23,047.33 |                | \$ 9,343,656.65 |

|           |              |              |              |  |                 |
|-----------|--------------|--------------|--------------|--|-----------------|
| 01-Dec-26 | \$ 77,012.43 | \$ 53,832.32 | \$ 23,180.11 |  | \$ 9,320,476.54 |
| 01-Jan-27 | \$ 77,012.43 | \$ 53,698.77 | \$ 23,313.66 |  | \$ 9,297,162.88 |
| 01-Feb-27 | \$ 77,012.43 | \$ 53,564.45 | \$ 23,447.98 |  | \$ 9,273,714.90 |
| 01-Mar-27 | \$ 77,012.43 | \$ 53,429.36 | \$ 23,583.07 |  | \$ 9,250,131.83 |
| 01-Apr-27 | \$ 77,012.43 | \$ 53,293.49 | \$ 23,718.94 |  | \$ 9,226,412.89 |
| 01-May-27 | \$ 77,012.43 | \$ 53,156.84 | \$ 23,855.59 |  | \$ 9,202,557.30 |
| 01-Jun-27 | \$ 77,012.43 | \$ 53,019.39 | \$ 23,993.04 |  | \$ 9,178,564.26 |
| 01-Jul-27 | \$ 77,012.43 | \$ 52,881.16 | \$ 24,131.27 |  | \$ 9,154,432.99 |
| 01-Aug-27 | \$ 77,012.43 | \$ 52,742.13 | \$ 24,270.30 |  | \$ 9,130,162.69 |
| 01-Sep-27 | \$ 77,012.43 | \$ 52,602.30 | \$ 24,410.13 |  | \$ 9,105,752.56 |
| 01-Oct-27 | \$ 77,012.43 | \$ 52,461.67 | \$ 24,550.76 |  | \$ 9,081,201.80 |
| 01-Nov-27 | \$ 77,012.43 | \$ 52,320.22 | \$ 24,692.21 |  | \$ 9,056,509.59 |
| 01-Dec-27 | \$ 77,012.43 | \$ 52,177.96 | \$ 24,834.47 |  | \$ 9,031,675.12 |
| 01-Jan-28 | \$ 77,012.43 | \$ 52,034.88 | \$ 24,977.55 |  | \$ 9,006,697.57 |
| 01-Feb-28 | \$ 77,012.43 | \$ 51,890.97 | \$ 25,121.46 |  | \$ 8,981,576.11 |
| 01-Mar-28 | \$ 77,012.43 | \$ 51,746.24 | \$ 25,266.19 |  | \$ 8,956,309.92 |
| 01-Apr-28 | \$ 77,012.43 | \$ 51,600.67 | \$ 25,411.76 |  | \$ 8,930,898.16 |
| 01-May-28 | \$ 77,012.43 | \$ 51,454.26 | \$ 25,558.17 |  | \$ 8,905,339.99 |
| 01-Jun-28 | \$ 77,012.43 | \$ 51,307.01 | \$ 25,705.42 |  | \$ 8,879,634.57 |
| 01-Jul-28 | \$ 77,012.43 | \$ 51,158.91 | \$ 25,853.52 |  | \$ 8,853,781.05 |
| 01-Aug-28 | \$ 77,012.43 | \$ 51,009.96 | \$ 26,002.47 |  | \$ 8,827,778.58 |
| 01-Sep-28 | \$ 77,012.43 | \$ 50,860.15 | \$ 26,152.28 |  | \$ 8,801,626.30 |
| 01-Oct-28 | \$ 77,012.43 | \$ 50,709.48 | \$ 26,302.95 |  | \$ 8,775,323.35 |
| 01-Nov-28 | \$ 77,012.43 | \$ 50,557.94 | \$ 26,454.49 |  | \$ 8,748,868.86 |
| 01-Dec-28 | \$ 77,012.43 | \$ 50,405.52 | \$ 26,606.91 |  | \$ 8,722,261.95 |
| 01-Jan-29 | \$ 77,012.43 | \$ 50,252.23 | \$ 26,760.20 |  | \$ 8,695,501.75 |
| 01-Feb-29 | \$ 77,012.43 | \$ 50,098.06 | \$ 26,914.37 |  | \$ 8,668,587.38 |
| 01-Mar-29 | \$ 77,012.43 | \$ 49,942.99 | \$ 27,069.44 |  | \$ 8,641,517.94 |
| 01-Apr-29 | \$ 77,012.43 | \$ 49,787.04 | \$ 27,225.39 |  | \$ 8,614,292.55 |
| 01-May-29 | \$ 77,012.43 | \$ 49,630.18 | \$ 27,382.25 |  | \$ 8,586,910.30 |
| 01-Jun-29 | \$ 77,012.43 | \$ 49,472.42 | \$ 27,540.01 |  | \$ 8,559,370.29 |
| 01-Jul-29 | \$ 77,012.43 | \$ 49,313.75 | \$ 27,698.68 |  | \$ 8,531,671.61 |
| 01-Aug-29 | \$ 77,012.43 | \$ 49,154.17 | \$ 27,858.26 |  | \$ 8,503,813.35 |
| 01-Sep-29 | \$ 77,012.43 | \$ 48,993.67 | \$ 28,018.76 |  | \$ 8,475,794.59 |
| 01-Oct-29 | \$ 77,012.43 | \$ 48,832.24 | \$ 28,180.19 |  | \$ 8,447,614.40 |
| 01-Nov-29 | \$ 77,012.43 | \$ 48,669.88 | \$ 28,342.55 |  | \$ 8,419,271.85 |
| 01-Dec-29 | \$ 77,012.43 | \$ 48,506.59 | \$ 28,505.84 |  | \$ 8,390,766.01 |
| 01-Jan-30 | \$ 77,012.43 | \$ 48,342.36 | \$ 28,670.07 |  | \$ 8,362,095.94 |
| 01-Feb-30 | \$ 77,012.43 | \$ 48,177.18 | \$ 28,835.25 |  | \$ 8,333,260.69 |
| 01-Mar-30 | \$ 77,012.43 | \$ 48,011.05 | \$ 29,001.38 |  | \$ 8,304,259.31 |
| 01-Apr-30 | \$ 77,012.43 | \$ 47,843.96 | \$ 29,168.47 |  | \$ 8,275,090.84 |
| 01-May-30 | \$ 77,012.43 | \$ 47,675.91 | \$ 29,336.52 |  | \$ 8,245,754.32 |
| 01-Jun-30 | \$ 77,012.43 | \$ 47,506.89 | \$ 29,505.54 |  | \$ 8,216,248.78 |
| 01-Jul-30 | \$ 77,012.43 | \$ 47,336.90 | \$ 29,675.53 |  | \$ 8,186,573.25 |
| 01-Aug-30 | \$ 77,012.43 | \$ 47,165.93 | \$ 29,846.50 |  | \$ 8,156,726.75 |
| 01-Sep-30 | \$ 77,012.43 | \$ 46,993.97 | \$ 30,018.46 |  | \$ 8,126,708.29 |
| 01-Oct-30 | \$ 77,012.43 | \$ 46,821.02 | \$ 30,191.41 |  | \$ 8,096,516.88 |
| 01-Nov-30 | \$ 77,012.43 | \$ 46,647.08 | \$ 30,365.35 |  | \$ 8,066,151.53 |
| 01-Dec-30 | \$ 77,012.43 | \$ 46,472.13 | \$ 30,540.30 |  | \$ 8,035,611.23 |
| 01-Jan-31 | \$ 77,012.43 | \$ 46,296.18 | \$ 30,716.25 |  | \$ 8,004,894.98 |
| 01-Feb-31 | \$ 77,012.43 | \$ 46,119.21 | \$ 30,893.22 |  | \$ 7,974,001.76 |
| 01-Mar-31 | \$ 77,012.43 | \$ 45,941.22 | \$ 31,071.21 |  | \$ 7,942,930.55 |
| 01-Apr-31 | \$ 77,012.43 | \$ 45,762.21 | \$ 31,250.22 |  | \$ 7,911,680.33 |
| 01-May-31 | \$ 77,012.43 | \$ 45,582.17 | \$ 31,430.26 |  | \$ 7,880,250.07 |
| 01-Jun-31 | \$ 77,012.43 | \$ 45,401.08 | \$ 31,611.35 |  | \$ 7,848,638.72 |
| 01-Jul-31 | \$ 77,012.43 | \$ 45,218.96 | \$ 31,793.47 |  | \$ 7,816,845.25 |
| 01-Aug-31 | \$ 77,012.43 | \$ 45,035.79 | \$ 31,976.64 |  | \$ 7,784,868.61 |
| 01-Sep-31 | \$ 77,012.43 | \$ 44,851.56 | \$ 32,160.87 |  | \$ 7,752,707.74 |
| 01-Oct-31 | \$ 77,012.43 | \$ 44,666.27 | \$ 32,346.16 |  | \$ 7,720,361.58 |
| 01-Nov-31 | \$ 77,012.43 | \$ 44,479.91 | \$ 32,532.52 |  | \$ 7,687,829.06 |
| 01-Dec-31 | \$ 77,012.43 | \$ 44,292.47 | \$ 32,719.96 |  | \$ 7,655,109.10 |
| 01-Jan-32 | \$ 77,012.43 | \$ 44,103.96 | \$ 32,908.47 |  | \$ 7,622,200.63 |
| 01-Feb-32 | \$ 77,012.43 | \$ 43,914.36 | \$ 33,098.07 |  | \$ 7,589,102.56 |

|           |              |              |              |  |                 |
|-----------|--------------|--------------|--------------|--|-----------------|
| 01-Mar-32 | \$ 77,012.43 | \$ 43,723.67 | \$ 33,288.76 |  | \$ 7,555,813.80 |
| 01-Apr-32 | \$ 77,012.43 | \$ 43,531.89 | \$ 33,480.54 |  | \$ 7,522,333.26 |
| 01-May-32 | \$ 77,012.43 | \$ 43,338.99 | \$ 33,673.44 |  | \$ 7,488,659.82 |
| 01-Jun-32 | \$ 77,012.43 | \$ 43,144.99 | \$ 33,867.44 |  | \$ 7,454,792.38 |
| 01-Jul-32 | \$ 77,012.43 | \$ 42,949.86 | \$ 34,062.57 |  | \$ 7,420,729.81 |
| 01-Aug-32 | \$ 77,012.43 | \$ 42,753.62 | \$ 34,258.81 |  | \$ 7,386,471.00 |
| 01-Sep-32 | \$ 77,012.43 | \$ 42,556.24 | \$ 34,456.19 |  | \$ 7,352,014.81 |
| 01-Oct-32 | \$ 77,012.43 | \$ 42,357.72 | \$ 34,654.71 |  | \$ 7,317,360.10 |
| 01-Nov-32 | \$ 77,012.43 | \$ 42,158.06 | \$ 34,854.37 |  | \$ 7,282,505.73 |
| 01-Dec-32 | \$ 77,012.43 | \$ 41,957.25 | \$ 35,055.18 |  | \$ 7,247,450.55 |
| 01-Jan-33 | \$ 77,012.43 | \$ 41,755.29 | \$ 35,257.14 |  | \$ 7,212,193.41 |
| 01-Feb-33 | \$ 77,012.43 | \$ 41,552.16 | \$ 35,460.27 |  | \$ 7,176,733.14 |
| 01-Mar-33 | \$ 77,012.43 | \$ 41,347.86 | \$ 35,664.57 |  | \$ 7,141,068.57 |
| 01-Apr-33 | \$ 77,012.43 | \$ 41,142.38 | \$ 35,870.05 |  | \$ 7,105,198.52 |
| 01-May-33 | \$ 77,012.43 | \$ 40,935.72 | \$ 36,076.71 |  | \$ 7,069,121.81 |
| 01-Jun-33 | \$ 77,012.43 | \$ 40,727.87 | \$ 36,284.56 |  | \$ 7,032,837.25 |
| 01-Jul-33 | \$ 77,012.43 | \$ 40,518.82 | \$ 36,493.61 |  | \$ 6,996,343.64 |
| 01-Aug-33 | \$ 77,012.43 | \$ 40,308.57 | \$ 36,703.86 |  | \$ 6,959,639.78 |
| 01-Sep-33 | \$ 77,012.43 | \$ 40,097.10 | \$ 36,915.33 |  | \$ 6,922,724.45 |
| 01-Oct-33 | \$ 77,012.43 | \$ 39,884.42 | \$ 37,128.01 |  | \$ 6,885,596.44 |
| 01-Nov-33 | \$ 77,012.43 | \$ 39,670.51 | \$ 37,341.92 |  | \$ 6,848,254.52 |
| 01-Dec-33 | \$ 77,012.43 | \$ 39,455.37 | \$ 37,557.06 |  | \$ 6,810,697.46 |
| 01-Jan-34 | \$ 77,012.43 | \$ 39,238.99 | \$ 37,773.44 |  | \$ 6,772,924.02 |
| 01-Feb-34 | \$ 77,012.43 | \$ 39,021.36 | \$ 37,991.07 |  | \$ 6,734,932.95 |
| 01-Mar-34 | \$ 77,012.43 | \$ 38,802.48 | \$ 38,209.95 |  | \$ 6,696,723.00 |
| 01-Apr-34 | \$ 77,012.43 | \$ 38,582.34 | \$ 38,430.09 |  | \$ 6,658,292.91 |
| 01-May-34 | \$ 77,012.43 | \$ 38,360.93 | \$ 38,651.50 |  | \$ 6,619,641.41 |
| 01-Jun-34 | \$ 77,012.43 | \$ 38,138.24 | \$ 38,874.19 |  | \$ 6,580,767.22 |
| 01-Jul-34 | \$ 77,012.43 | \$ 37,914.28 | \$ 39,098.15 |  | \$ 6,541,669.07 |
| 01-Aug-34 | \$ 77,012.43 | \$ 37,689.02 | \$ 39,323.41 |  | \$ 6,502,345.66 |
| 01-Sep-34 | \$ 77,012.43 | \$ 37,462.46 | \$ 39,549.97 |  | \$ 6,462,795.69 |
| 01-Oct-34 | \$ 77,012.43 | \$ 37,234.60 | \$ 39,777.83 |  | \$ 6,423,017.86 |
| 01-Nov-34 | \$ 77,012.43 | \$ 37,005.42 | \$ 40,007.01 |  | \$ 6,383,010.85 |
| 01-Dec-34 | \$ 77,012.43 | \$ 36,774.93 | \$ 40,237.50 |  | \$ 6,342,773.35 |
| 01-Jan-35 | \$ 77,012.43 | \$ 36,543.10 | \$ 40,469.33 |  | \$ 6,302,304.02 |
| 01-Feb-35 | \$ 77,012.43 | \$ 36,309.94 | \$ 40,702.49 |  | \$ 6,261,601.53 |
| 01-Mar-35 | \$ 77,012.43 | \$ 36,075.44 | \$ 40,936.99 |  | \$ 6,220,664.54 |
| 01-Apr-35 | \$ 77,012.43 | \$ 35,839.59 | \$ 41,172.84 |  | \$ 6,179,491.70 |
| 01-May-35 | \$ 77,012.43 | \$ 35,602.38 | \$ 41,410.05 |  | \$ 6,138,081.65 |
| 01-Jun-35 | \$ 77,012.43 | \$ 35,363.80 | \$ 41,648.63 |  | \$ 6,096,433.02 |
| 01-Jul-35 | \$ 77,012.43 | \$ 35,123.84 | \$ 41,888.59 |  | \$ 6,054,544.43 |
| 01-Aug-35 | \$ 77,012.43 | \$ 34,882.51 | \$ 42,129.92 |  | \$ 6,012,414.51 |
| 01-Sep-35 | \$ 77,012.43 | \$ 34,639.78 | \$ 42,372.65 |  | \$ 5,970,041.86 |
| 01-Oct-35 | \$ 77,012.43 | \$ 34,395.66 | \$ 42,616.77 |  | \$ 5,927,425.09 |
| 01-Nov-35 | \$ 77,012.43 | \$ 34,150.13 | \$ 42,862.30 |  | \$ 5,884,562.79 |
| 01-Dec-35 | \$ 77,012.43 | \$ 33,903.18 | \$ 43,109.25 |  | \$ 5,841,453.54 |
| 01-Jan-36 | \$ 77,012.43 | \$ 33,654.81 | \$ 43,357.62 |  | \$ 5,798,095.92 |
| 01-Feb-36 | \$ 77,012.43 | \$ 33,405.01 | \$ 43,607.42 |  | \$ 5,754,488.50 |
| 01-Mar-36 | \$ 77,012.43 | \$ 33,153.77 | \$ 43,858.66 |  | \$ 5,710,629.84 |
| 01-Apr-36 | \$ 77,012.43 | \$ 32,901.09 | \$ 44,111.34 |  | \$ 5,666,518.50 |
| 01-May-36 | \$ 77,012.43 | \$ 32,646.94 | \$ 44,365.49 |  | \$ 5,622,153.01 |
| 01-Jun-36 | \$ 77,012.43 | \$ 32,391.34 | \$ 44,621.09 |  | \$ 5,577,531.92 |
| 01-Jul-36 | \$ 77,012.43 | \$ 32,134.26 | \$ 44,878.17 |  | \$ 5,532,653.75 |
| 01-Aug-36 | \$ 77,012.43 | \$ 31,875.70 | \$ 45,136.73 |  | \$ 5,487,517.02 |
| 01-Sep-36 | \$ 77,012.43 | \$ 31,615.65 | \$ 45,396.78 |  | \$ 5,442,120.24 |
| 01-Oct-36 | \$ 77,012.43 | \$ 31,354.10 | \$ 45,658.33 |  | \$ 5,396,461.91 |
| 01-Nov-36 | \$ 77,012.43 | \$ 31,091.05 | \$ 45,921.38 |  | \$ 5,350,540.53 |
| 01-Dec-36 | \$ 77,012.43 | \$ 30,826.48 | \$ 46,185.95 |  | \$ 5,304,354.58 |
| 01-Jan-37 | \$ 77,012.43 | \$ 30,560.38 | \$ 46,452.05 |  | \$ 5,257,902.53 |
| 01-Feb-37 | \$ 77,012.43 | \$ 30,292.75 | \$ 46,719.68 |  | \$ 5,211,182.85 |
| 01-Mar-37 | \$ 77,012.43 | \$ 30,023.58 | \$ 46,988.85 |  | \$ 5,164,194.00 |
| 01-Apr-37 | \$ 77,012.43 | \$ 29,752.86 | \$ 47,259.57 |  | \$ 5,116,934.43 |
| 01-May-37 | \$ 77,012.43 | \$ 29,480.58 | \$ 47,531.85 |  | \$ 5,069,402.58 |

|           |              |              |              |  |                 |
|-----------|--------------|--------------|--------------|--|-----------------|
| 01-Jun-37 | \$ 77,012.43 | \$ 29,206.74 | \$ 47,805.69 |  | \$ 5,021,596.89 |
| 01-Jul-37 | \$ 77,012.43 | \$ 28,931.31 | \$ 48,081.12 |  | \$ 4,973,515.77 |
| 01-Aug-37 | \$ 77,012.43 | \$ 28,654.30 | \$ 48,358.13 |  | \$ 4,925,157.64 |
| 01-Sep-37 | \$ 77,012.43 | \$ 28,375.69 | \$ 48,636.74 |  | \$ 4,876,520.90 |
| 01-Oct-37 | \$ 77,012.43 | \$ 28,095.47 | \$ 48,916.96 |  | \$ 4,827,603.94 |
| 01-Nov-37 | \$ 77,012.43 | \$ 27,813.64 | \$ 49,198.79 |  | \$ 4,778,405.15 |
| 01-Dec-37 | \$ 77,012.43 | \$ 27,530.19 | \$ 49,482.24 |  | \$ 4,728,922.91 |
| 01-Jan-38 | \$ 77,012.43 | \$ 27,245.10 | \$ 49,767.33 |  | \$ 4,679,155.58 |
| 01-Feb-38 | \$ 77,012.43 | \$ 26,958.38 | \$ 50,054.05 |  | \$ 4,629,101.53 |
| 01-Mar-38 | \$ 77,012.43 | \$ 26,670.00 | \$ 50,342.43 |  | \$ 4,578,759.10 |
| 01-Apr-38 | \$ 77,012.43 | \$ 26,379.95 | \$ 50,632.48 |  | \$ 4,528,126.62 |
| 01-May-38 | \$ 77,012.43 | \$ 26,088.24 | \$ 50,924.19 |  | \$ 4,477,202.43 |
| 01-Jun-38 | \$ 77,012.43 | \$ 25,794.85 | \$ 51,217.58 |  | \$ 4,425,984.85 |
| 01-Jul-38 | \$ 77,012.43 | \$ 25,499.76 | \$ 51,512.67 |  | \$ 4,374,472.18 |
| 01-Aug-38 | \$ 77,012.43 | \$ 25,202.98 | \$ 51,809.45 |  | \$ 4,322,662.73 |
| 01-Sep-38 | \$ 77,012.43 | \$ 24,904.49 | \$ 52,107.94 |  | \$ 4,270,554.79 |
| 01-Oct-38 | \$ 77,012.43 | \$ 24,604.27 | \$ 52,408.16 |  | \$ 4,218,146.63 |
| 01-Nov-38 | \$ 77,012.43 | \$ 24,302.33 | \$ 52,710.10 |  | \$ 4,165,436.53 |
| 01-Dec-38 | \$ 77,012.43 | \$ 23,998.65 | \$ 53,013.78 |  | \$ 4,112,422.75 |
| 01-Jan-39 | \$ 77,012.43 | \$ 23,693.21 | \$ 53,319.22 |  | \$ 4,059,103.53 |
| 01-Feb-39 | \$ 77,012.43 | \$ 23,386.02 | \$ 53,626.41 |  | \$ 4,005,477.12 |
| 01-Mar-39 | \$ 77,012.43 | \$ 23,077.06 | \$ 53,935.37 |  | \$ 3,951,541.75 |
| 01-Apr-39 | \$ 77,012.43 | \$ 22,766.32 | \$ 54,246.11 |  | \$ 3,897,295.64 |
| 01-May-39 | \$ 77,012.43 | \$ 22,453.79 | \$ 54,558.64 |  | \$ 3,842,737.00 |
| 01-Jun-39 | \$ 77,012.43 | \$ 22,139.45 | \$ 54,872.98 |  | \$ 3,787,864.02 |
| 01-Jul-39 | \$ 77,012.43 | \$ 21,823.31 | \$ 55,189.12 |  | \$ 3,732,674.90 |
| 01-Aug-39 | \$ 77,012.43 | \$ 21,505.34 | \$ 55,507.09 |  | \$ 3,677,167.81 |
| 01-Sep-39 | \$ 77,012.43 | \$ 21,185.55 | \$ 55,826.88 |  | \$ 3,621,340.93 |
| 01-Oct-39 | \$ 77,012.43 | \$ 20,863.91 | \$ 56,148.52 |  | \$ 3,565,192.41 |
| 01-Nov-39 | \$ 77,012.43 | \$ 20,540.41 | \$ 56,472.02 |  | \$ 3,508,720.39 |
| 01-Dec-39 | \$ 77,012.43 | \$ 20,215.06 | \$ 56,797.37 |  | \$ 3,451,923.02 |
| 01-Jan-40 | \$ 77,012.43 | \$ 19,887.83 | \$ 57,124.60 |  | \$ 3,394,798.42 |
| 01-Feb-40 | \$ 77,012.43 | \$ 19,558.71 | \$ 57,453.72 |  | \$ 3,337,344.70 |
| 01-Mar-40 | \$ 77,012.43 | \$ 19,227.70 | \$ 57,784.73 |  | \$ 3,279,559.97 |
| 01-Apr-40 | \$ 77,012.43 | \$ 18,894.78 | \$ 58,117.65 |  | \$ 3,221,442.32 |
| 01-May-40 | \$ 77,012.43 | \$ 18,559.94 | \$ 58,452.49 |  | \$ 3,162,989.83 |
| 01-Jun-40 | \$ 77,012.43 | \$ 18,223.17 | \$ 58,789.26 |  | \$ 3,104,200.57 |
| 01-Jul-40 | \$ 77,012.43 | \$ 17,884.47 | \$ 59,127.96 |  | \$ 3,045,072.61 |
| 01-Aug-40 | \$ 77,012.43 | \$ 17,543.81 | \$ 59,468.62 |  | \$ 2,985,603.99 |
| 01-Sep-40 | \$ 77,012.43 | \$ 17,201.19 | \$ 59,811.24 |  | \$ 2,925,792.75 |
| 01-Oct-40 | \$ 77,012.43 | \$ 16,856.59 | \$ 60,155.84 |  | \$ 2,865,636.91 |
| 01-Nov-40 | \$ 77,012.43 | \$ 16,510.01 | \$ 60,502.42 |  | \$ 2,805,134.49 |
| 01-Dec-40 | \$ 77,012.43 | \$ 16,161.43 | \$ 60,851.00 |  | \$ 2,744,283.49 |
| 01-Jan-41 | \$ 77,012.43 | \$ 15,810.85 | \$ 61,201.58 |  | \$ 2,683,081.91 |
| 01-Feb-41 | \$ 77,012.43 | \$ 15,458.24 | \$ 61,554.19 |  | \$ 2,621,527.72 |
| 01-Mar-41 | \$ 77,012.43 | \$ 15,103.61 | \$ 61,908.82 |  | \$ 2,559,618.90 |
| 01-Apr-41 | \$ 77,012.43 | \$ 14,746.93 | \$ 62,265.50 |  | \$ 2,497,353.40 |
| 01-May-41 | \$ 77,012.43 | \$ 14,388.19 | \$ 62,624.24 |  | \$ 2,434,729.16 |
| 01-Jun-41 | \$ 77,012.43 | \$ 14,027.39 | \$ 62,985.04 |  | \$ 2,371,744.12 |
| 01-Jul-41 | \$ 77,012.43 | \$ 13,664.51 | \$ 63,347.92 |  | \$ 2,308,396.20 |
| 01-Aug-41 | \$ 77,012.43 | \$ 13,299.54 | \$ 63,712.89 |  | \$ 2,244,683.31 |
| 01-Sep-41 | \$ 77,012.43 | \$ 12,932.46 | \$ 64,079.97 |  | \$ 2,180,603.34 |
| 01-Oct-41 | \$ 77,012.43 | \$ 12,563.28 | \$ 64,449.15 |  | \$ 2,116,154.19 |
| 01-Nov-41 | \$ 77,012.43 | \$ 12,191.96 | \$ 64,820.47 |  | \$ 2,051,333.72 |
| 01-Dec-41 | \$ 77,012.43 | \$ 11,818.51 | \$ 65,193.92 |  | \$ 1,986,139.80 |
| 01-Jan-42 | \$ 77,012.43 | \$ 11,442.90 | \$ 65,569.53 |  | \$ 1,920,570.27 |
| 01-Feb-42 | \$ 77,012.43 | \$ 11,065.13 | \$ 65,947.30 |  | \$ 1,854,622.97 |
| 01-Mar-42 | \$ 77,012.43 | \$ 10,685.18 | \$ 66,327.25 |  | \$ 1,788,295.72 |
| 01-Apr-42 | \$ 77,012.43 | \$ 10,303.04 | \$ 66,709.39 |  | \$ 1,721,586.33 |
| 01-May-42 | \$ 77,012.43 | \$ 9,918.71  | \$ 67,093.72 |  | \$ 1,654,492.61 |
| 01-Jun-42 | \$ 77,012.43 | \$ 9,532.15  | \$ 67,480.28 |  | \$ 1,587,012.33 |
| 01-Jul-42 | \$ 77,012.43 | \$ 9,143.37  | \$ 67,869.06 |  | \$ 1,519,143.27 |
| 01-Aug-42 | \$ 77,012.43 | \$ 8,752.36  | \$ 68,260.07 |  | \$ 1,450,883.20 |

|           |              |             |              |  |                 |
|-----------|--------------|-------------|--------------|--|-----------------|
| 01-Sep-42 | \$ 77,012.43 | \$ 8,359.08 | \$ 68,653.35 |  | \$ 1,382,229.85 |
| 01-Oct-42 | \$ 77,012.43 | \$ 7,963.55 | \$ 69,048.88 |  | \$ 1,313,180.97 |
| 01-Nov-42 | \$ 77,012.43 | \$ 7,565.73 | \$ 69,446.70 |  | \$ 1,243,734.27 |
| 01-Dec-42 | \$ 77,012.43 | \$ 7,165.62 | \$ 69,846.81 |  | \$ 1,173,887.46 |
| 01-Jan-43 | \$ 77,012.43 | \$ 6,763.21 | \$ 70,249.22 |  | \$ 1,103,638.24 |
| 01-Feb-43 | \$ 77,012.43 | \$ 6,358.48 | \$ 70,653.95 |  | \$ 1,032,984.29 |
| 01-Mar-43 | \$ 77,012.43 | \$ 5,951.41 | \$ 71,061.02 |  | \$ 961,923.27   |
| 01-Apr-43 | \$ 77,012.43 | \$ 5,542.00 | \$ 71,470.43 |  | \$ 890,452.84   |
| 01-May-43 | \$ 77,012.43 | \$ 5,130.23 | \$ 71,882.20 |  | \$ 818,570.64   |
| 01-Jun-43 | \$ 77,012.43 | \$ 4,716.09 | \$ 72,296.34 |  | \$ 746,274.30   |
| 01-Jul-43 | \$ 77,012.43 | \$ 4,299.57 | \$ 72,712.86 |  | \$ 673,561.44   |
| 01-Aug-43 | \$ 77,012.43 | \$ 3,880.64 | \$ 73,131.79 |  | \$ 600,429.65   |
| 01-Sep-43 | \$ 77,012.43 | \$ 3,459.30 | \$ 73,553.13 |  | \$ 526,876.52   |
| 01-Oct-43 | \$ 77,012.43 | \$ 3,035.53 | \$ 73,976.90 |  | \$ 452,899.62   |
| 01-Nov-43 | \$ 77,012.43 | \$ 2,609.33 | \$ 74,403.10 |  | \$ 378,496.52   |
| 01-Dec-43 | \$ 77,012.43 | \$ 2,180.66 | \$ 74,831.77 |  | \$ 303,664.75   |
| 01-Jan-44 | \$ 77,012.43 | \$ 1,749.53 | \$ 75,262.90 |  | \$ 228,401.85   |
| 01-Feb-44 | \$ 77,012.43 | \$ 1,315.91 | \$ 75,696.52 |  | \$ 152,705.33   |
| 01-Mar-44 | \$ 77,012.43 | \$ 879.79   | \$ 76,132.64 |  | \$ 76,572.69    |
| 01-Apr-44 | \$ 77,012.43 | \$ 441.16   | \$ 76,571.27 |  | \$ 1.42         |

This is **Exhibit "C"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Montgomery". The signature is written in a cursive style with a large, stylized 'M' at the beginning.

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

**Subject:** RE: Sierra Deposit

**Date:** Monday, July 17, 2023 at 4:42:25 PM Mountain Daylight Saving Time

**From:** Bacon, Kent (Avison Young - CA)

**To:** Andrew Rudzitis, Matt Woolsey

Hi Andrew - I just sent a note to Rob and Ramesh, apologies I was out of the office most of the day today.

Thanks,

**Kent Bacon**

Principal

**Mobile** [+1 403-874-9130](tel:+14038749130)

[kent.bacon@avisonyoung.com](mailto:kent.bacon@avisonyoung.com) | [avisonyoung.com](http://avisonyoung.com)

---

**From:** Andrew Rudzitis <[andrew@yorkrealty.ca](mailto:andrew@yorkrealty.ca)>

**Sent:** July 17, 2023 4:29 PM

**To:** Bacon, Kent (Avison Young - CA) <[kent.bacon@avisonyoung.com](mailto:kent.bacon@avisonyoung.com)>; Matt Woolsey <[matt@yorkrealty.ca](mailto:matt@yorkrealty.ca)>

**Subject:** Re: Sierra Deposit

CAUTION: External Sender

Hi Kent,

Any luck tracking this down?

**Andrew Rudzitis** *Director, Customer Solutions*

**P** [780.421.4000](tel:780.421.4000) Ext. 501 **D** [587.572.3175](tel:587.572.3175) **C** [587.572.3175](tel:587.572.3175)

333 11th Ave SW, Suite 210

Calgary, AB T2R 1L9

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---

**From:** Bacon, Kent (Avison Young - CA) <[kent.bacon@avisonyoung.com](mailto:kent.bacon@avisonyoung.com)>

**Date:** Friday, July 14, 2023 at 1:43 PM

**To:** Matt Woolsey <[matt@yorkrealty.ca](mailto:matt@yorkrealty.ca)>

**Cc:** Andrew Rudzitis <[andrew@yorkrealty.ca](mailto:andrew@yorkrealty.ca)>

**Subject:** RE: Sierra Deposit

Yes will do.

Also I was going to reach out to you has a best case/worst case schedule been circulated yet? I didn't see anything but know it was in the works. I missed the last construction call.

Thanks,

**Kent Bacon**

Principal

**Mobile** [+1 403-874-9130](tel:+14038749130)  
[kent.bacon@avisonyoung.com](mailto:kent.bacon@avisonyoung.com) | [avisonyoung.com](http://avisonyoung.com)

---

**From:** Matt Woolsey <[matt@yorkrealty.ca](mailto:matt@yorkrealty.ca)>  
**Sent:** July 14, 2023 1:39 PM  
**To:** Bacon, Kent (Avison Young - CA) <[kent.bacon@avisonyoung.com](mailto:kent.bacon@avisonyoung.com)>  
**Cc:** Andrew Rudzitis <[andrew@yorkrealty.ca](mailto:andrew@yorkrealty.ca)>  
**Subject:** Sierra Deposit

CAUTION: External Sender

Kent;

Going through our files here, I'm not sure if we received the required LOC from Sierra on their deal.

Can you confirm that they have it and can send?

Thanks,  
Matt

**Matt Woolsey** *President*  
**P** [780.421.4000](tel:780.421.4000) **D** [780.508.0104](tel:780.508.0104) **C** [780.906.6321](tel:780.906.6321)  
10303 Jasper Avenue, Suite 1600  
Edmonton, AB T5J 3N6

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This is **Exhibit "D"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Montgomery". The letter "M" is large and stylized, with a loop at the top. The rest of the name is written in a cursive, flowing style.

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

**Subject:** RE: Sierra Deposit

**Date:** Friday, July 28, 2023 at 3:52:22 PM Mountain Daylight Saving Time

**From:** Bacon, Kent (Avison Young - CA)

**To:** Matt Woolsey

No issues with the LOC their bank manager was away on holidays we'll have it over to you on Monday.

I believe Ramesh was going to send you a note as well.

Thanks,

**Kent Bacon**

Principal

**Mobile** [+1 403-874-9130](tel:+14038749130)

[kent.bacon@avisonyoung.com](mailto:kent.bacon@avisonyoung.com) | [avisonyoung.com](http://avisonyoung.com)

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**From:** Bacon, Kent (Avison Young - CA) <[kent.bacon@avisonyoung.com](mailto:kent.bacon@avisonyoung.com)>

**Sent:** July 28, 2023 1:00 PM

**To:** Matt Woolsey <[matt@yorkrealty.ca](mailto:matt@yorkrealty.ca)>

**Subject:** Re: Sierra Deposit

Apologies Matt - Ramesh had said he would send it directly to you. I just sent him a reminder note and will follow up on Monday to make sure it's taken care of.

Kent Bacon

EVP Industrial Sales & Leasing

Principal

---

**From:** Matt Woolsey <[matt@yorkrealty.ca](mailto:matt@yorkrealty.ca)>

**Sent:** Friday, July 28, 2023 12:40:51 PM

**To:** Bacon, Kent (Avison Young - CA) <[kent.bacon@avisonyoung.com](mailto:kent.bacon@avisonyoung.com)>

**Subject:** Sierra Deposit

CAUTION: External Sender

Hi Kent,

Hope all is well.

Any update on this?

Thanks,

Matt

**Matt Woolsey** *President*

**P** [780.421.4000](tel:780.421.4000) **D** [780.508.0104](tel:780.508.0104) **C** [780.906.6321](tel:780.906.6321)

10303 Jasper Avenue, Suite 1600

Edmonton, AB T5J 3N6

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This is **Exhibit "E"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Douglas Montgomery". The signature is written in a cursive style with a large, stylized initial "D" and "M".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

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**From:** Ramesh Nedadur <Ramesh.Nedadur@sierrascs.com>  
**Sent:** August 3, 2023 5:46 PM  
**To:** Matt Woolsey; Rob Vanden Broek  
**Cc:** Bacon, Kent (Avison Young - CA)  
**Subject:** \$1.5M LC  
**Attachments:** BMT0697221OS - EMS Draft LC.pdf

Hi Matt

Please find enclosed draft LC from BMO. Once you have gone through and approved the language, BMO will issue a final. Thx

Ramesh Nedadur | President and COO  
Sierra Supply Chain Services  
a division of Eastern Meat Solutions Inc.  
5090 Explorer Drive, Suite 203, Mississauga, Ontario. L4W 5X6  
T: 416.252.2791 x 241 M: 416-471-2519 F: 416-252-2544  
E: [ramesh.nedadur@sierrascs.com](mailto:ramesh.nedadur@sierrascs.com)  
[www.sierrasupplychain.com](http://www.sierrasupplychain.com)

**Bank of Montreal**

250 Yonge St., 11th Floor  
Toronto, ON M5B 2L7  
Tel: 416 598-6112  
Fax: 416 598-6076  
SWIFT: BOFMCAT2

**Irrevocable  
Standby Letter of Credit No.: BMT0697221OS**

+++DRAFT+++

ISSUE DATE: AUGUST XXXX, 2023  
EXPIRY DATE: AUGUST XXXX, 2024

BENEFICIARY:  
SIERRA WINDS BUSINESS PARK INC.,  
#1600, 10303 JASPER AVENUE NW,  
EDMONTON, AB T5J 3N6

APPLICANT:  
EASTERN MEAT SOLUTIONS INC.  
5090 EXPLORER DRIVE,  
SUITE 203, MISSISSAUGA,  
ONTARIO, L4W 4T9

AMOUNT: ONE MILLION FIVE HUNDRED THOUSAND AND 00/100'S CANADIAN DOLLARS (CAD1,500,000.00).

WE HEREBY AUTHORIZE YOU TO DRAW ON MONTREAL, GLOBAL TRADE OPERATIONS, 250 YONGE STREET, 11TH FLOOR, TORONTO, ON M5B 2L7, FOR THE ACCOUNT OF EASTERN MEAT SOLUTIONS INC. UP TO AN AGGREGATE AMOUNT OF ONE MILLION FIVE HUNDRED THOUSAND AND 00/100'S CANADIAN DOLLARS (CAD1,500,000.00), AVAILABLE WITH OURSELVES, ON DEMAND, BY PAYMENT, AGAINST PRESENTATION OF THE DOCUMENT(S) DETAILED HEREIN AND OF YOUR DRAFT(S) AT SIGHT DRAWN ON OURSELVES.

PURSUANT TO THE REQUEST OF OUR CUSTOMER, THE SAID EASTERN MEAT SOLUTIONS INC., WE, THE MONTREAL, GLOBAL TRADE OPERATIONS, 250 YONGE STREET, 11TH FLOOR, TORONTO, ON M5B 2L7, HEREBY ESTABLISH AND GIVE TO YOU AN IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOUR IN THE TOTAL AMOUNT OF ONE MILLION FIVE HUNDRED THOUSAND AND 00/100'S CANADIAN DOLLARS (CAD1,500,000.00) WHICH MAY BE DRAWN ON BY YOU AT ANY TIME AND FROM TIME TO TIME UPON WRITTEN DEMAND FOR PAYMENT MADE UPON US BY YOU WHICH DEMAND WE SHALL HONOUR WITHOUT ENQUIRING WHETHER YOU HAVE A RIGHT AS BETWEEN YOURSELF AND OUR SAID CUSTOMER TO MAKE SUCH DEMAND AND WITHOUT RECOGNIZING ANY CLAIM OF OUR SAID CUSTOMER.

PROVIDED, HOWEVER, THAT YOU ARE TO DELIVER TO THE MONTREAL, GLOBAL TRADE OPERATIONS, 250 YONGE STREET, 11TH FLOOR, TORONTO, ON M5B 2L7, AT SUCH TIME AS A WRITTEN DEMAND FOR PAYMENT IS MADE UPON US, A CERTIFICATE SIGNED BY YOU AGREEING AND/OR CONFIRMING THAT MONIES DRAWN PURSUANT TO THIS CREDIT ARE TO BE AND/OR HAVE BEEN EXPENDED PURSUANT TO OBLIGATION INCURRED OR TO BE INCURRED BY YOU RELATIVE TO A LEASE AGREEMENT DATED MARCH 10, 2023 BETWEEN EASTERN MEAT SOLUTIONS INC. AND SIERRA WINDS BUSINESS PARK INC.,

IN RELATION TO THE PREMISES DESCRIBED IN SCHEDULE 'A', LEGAL DESCRIPTION OF LANDS AND PLAN OF LEASED PREMISES PLAN 1910413 BLOCK 1 LOT 1, CONTAINING 14.7 HECTARES (36.32 ACRES) MORE OR LESS EXCEPTING THEREOUT: PLAN NUMBER HECTARES (ACRES) MORE OR LESS ROAD 2211597 0.910 2.25 EXCEPTING THEREOUT ALL MINES AND MINERALS.

THE AMOUNT OF THIS STANDBY LETTER OF CREDIT MAY ONLY BE REDUCED BY DRAWINGS ENDORSED HEREON OR AS ADVISED BY NOTICE IN WRITING TO US BY YOU.

THIS STANDBY LETTER OF CREDIT WILL CONTINUE UP TO AUGUST XXXX, 2024 AND WILL EXPIRE AT OUR COUNTERS ON THAT DATE AND YOU MAY CALL FOR PAYMENT OF THE FULL AMOUNT OUTSTANDING UNDER THIS LETTER OF CREDIT AT ANY TIME PRIOR TO THAT DATE SUBJECT TO THE FOLLOWING:

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRY DATE HEREOF, UNLESS ATLEAST (30) DAYS PRIOR TO SUCH EXPIRY DATE, WE SEND YOU NOTICE IN WRITING BY REGISTERED MAIL OR COURIER, THAT WE ELECT NOT TO CONSIDER THIS STANDBY LETTER OF CREDIT TO BE RENEWABLE FOR AN ADDITIONAL PERIOD. UPON RECEIPT BY YOU OF SUCH NOTICE, YOU MAY DRAW HEREUNDER BY MEANS OF YOUR SIGNED DEMAND FOR PAYMENT CERTIFYING THAT THE AMOUNT DRAWN WILL BE RETAINED AND USED BY YOU TO MEET OBLIGATIONS INCURRED OR TO BE INCURRED UNDER THE LEASE AGREEMENT DATED MARCH 10, 2023 BETWEEN SIERRA WINDS BUSINESS PARK INC., AND EASTERN MEAT SOLUTIONS INC. IN RELATION TO THE PREMISES DESCRIBED IN SCHEDULE 'A' AS INDICATED PREVIOUSLY IN THIS STANDBY LETTER OF CREDIT.

PARTIAL DRAWINGS ARE PERMITTED.

THIS LETTER OF CREDIT IS NOT TRANSFERRABLE.

THE DRAFTS DRAWN UNDER THIS STANDBY LETTER OF CREDIT ARE TO STATE ON THEIR FACE THAT THEY ARE DRAWN UNDER BANK OF MONTREAL, GLOBAL TRADE OPERATIONS, 250 YONGE STREET, 11TH FLOOR, TORONTO, ON M5B 2L7, STANDBY LETTER OF CREDIT STATING ITS NUMBER AND DATE.

WE HEREBY AGREE THAT DRAFTS DRAWN UNDER THIS STANDBY LETTER OF CREDIT WILL BE DULY HONOURED UPON PRESENTATION PROVIDED THAT ALL TERMS AND CONDITIONS OF THE STANDBY LETTER OF CREDIT HAVE BEEN COMPLIED WITH.

THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 ("ISP98"), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 590.

BANK OF MONTREAL

AUTHORIZED SIGNING OFFICER





This is **Exhibit "F"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Montgomery". The signature is written in a cursive style with a large, looped initial "M".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

---

**From:** Daniel Hirsh <daniel@hirshlaw.ca>  
**Sent:** August 24, 2023 7:20 PM  
**To:** Ada Tang  
**Cc:** Sharon Ohayon  
**Subject:** RE: Sierra/ Calgary / indemnity / BMO waiver  
**Attachments:** EMS indemnity.pdf

**External Sender, proceed with caution**

Thanks. Look forward to receiving this long outstanding document, necessary from our standpoint.

In the interim, please find attached a signed copy of the EMS lease indemnity.



**Daniel F Hirsh**  
[Hirshlaw.ca](http://Hirshlaw.ca)  
416.725.5844  
[daniel@hirshlaw.ca](mailto:daniel@hirshlaw.ca)

---

**From:** [Ada Tang](#)  
**Sent:** August 22, 2023 1:35 PM  
**To:** [Daniel Hirsh](#)  
**Cc:** [Sharon Ohayon](#)  
**Subject:** RE: Sierra/ Calgary / indemnity / BMO waiver

Hi Dan,

Thanks for your patience. We are reviewing and will be back to you shortly.

Thanks,  
Ada



**Ada Tang**(she/her) | **Lawyer**  
[atang@wittenlaw.com](mailto:atang@wittenlaw.com) | direct:(780) 701-3775 | reception: (780) 428-0501 | fax:(780) 429-2559  
Witten LLP | [www.wittenlaw.com](http://www.wittenlaw.com)  
Suite 2500, Canadian Western Bank Place, [10303 Jasper Avenue, Edmonton, Alberta](#)T5J 3N6

This communication and any attachment is confidential and may be subject to solicitor-client privilege and/or be exempt from disclosure. There is no intention to waive privilege. It should only be read by the person to whom it is addressed. If you have received this communication in error, please notify us by reply and delete the communication. There is risk of data error and transmission of viruses with electronic communication. Please take appropriate precautions.

No address, whether electronic or otherwise, set out in this email shall be treated as an address provided for the purpose of transmission of data in respect of an action for the purpose of service.

**From:** Daniel Hirsh  
**Sent:** Tuesday, August 22, 2023 4:36 AM  
**To:** Sharon Ohayon  
**Cc:** Ada Tang  
**Subject:** RE: Sierra/ Calgary / indemnity / BMO waiver

**External Sender, proceed with caution**

Sharon, Ada

You have no doubt seen my repeated follow ups with respect to settling and getting the waiver which BMO requires from York Realty. Can we please get that settled and signed.

I would appreciate the courtesy of a response at your earliest convenience. Thanks much.



**Daniel F Hirsh**  
[Hirshlaw.ca](http://Hirshlaw.ca)  
416.725.5844  
[daniel@hirshlaw.ca](mailto:daniel@hirshlaw.ca)

---

**From:** [Daniel Hirsh](#)  
**Sent:** August 8, 2023 1:11 PM  
**To:** [Sharon Ohayon](#)  
**Cc:** [Ada Tang](#)  
**Subject:** Re: Sierra indemnity

I will look. Never heard back from you with respect to several follow-ups for the BMO landlord waiver. Can we get that finalized and signed??

**Daniel Hirsh**  
416.725.5844  
[daniel@hirshlaw.ca](mailto:daniel@hirshlaw.ca)

On Aug 8, 2023, at 1:07 PM, Sharon Ohayon <[sohayon@wittenlaw.com](mailto:sohayon@wittenlaw.com)> wrote:

Hi Dan,

In reviewing our file for the Sierra lease, we do not have a signed copy of the Indemnity Agreement from Eastern Meat Solutions.

Please send if you have a signed copy (or if not, please have the agreement signed and send a signed copy to me).

Thanks,

**Sharon Ohayon**(she/her)|**Lawyer**

[sohayon@wittenlaw.com](mailto:sohayon@wittenlaw.com) | direct: [\(780\) 702-8590](tel:7807028590) | reception: (780) 428-0501 | fax: (780) 429-2559

Witten LLP | [www.wittenlaw.com](http://www.wittenlaw.com)

Suite 2500, Canadian Western Bank Place, [10303 Jasper Avenue, Edmonton, Alberta](#) T5J 3N6

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No address, whether electronic or otherwise, set out in this email shall be treated as an address provided for the purpose of service of process or data in respect of an action for the purpose of service.

THIS AGREEMENT made as of and from the \_\_\_\_ day of \_\_\_\_\_, 2023.

### INDEMNITY AGREEMENT

IN CONSIDERATION OF **SIERRA WINDS BUSINESS PARK INC.** (the "**Landlord**") agreeing to enter into the lease agreement dated March 10, 2023 (the "**Lease**") with **SIERRA REALTY (CALGARY) CORPORATION** (the "**Tenant**"), with respect to 350,311 square feet, more or less, in the premises on the lands legally described as Plan 1910413, Block 1, Lot 1, excepting thereout all mines and minerals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **EASTERN MEAT SOLUTIONS INC.** (the "**Indemnifier**") hereby covenants and agrees with and in favour of the Landlord as follows:

1. The Indemnifier shall at all times during the Term of the Lease and any extension or renewal thereof indemnify and save harmless the Landlord from any loss, costs or damages arising out of any failure by the Tenant to pay the Rent, charges and other amounts, or any failure by the Tenant to perform, observe and keep each and every covenant, proviso, condition, covenant and agreement contained in the Lease. The Indemnifier shall, without limiting the generality of the foregoing, be bound by this Agreement in the same manner as though the Indemnifier were the Tenant named in the Lease. Notwithstanding the foregoing, the Indemnifier shall not have any entitlement to occupy the Leased Premises or otherwise enjoy the benefits of the tenancy under the Lease.
2. The covenants of the Indemnifier herein contained are absolute and unconditional and the obligations of the Indemnifier shall not be released, discharged, mitigated, impaired or affected by:
  - a. any neglect or forbearance of the Landlord in endeavoring to obtain payment of the Rent, charges or other amounts required to be paid under the provisions of the Lease as and when the same become due;
  - b. any delay of the Landlord in taking steps to enforce performance or observance of the covenants, provisos, conditions and agreements in the Lease on the part of the Tenant to be performed, observed and kept;
  - c. any waiver by or failure of the Landlord to enforce any of the terms, covenants and conditions contained in the Lease;
  - d. any assignment of the Lease or subletting by the Tenant, or by any trustee, receiver or liquidator or any consent which the Landlord gives to any such assignment or subletting;
  - e. any amendment to the Lease or any waiver by the Tenant of any of its rights out of the Lease;
  - f. any act or failure to act of or by the Landlord with respect to matters contained in the Lease; or
  - g. the expiration or sooner termination of the Lease.
3. The Indemnifier hereby expressly waives notice of the acceptance of this Agreement and all notice of non-performance, non-payment or non-observance on the part of the Tenant of the covenants, provisos, conditions and agreements contained in the Lease. Any notice which the Landlord desires to give to the Indemnifier shall be sufficiently given if delivered in person to the Indemnifier, or if mailed by prepaid registered mail, or certified post addressed to the Indemnifier at the Leased Premises, and every such notice shall be deemed to have been given upon the day it was so delivered in person, or if mailed, Seventy Two (72) hours after it was mailed. The Indemnifier may designate by notice in writing a substitute address for that set forth above.

4. In the event of a default under the Lease or under this Agreement, the Indemnifier waives any right to require the Landlord to pursue any other remedy whatsoever in the Landlord's power.
5. Without limiting the generality of the foregoing, the liability of the Indemnifier under this Agreement shall not be and shall not be deemed to have been waived, released, discharged, impaired or affected by reason of the release or discharge of the Tenant in receivership, bankruptcy, winding-up or other creditors' proceedings, or the rejection, disaffirmation or disclaimer of the Lease in any proceedings, and shall continue with respect to the periods prior thereto and thereafter, for and with respect to the Term as if the Lease had not been disaffirmed or disclaimed, and in furtherance thereof, the Indemnifier agrees, upon any such disaffirmation or disclaimer, that the Indemnifier shall, at the option of the Landlord, become the Tenant of the Landlord upon the same terms and conditions as are contained in the Lease, applied mutatis mutandis. The liability of the Indemnifier shall not be affected by any repossession of the Leased Premises or termination of the Lease by the Landlord, provided, however, that the net payments received by the Landlord after deducting all costs and expenses of repossessing and reletting the Leased Premises shall be credited from time to time by the Landlord against the indebtedness of the Indemnifier hereunder and the Indemnifier shall pay any balance owing to the Landlord from time to time immediately upon demand.
6. The Indemnifier shall be responsible for and shall pay to the Landlord all costs and expenses arising out of the enforcement or attempts to enforce the covenants of the Tenant under the Lease and the covenants of the Indemnifier hereunder, including, without limitation, accountants' fees and legal fees and costs on a solicitor and his own client full indemnity basis.
7. A statement in writing of an officer of the Landlord as to the indebtedness of the Tenant and the Indemnifier to the Landlord shall be binding upon the Indemnifier and conclusive evidence against the Indemnifier, and all right to question in any way the Landlord's present or future method of dealing with the Tenant, or any person or persons now or hereafter liable to the Landlord for any indebtedness of the Tenant to the Landlord, is hereby waived.
8. The covenants of the Indemnifier shall be, remain and continue operative and binding notwithstanding the sale and disposition of the assets or business of the Tenant or Indemnifier in whole or in part to another or others, or any change in or re-organization of the Tenant, the Indemnifier or the entity resulting from the amalgamation of the Tenant or Indemnifier.
9. It is not necessary for the Landlord to inquire into the power of the Indemnifier or the Tenant, or their respective officers, directors, partners, trustees or agents acting or purporting to act on their behalf, and any indebtedness or obligation made or created in reliance upon the professed exercise of such powers shall form part of the indebtedness and covenants forming the subject matter of this Agreement, even though such indebtedness or covenants are made or created irregularly, fraudulently, defectively or informally by the Tenant or Indemnifier, or their respective officers, directors, partners, trustees or agents, and notwithstanding that the Landlord may have specific notice of the powers of the Tenant or Indemnifier, or their respective officers, directors, partners, trustees or agents.
10. No action or proceedings brought or instituted under this Agreement and no recovery in pursuance thereof shall be a bar or defence to any further action or proceeding which may be brought under this Agreement by reason of any further default hereunder or in the performance and observance of the terms, covenants and conditions contained in the Lease.
11. No modification of this Agreement shall be effective unless the same is in writing and is executed by both the Indemnifier and the Landlord.
12. If the Indemnifier named in this Agreement is a partnership or other business association, the members of which are by virtue of statutory or general law subject to personal liability, the liability of each such member is joint and several.

13. All of the terms, covenants and conditions of this Agreement extend to and are binding upon the Indemnifier and the Indemnifier's heirs, executors, administrators successors and assigns, as the case may be, and enure to the benefit of and may be enforced by the Landlord, its successors and assigns, as the case may be, and any mortgagee, chargee, trustee under a deed of trust, or other encumbrancer of all or any part of the entire premises referred to in the Lease. Any assignment by the Landlord of any of its interests in the Lease operates automatically as an assignment of the benefit of this Indemnity Agreement to the assignee of the Landlord's interests in the Lease.
14. The expressions "Landlord", "Tenant", "Rent", "Term" and "Leased Premises" and other terms or expressions where used in this Agreement have the same meaning as in the Lease.
15. This Agreement shall be construed in accordance with the laws of the Province of Alberta.

IN WITNESS WHEREOF the Indemnifier has signed and sealed this Agreement.

**EASTERN MEAT SOLUTIONS INC.**

Per: 

Name: Rob Vanden Broek

Title: CEO

I have authority to bind the corporation.

This is **Exhibit "G"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Douglas Montgomery". The signature is written in a cursive style with a large, stylized initial "D".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)



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**From:** Ramesh Nedadur <Ramesh.Nedadur@sierrascs.com>  
**Date:** Tuesday, August 29, 2023 at 7:35 PM  
**To:** Andrew Rudzitis <andrew@yorkrealty.ca>  
**Cc:** Christopher Drobot <christopher@yorkrealty.ca>, Matt Woolsey <matt@yorkrealty.ca>, Rob Vanden Broek <Rob.VandenBroek@sierrascs.com>  
**Subject:** LOC

Hi Andrew

This is amended draft for LC. Can you please take a look and see if this works?

Ramesh Nedadur | President and COO  
Sierra Supply Chain Services  
a division of Eastern Meat Solutions Inc.  
5090 Explorer Drive, Suite 203, Mississauga, Ontario. L4W 5X6  
**T:** 416.252.2791 x 241 **M:** 416-471-2519 **F:** 416-252-2544  
**E:** [ramesh.nedadur@sierrascs.com](mailto:ramesh.nedadur@sierrascs.com)  
[www.sierrasupplychain.com](http://www.sierrasupplychain.com)

---

**From:** Andrew Rudzitis <andrew@yorkrealty.ca>  
**Sent:** Wednesday, August 16, 2023 12:04 PM  
**To:** Ramesh Nedadur <Ramesh.Nedadur@sierrascs.com>  
**Cc:** Christopher Drobot <christopher@yorkrealty.ca>  
**Subject:** LOC

[EXTERNAL EMAIL: Proceed with caution]

Hi Ramesh, hope you are doing well!

I've been tasked with following up with you on some questions regarding the LOC while Matt is away on holiday. Can you answer the questions in red? Reach out to me if you want to talk about it.

1. There are some places that refer to Sierra Winds needing to deliver draft(s) drawn under the LOC in order to draw on the LOC. We don't know what these would refer to in practice. If BMO requires a specific document or form to draw on the LOC (and you're agreeable to presenting it when drawing on the LOC), they should provide the form now.

Ramesh - Does BMO require a specific form in order for us to draw upon the LC. If yes, then ask them to include a blank of the form in the LC they provide to us; if no, then those references should be removed.

2. We would like to clarify whether the LOC may be drawn on via fax or email (also contemplated in the Lease) and specifically include the right if it is. You may recall that some Banks will require the original LOC be presented for payment and, if that's the case, drawing on the LOC by fax or email would be an impossibility, but we should find out so that we have certainty how to make a demand for payment if required. If you are required to present the original for payment, as currently drafted, it will need to be sent via registered mail or courier (along with your certificate that it is being drawn on pursuant to the Lease) to their Toronto address as noted in the LOC.

Ramesh – Can we request this change?

3. Indemnity Agreement not received.

Ramesh – Can you provide an update?

**Andrew Rudzitis** *Director, Customer Solutions*

**P** 780.421.4000 Ext. 501 **D** 587.572.3175 **C** 587.572.3175

333 11th Ave SW, Suite 210

Calgary, AB T2R 1L9

**YORK REALTY** *Property Solutions Simplified™*



**Bank of Montreal**

250 Yonge St., 11th Floor  
 Toronto, ON M5B 2L7  
 Tel: 416 598-6112  
 Fax: 416 598-6076  
 SWIFT: BOFMCAT2

**Irrevocable  
 Standby Letter of Credit No.: BMT0697221OS**

+++DRAFT+++

ISSUE DATE: AUGUST XXXX, 2023  
 EXPIRY DATE: AUGUST XXXX, 2024

BENEFICIARY:  
 SIERRA WINDS BUSINESS PARK INC.,  
 #1600, 10303 JASPER AVENUE NW,  
 EDMONTON, AB T5J 3N6

APPLICANT:  
 EASTERN MEAT SOLUTIONS INC.  
 5090 EXPLORER DRIVE,  
 SUITE 203, MISSISSAUGA,  
 ONTARIO, L4W 4T9

AMOUNT: ONE MILLION FIVE HUNDRED THOUSAND AND 00/100'S CANADIAN DOLLARS (CAD1,500,000.00).

WE HEREBY AUTHORIZE YOU TO DRAW ON BANK OF MONTREAL, GLOBAL TRADE OPERATIONS, 250 YONGE STREET, 11TH FLOOR, TORONTO, ON M5B 2L7, FOR THE ACCOUNT OF EASTERN MEAT SOLUTIONS INC. UP TO AN AGGREGATE AMOUNT OF ONE MILLION FIVE HUNDRED THOUSAND AND 00/100'S CANADIAN DOLLARS (CAD1,500,000.00), AVAILABLE WITH OURSELVES, ON DEMAND, BY PAYMENT, AGAINST PRESENTATION OF THE DOCUMENT(S) DETAILED HEREIN.

1. BENEFICIARY'S CERTIFICATE, ON ITS LETTERHEAD, COMPLETED, DATED AND PURPORTEDLY SIGNED BY AN AUTHORIZED INDIVIDUAL STATING:  
 EASTERN MEAT SOLUTIONS INC. HAS FAILED TO FULFILL ITS OBLIGATIONS PURSUANT TO THE LEASE AGREEMENT ENTERED BETWEEN EASTERN MEAT SOLUTIONS INC. AND SIERRA WINDS BUSINESS PARK INC., DATED MARCH 10, 2023. THEREFORE, WE ARE DRAWING FOR CAD....., UNDER LETTER OF CREDIT NO BMT0697221OS. PLEASE WIRE PROCEEDS TO: . . .'

2. THE ORIGINAL OF THIS STANDBY LETTER OF CREDIT FOR OUR ENDORSEMENT AND WILL BE RETURNED TO YOU UNLESS FULLY EXHAUSTED.

PRESENTATION AND PAYMENT OF YOUR DRAWING(S) UNDER THIS STANDBY LETTER OF CREDIT ARE RESTRICTED TO US. WE AGREE WITH YOU TO HONOR YOUR DRAWING(S) PRESENTED IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WHEN RECEIVED AT BANK OF MONTREAL, GLOBAL TRADE OPERATIONS, 250 YONGE STREET,

11TH FLOOR, TORONTO, ON M5B 2L7, ON OR BEFORE THE THEN CURRENT EXPIRATION DATE, UPON WHICH DATE THIS CREDIT EXPIRES, EVEN IF THIS ORIGINAL CREDIT AND AMENDMENT(S), IF ANY, ARE NOT RETURNED TO US FOR CANCELLATION.

DRAWINGS BY FACSIMILE ARE PERMITTED. SUCH DRAWINGS (S) SHALL BE MADE TO FACSIMILE NUMBER 416-598-6075 (EACH SUCH DRAWING, A "FAX DRAWING"); PROVIDED, HOWEVER, THAT A FAX DRAWING WILL NOT BE EFFECTIVELY PRESENTED UNTIL YOU CONFIRM BY TELEPHONE OUR RECEIPT OF SUCH FAX DRAWING BY CALLING US AT TELEPHONE NUMBER 416-598-6112. IF YOU PRESENT A FAX DRAWING UNDER THIS LETTER OF CREDIT YOU DO NOT NEED TO PRESENT THE ORIGINAL OF ANY DRAWING DOCUMENTS, AND IF WE RECEIVE ANY SUCH ORIGINAL DRAWING DOCUMENTS THEY WILL NOT BE EXAMINED BY US. IN THE EVENT OF A FULL AND FINAL DRAWING THE ORIGINAL STANDBY LETTER OF CREDIT MUST BE RETURNED TO US BY OVERNIGHT COURIER.

TERMS OF THIS STANDBY LETTER OF CREDIT WILL CONTINUE UP TO AUGUST XXXX, 2024 AND WILL EXPIRE AT OUR COUNTERS ON THAT DATE AND YOU MAY CALL FOR PAYMENT OF THE FULL AMOUNT OUTSTANDING UNDER THIS LETTER OF CREDIT AT ANY TIME PRIOR TO THAT DATE SUBJECT TO THE FOLLOWING:

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRY DATE HEREOF, UNLESS AT LEAST (30) DAYS PRIOR TO SUCH EXPIRY DATE, WE SEND YOU NOTICE IN WRITING BY REGISTERED MAIL OR COURIER, THAT WE ELECT NOT TO CONSIDER THIS STANDBY LETTER OF CREDIT TO BE RENEWABLE FOR AN ADDITIONAL PERIOD. UPON RECEIPT BY YOU OF SUCH NOTICE, YOU MAY DRAW HEREUNDER BY MEANS OF YOUR SIGNED DEMAND FOR PAYMENT CERTIFYING THAT AT THE AMOUNT DRAWN WILL BE RETAINED AND USED BY YOU TO MEET OBLIGATIONS INCURRED OR TO BE INCURRED UNDER THE LEASE AGREEMENT DATED MARCH 10, 2023 BETWEEN SIERRA WINDS BUSINESS PARK INC., AND EASTERN MEAT SOLUTIONS INC.

PARTIAL DRAWINGS ARE PERMITTED.

THIS LETTER OF CREDIT IS TRANSFERABLE ONE OR MORE TIMES, BUT IN EACH INSTANCE ONLY IN THE FULL AMOUNT AVAILABLE TO BE DRAWN UNDER THIS LETTER OF CREDIT AT THE TIME OF SUCH TRANSFER. ANY SUCH TRANSFER MAY BE EFFECTED ONLY THROUGH BANK OF MONTREAL, AND ONLY UPON PRESENTATION TO US AT OUR PRESENTATION OFFICE SPECIFIED HEREIN OF A DULY EXECUTED TRANSFER REQUEST IN THE FORM ATTACHED HERETO AS EXHIBIT "A", WITH INSTRUCTIONS THEREIN IN BRACKETS COMPLIED WITH, TOGETHER WITH THE ORIGINAL OF THIS LETTER OF CREDIT AND AMENDMENT(S) THERETO. EACH TRANSFER SHALL BE EVIDENCED BY OUR ENDORSEMENT ON THE REVERSE OF THE ORIGINAL OF THIS LETTER OF CREDIT, AND WE SHALL DELIVER SUCH ORIGINAL TO THE TRANSFEREE. THE TRANSFEREE'S NAME SHALL AUTOMATICALLY BE SUBSTITUTED FOR THAT OF THE BENEFICIARY WHEREVER SUCH BENEFICIARY'S NAME APPEARS WITHIN THIS LETTER OF CREDIT. NOTWITHSTANDING ANY OTHER TERMS HEREIN, A TRANSFER MUST COMPLY WITH ALL APPLICABLE LAWS, INCLUDING INTERNATIONAL TRADE SANCTIONS AND ANTI-MONEY LAUNDERING REGULATIONS.

THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 ("ISP98"), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 590.



BANK OF MONTREAL

AUTHORIZED SIGNING OFFICER

THIS IS AN INTEGRAL PART OF STANDBY LETTER OF CREDIT NO. BMT06972210S AND MUST BE ATTACHED THERETO.

EXHIBIT "A" - REQUEST FORM FOR FULL TRANSFER

(TRANSFER FORM TO BE PREPARED ON BENEFICIARY'S COMPANY LETTERHEAD)

DATE:

AMOUNT:

ISSUING BANK'S REFERENCE: BMT06972210S

FOR VALUE RECEIVED, THE UNDERSIGNED BENEFICIARY HEREBY IRREVOCABLY TRANSFERS TO:

NAME OF TRANSFEREE:

ADDRESS OF TRANSFEREE:

OTHER TRANSFEREE INFORMATION:

ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY TO DRAW UNDER THE ABOVE LETTER OF CREDIT UP TO ITS AVAILABLE AMOUNT AS OF THE DATE OF THIS TRANSFER, AS SHOWN ABOVE.

BY THIS TRANSFER, ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY IN SUCH STANDBY LETTER OF CREDIT ARE TRANSFERRED TO THE TRANSFEREE, AND THE TRANSFEREE SHALL HAVE THE SOLE RIGHTS AS BENEFICIARY THEREOF, INCLUDING SOLE RIGHTS RELATING TO ANY AMENDMENTS NOW EXISTING OR HEREAFTER MADE. ALL AMENDMENTS ARE TO BE ADVISED DIRECTLY TO THE TRANSFEREE WITHOUT NECESSITY OF ANY CONSENT OR NOTICE TO THE UNDERSIGNED BENEFICIARY.

THE ORIGINAL OF THIS STANDBY LETTER OF CREDIT IS RETURNED HERewith, TOGETHER WITH ANY AND ALL AMENDMENTS, AND WE ASK YOU TO TRANSFER THE LETTER OF CREDIT AND FORWARD IT DIRECTLY TO THE TRANSFEREE WITH YOUR NOTICE OF TRANSFER.

WE CERTIFY THAT THE TRANSFEREE HAS ACQUIRED BENEFICIARY'S RIGHTS AND OBLIGATIONS IN THE UNDERLYING RELATIONSHIP.

ENCLOSED IS OUR REMITTANCE OF CAD335.00 BEING TRANSFER FEE OF 300.00 PLUS 35.00 COURIER FEE IN PAYMENT OF YOUR TRANSFER COMMISSION, AND IN ADDITION THERETO WE AGREE TO PAY YOU ON DEMAND ANY EXPENSES WHICH MAY BE INCURRED BY YOU IN CONNECTION WITH THIS TRANSFER.

SIGNATURE AUTHENTICATION:

BENEFICIARY'S NAME AS PER L/C:

AUTHORISED SIGNATURE (S) OF BENEFICIARY:

SIGNATURE AUTHENTICATED BY:

.....

(BANK OR NOTARY AUTHORIZED SIGNATURE NAME AND TITLE):

This is **Exhibit "H"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Montgomery". The signature is written in a cursive style with a large, stylized initial "M".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)



---

**From:** Andrew Rudzitis  
**Date:** Wednesday, September 6, 2023 at 10:52 AM  
**To:** Ramesh Nedadur  
**Cc:** Christopher Drobot , Matt Woolsey , Rob Vanden Broek  
**Subject:** Re: LOC

Ramesh, our team has requested the final revisions be reflected in the document. Can we get these incorporated?

1. In the para. starting with "1. Beneficiary's Certificate..." on page 1, it should be revised to read as follows (changes in blue):
  1. BENEFICIARY'S CERTIFICATE, ON ITS LETTERHEAD, COMPLETED, DATED AND PURPORTEDLY SIGNED BY AN AUTHORIZED INDIVIDUAL STATING:  
'THE TENANT HAS FAILED TO FULFILL ITS OBLIGATIONS PURSUANT TO THE LEASE AGREEMENT ENTERED INTO BETWEEN SIERRA REALTY (CALGARY) CORPORATION AND SIERRA WINDS BUSINESS PARK INC., DATED MARCH 10, 2023, AS MAY BE AMENDED, SUPPLEMENTED OR RESTATED FROM TIME TO TIME. THEREFORE, WE AER DRAWING FOR CAD..., UNDER LETTER OF CREDIT NO BMTO697221OS. PLEASE WIRE PROCEEDS TO:...'
2. The 4<sup>th</sup> paragraph on page 2 should be revised to say (changes in blue):

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRY DATE HEREOF, UNLESS AT LEAST (30) DAYS PRIOR TO SUCH EXPIRY DATE, WE SEND YOU NOTICE IN WRITING BY REGISTERED MAIL OR COURIER, THAT WE ELECT NOT TO CONSIDER THIS STANDBY LETTER OF CREDIT TO BE RENEWABLE FOR AN ADDITIONAL PERIOD. UPON RECEIPT BY YOU OF SUCH NOTICE, YOU MAY DRAW HEREUNDER BY MEANS OF YOUR SIGNED DEMAND FOR PAYMENT CERTIFYING THAT AT THE AMOUNT DRAWN WILL BE RETAINED AND USED BY YOU TO MEET OBLIGATIONS INCURRED OR TO BE INCURRED UNDER THE LEASE AGREEMENT DATED MARCH 10, 2023 BETWEEN SIERRA WINDS BUSINESS PARK INC. AND SIERRA REALTY (CALGARY) CORPORATION, AS MAY BE AMENDED, SUPPLEMENTED OR RESTATED FROM TIME TO TIME.
3. The paragraph that previously said: "THE AMOUNT OF THIS STANDBY LETTER OF CREDIT MAY ONLY BE REDUCED BY DRAWINGS ENDORSED HEREON OR AS ADVISED BY NOTICE IN WRITING TO US BY YOU." has been deleted and should be added back. It was previously on page 2 before the "expiry date" paragraph.

**Andrew Rudzitis** *Director, Customer Solutions*  
**P** 780.421.4000 Ext. 501 **D** 587.572.3175 **C** 587.572.3175  
333 11th Ave SW, Suite 210

Calgary, AB T2R 1L9

**YORK REALTY** *Property Solutions Simplified™*

---

**From:** Ramesh Nedadur  
**Date:** Tuesday, August 29, 2023 at 7:35 PM  
**To:** Andrew Rudzitis  
**Cc:** Christopher Drobot , Matt Woolsey , Rob Vanden Broek  
**Subject:** LOC

Hi Andrew

This is amended draft for LC. Can you please take a look and see if this works?

Ramesh Nedadur | President and COO  
 Sierra Supply Chain Services  
 a division of Eastern Meat Solutions Inc.  
 5090 Explorer Drive, Suite 203, Mississauga, Ontario. L4W 5X6  
**T:** 416.252.2791 x 241 **M:** 416-471-2519 **F:** 416-252-2544  
**E:** [ramesh.nedadur@sierrasc.com](mailto:ramesh.nedadur@sierrasc.com)  
[www.sierrasupplychain.com](http://www.sierrasupplychain.com)

---

**From:** Andrew Rudzitis  
**Sent:** Wednesday, August 16, 2023 12:04 PM  
**To:** Ramesh Nedadur  
**Cc:** Christopher Drobot  
**Subject:** LOC

[EXTERNAL EMAIL: Proceed with caution]

Hi Ramesh, hope you are doing well!

I've been tasked with following up with you on some questions regarding the LOC while Matt is away on holiday. Can you answer the questions in **red**? Reach out to me if you want to talk about it.

1. There are some places that refer to Sierra Winds needing to deliver draft(s) drawn under the LOC in order to draw on the LOC. We don't know what these would refer to in practice. If BMO requires a specific document or form to draw on the LOC (and you're agreeable to presenting it when drawing on the LOC), they should provide the form now.

Ramesh - Does BMO require a specific form in order for us to draw upon the LC. If yes, then ask them to include a blank of the form in the LC they provide to us; if no, then those references should be removed.

2. We would like to clarify whether the LOC may be drawn on via fax or email (also contemplated in the Lease) and specifically include the right if it is. You may recall that some Banks will require the original LOC be presented for payment and, if that's the case, drawing on the LOC by fax or email would be an impossibility, but we should find out so that we have certainty how to make a demand for payment if required. If you are required to present the original for payment, as currently drafted, it will need to be sent via registered mail or courier (along with your certificate that it is being drawn on pursuant to the Lease) to their Toronto address as noted in the LOC.

Ramesh – Can we request this change?

3. Indemnity Agreement not received.

Ramesh – Can you provide an update?

**Andrew Rudzitis** *Director, Customer Solutions*

P [780.421.4000](tel:780.421.4000) Ext. 501 D [587.572.3175](tel:587.572.3175) C [587.572.3175](tel:587.572.3175)

333 11th Ave SW, Suite 210

Calgary, AB T2R 1L9

**YORK REALTY** *Property Solutions Simplified™*

This is **Exhibit "I"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Montgomery". The letter "M" is large and stylized, with a loop at the top. The rest of the name is written in a cursive, flowing style.

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

---

**From:** Ramesh Nedadur <Ramesh.Nedadur@sierrasc.com>  
**Sent:** September 26, 2023 3:07 PM  
**To:** Matt Woolsey  
**Cc:** Rob Vanden Broek  
**Subject:** LOC  
**Attachments:** rev SIERRA.pdf

Hi Matt

This is a final ( almost) draft of LC . Have incorporated most of the request from York. Can you please confirm this is good to be issued final. Thx

Ramesh Nedadur | President and COO  
Sierra Supply Chain Services  
a division of Eastern Meat Solutions Inc.  
5090 Explorer Drive, Suite 203, Mississauga, Ontario. L4W 5X6  
**T:** 416.252.2791 x 241 **M:** 416-471-2519 **F:** 416-252-2544  
**E:** [ramesh.nedadur@sierrasc.com](mailto:ramesh.nedadur@sierrasc.com)  
[www.sierrasupplychain.com](http://www.sierrasupplychain.com)

**Bank of Montreal**

250 Yonge St., 11th Floor  
 Toronto, ON M5B 2L7  
 Tel: 416 598-6112  
 Fax: 416 598-6076  
 SWIFT: BOFMCAT2

**Irrevocable****Standby Letter of Credit No.: BMT0697221OS**

+++DRAFT+++

ISSUE DATE: SEPTEMBER XXXX, 2023  
 EXPIRY DATE: SEPTEMBER XXXX, 2024

**BENEFICIARY:**

SIERRA WINDS BUSINESS PARK INC.,  
 #1600, 10303 JASPER AVENUE NW,  
 EDMONTON, AB T5J 3N6

**APPLICANT:**

EASTERN MEAT SOLUTIONS INC., ON BEHALF OF SIERRA REALTY CALGARY CORPORATION.  
 5090 EXPLORER DRIVE,  
 SUITE 203, MISSISSAUGA,  
 ONTARIO, L4W 4T9

AMOUNT: ONE MILLION FIVE HUNDRED THOUSAND AND 00/100'S CANADIAN DOLLARS  
 (CAD1,500,000.00).

WE HEREBY AUTHORIZE YOU TO DRAW ON BANK OF MONTREAL, GLOBAL TRADE OPERATIONS, 250 YONGE STREET, 11TH FLOOR, TORONTO, ON M5B 2L7, FOR THE ACCOUNT OF EASTERN MEAT SOLUTIONS INC. ON BEHALF OF SIERRA REALTY CALGARY CORPORATION UP TO AN AGGREGATE AMOUNT OF ONE MILLION FIVE HUNDRED THOUSAND AND 00/100'S CANADIAN DOLLARS (CAD1,500,000.00), AVAILABLE WITH OURSELVES, ON DEMAND, BY PAYMENT, AGAINST PRESENTATION OF THE DOCUMENT(S) DETAILED HEREIN.

1. BENEFICIARY'S CERTIFICATE, ON ITS LETTERHEAD, COMPLETED, DATED AND PURPORTEDLY SIGNED BY AN AUTHORIZED INDIVIDUAL STATING:

"THE TENANT SIERRA REALTY CALGARY CORPORATION HAS FAILED TO FULFILL ITS OBLIGATIONS PURSUANT TO THE LEASE AGREEMENT ENTERED INTO BETWEEN SIERRA REALTY CALGARY CORPORATION AS TENANT AND SIERRA WINDS BUSINESS PARK INC., AS LANDLORD FOR THE LEASE PREMISES DESCRIBED AS PLAN 1910413 BLOCK 1 LOT 1 DATED MARCH 10, 2023, AS MAY BE AMENDED, SUPPLEMENTED OR RESTATED FROM TIME TO TIME. THEREFORE, WE ARE DRAWING FOR CAD....., UNDER LETTER OF CREDIT NO BMT0697221OS. PLEASE WIRE PROCEEDS TO: ....."

2. THE ORIGINAL OF THIS STANDBY LETTER OF CREDIT FOR OUR ENDORSEMENT AND WILL BE RETURNED TO YOU UNLESS FULLY EXHAUSTED.

PRESENTATION OF YOUR DRAWING(S) UNDER THIS STANDBY LETTER OF CREDIT ARE RESTRICTED TO US. WE AGREE WITH YOU TO HONOR YOUR DRAWING(S) PRESENTED IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WHEN RECEIVED AT BANK OF MONTREAL, GLOBAL TRADE OPERATIONS, 250 YONGE STREET, 11TH FLOOR, TORONTO, ON M5B 2L7, ON OR BEFORE THE THEN CURRENT EXPIRATION DATE.

DRAWINGS BY FACSIMILE ARE PERMITTED. SUCH DRAWINGS (S) SHALL BE MADE TO FACSIMILE NUMBER 416-598-6075 (EACH SUCH DRAWING, A "FAX DRAWING"); PROVIDED, HOWEVER, THAT A FAX DRAWING WILL NOT BE EFFECTIVELY PRESENTED UNTIL YOU CONFIRM BY TELEPHONE OUR RECEIPT OF SUCH FAX DRAWING BY CALLING US AT TELEPHONE NUMBER 416-598-6112. IF YOU PRESENT A FAX DRAWING UNDER THIS LETTER OF CREDIT YOU DO NOT NEED TO PRESENT THE ORIGINAL OF ANY DRAWING DOCUMENTS, AND IF WE RECEIVE ANY SUCH ORIGINAL DRAWING DOCUMENTS THEY WILL NOT BE EXAMINED BY US. IN THE EVENT OF A FULL AND FINAL DRAWING THE ORIGINAL STANDBY LETTER OF CREDIT MUST BE RETURNED TO US BY OVERNIGHT COURIER.

THE AMOUNT OF THIS STANDBY LETTER OF CREDIT MAY ONLY BE REDUCED BY DRAWINGS ENDORSED HEREON OR AS ADVISED BY NOTICE IN WRITING TO US BY YOU.

TERMS OF THIS STANDBY LETTER OF CREDIT WILL CONTINUE UP TO SEPTEMBER XXXX, 2024 AND WILL EXPIRE AT OUR COUNTERS ON THAT DATE AND YOU MAY CALL FOR PAYMENT OF THE FULL AMOUNT OUTSTANDING UNDER THIS LETTER OF CREDIT AT ANY TIME PRIOR TO THAT DATE SUBJECT TO THE FOLLOWING:

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRY DATE HEREOF, UNLESS ATLEAST THIRTY (30) DAYS PRIOR TO SUCH EXPIRY DATE, WE SEND YOU NOTICE IN WRITING BY REGISTERED MAIL OR COURIER, THAT WE ELECT NOT TO CONSIDER THIS STANDBY LETTER OF CREDIT TO BE RENEWABLE FOR AN ADDITIONAL PERIOD. UPON RECEIPT BY YOU OF SUCH NOTICE, YOU MAY DRAW HEREUNDER BY MEANS OF YOUR SIGNED DEMAND FOR PAYMENT CERTIFYING THAT AT THE AMOUNT DRAWN WILL BE RETAINED AND USED BY YOU TO MEET OBLIGATIONS INCURRED OR TO BE INCURRED UNDER THE LEASE AGREEMENT DATED MARCH 10, 2023 BETWEEN SIERRA REALTY CALGARY CORPORATION AS TENANT AND SIERRA WINDS BUSINESS PARK INC., AS LANDLORD FOR THE LEASE PREMISES DESCRIBED AS PLAN 1910413 BLOCK 1 LOT 1 AS MAY BE AMENDED, SUPPLEMENTED OR RESTATED FROM TIME TO TIME.

PARTIAL DRAWINGS ARE PERMITTED.

THIS LETTER OF CREDIT IS TRANSFERABLE ONE OR MORE TIMES, BUT IN EACH INSTANCE ONLY IN THE FULL AMOUNT AVAILABLE TO BE DRAWN UNDER THIS LETTER OF CREDIT AT

THE TIME OF SUCH TRANSFER. ANY SUCH TRANSFER MAY BE EFFECTED ONLY THROUGH BANK OF MONTREAL, AND ONLY UPON PRESENTATION TO US AT OUR PRESENTATION OFFICE SPECIFIED HEREIN OF A DULY EXECUTED TRANSFER REQUEST IN THE FORM ATTACHED HERETO AS EXHIBIT "A", WITH INSTRUCTIONS THEREIN IN BRACKETS COMPLIED WITH, TOGETHER WITH THE ORIGINAL OF THIS LETTER OF CREDIT AND AMENDMENT(S) THERETO. EACH TRANSFER SHALL BE EVIDENCED BY OUR ENDORSEMENT ON THE REVERSE OF THE ORIGINAL OF THIS LETTER OF CREDIT, AND WE SHALL DELIVER SUCH ORIGINAL TO THE TRANSFEREE. THE TRANSFEREE'S NAME SHALL AUTOMATICALLY BE SUBSTITUTED FOR THAT OF THE BENEFICIARY WHEREVER SUCH BENEFICIARY'S NAME APPEARS WITHIN THIS LETTER OF CREDIT. NOTWITHSTANDING ANY OTHER TERMS HEREIN, A TRANSFER MUST COMPLY WITH ALL APPLICABLE LAWS, INCLUDING INTERNATIONAL TRADE SANCTIONS AND ANTI-MONEY LAUNDERING REGULATIONS.

THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 ("ISP98"), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 590.

BANK OF MONTREAL

AUTHORIZED SIGNING OFFICER



THIS IS AN INTEGRAL PART OF STANDBY LETTER OF CREDIT NO. BMT0697221OS AND MUST BE ATTACHED THERETO.

EXHIBIT "A" - REQUEST FORM FOR FULL TRANSFER

(TRANSFER FORM TO BE PREPARED ON BENEFICIARY'S COMPANY LETTERHEAD)

DATE:

AMOUNT:

ISSUING BANK'S REFERENCE: BMT0697221OS

FOR VALUE RECEIVED, THE UNDERSIGNED BENEFICIARY HEREBY IRREVOCABLY TRANSFERS TO:

NAME OF TRANSFEREE:

ADDRESS OF TRANSFEREE:

OTHER TRANSFEREE INFORMATION:

ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY TO DRAW UNDER THE ABOVE LETTER OF CREDIT UP TO ITS AVAILABLE AMOUNT AS OF THE DATE OF THIS TRANSFER, AS SHOWN ABOVE.

BY THIS TRANSFER, ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY IN SUCH STANDBY LETTER OF CREDIT ARE TRANSFERRED TO THE TRANSFEREE, AND THE TRANSFEREE SHALL HAVE THE SOLE RIGHTS AS BENEFICIARY THEREOF, INCLUDING SOLE RIGHTS RELATING TO ANY AMENDMENTS NOW EXISTING OR HEREAFTER MADE. ALL AMENDMENTS ARE TO BE ADVISED DIRECTLY TO THE TRANSFEREE WITHOUT NECESSITY OF ANY CONSENT OR NOTICE TO THE UNDERSIGNED BENEFICIARY.

THE ORIGINAL OF THIS STANDBY LETTER OF CREDIT IS RETURNED HERewith, TOGETHER WITH ANY AND ALL AMENDMENTS, AND WE ASK YOU TO TRANSFER THE LETTER OF CREDIT AND FORWARD IT DIRECTLY TO THE TRANSFEREE WITH YOUR NOTICE OF TRANSFER.

WE CERTIFY THAT THE TRANSFEREE HAS ACQUIRED BENEFICIARY'S RIGHTS AND OBLIGATIONS IN THE UNDERLYING RELATIONSHIP.

ENCLOSED IS OUR REMITTANCE OF CAD335.00 BEING TRANSFER FEE OF CAD300.00 PLUS CAD35.00 COURIER FEE IN PAYMENT OF YOUR TRANSFER COMMISSION, AND IN ADDITION

THERE TO WE AGREE TO PAY YOU ON DEMAND ANY EXPENSES WHICH MAY BE INCURRED BY YOU IN CONNECTION WITH THIS TRANSFER.

SIGNATURE AUTHENTICATION:

BENEFICIARY'S NAME AS PER L/C:

AUTHORISED SIGNATURE (S) OF BENEFICIARY:

SIGNATURE AUTHENTICATED BY:

(BANK OR NOTARY AUTHORIZED SIGNATURE NAME AND TITLE):

This is **Exhibit "J"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Douglas Montgomery". The signature is written in a cursive style with a large, stylized initial "D" and "M".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

---

**From:** Matt Woolsey <matt@yorkrealty.ca>  
**Sent:** October 26, 2023 11:39 PM  
**To:** Ramesh Nedadur; Rob Vanden Broek  
**Subject:** Re: LC

Hi Ramesh,

This is on me – I was waiting on final approval from someone in our office and I didn't follow-up.

We are good with the latest form as presented.

Let me know if/when you would like me to sign.

Matt

**Matt Woolsey** *President*

**P** [780.421.4000](tel:780.421.4000) **D** [780.508.0104](tel:780.508.0104) **C** [780.906.6321](tel:780.906.6321)

10303 Jasper Avenue, Suite 1600

Edmonton, AB T5J 3N6

**YORK REALTY** *Property Solutions Simplified™*

---

**From:** Ramesh Nedadur  
**Date:** Wednesday, October 25, 2023 at 7:13 PM  
**To:** Matt Woolsey , Rob Vanden Broek  
**Subject:** LC

Bank reminded us that we need to get back to them on LC terms and get ok from York. Can I request to look into that .  
Thx

Ramesh Nedadur | President and COO  
Sierra Supply Chain Services  
a division of Eastern Meat Solutions Inc.  
5090 Explorer Drive, Suite 203, Mississauga, Ontario. L4W 5X6  
**T:** 416.252.2791 x 241 **M:** 416-471-2519 **F:** 416-252-2544  
**E:** [ramesh.nedadur@sierrascs.com](mailto:ramesh.nedadur@sierrascs.com)  
[www.sierrasupplychain.com](http://www.sierrasupplychain.com)

This is **Exhibit "K"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Douglas Montgomery". The signature is written in a cursive style with a large, stylized initial "D" and "M".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

---

**From:** Ramesh Nedadur <Ramesh.Nedadur@sierrascs.com>  
**Sent:** November 3, 2023 5:13 PM  
**To:** Matt Woolsey; Rob Vanden Broek  
**Subject:** RE: LC

I have sent our acceptance to the last draft.  
They will issue LC after internal clearances. Thx

Ramesh Nedadur | President and COO  
Sierra Supply Chain Services  
a division of Eastern Meat Solutions Inc.  
5090 Explorer Drive, Suite 203, Mississauga, Ontario. L4W 5X6  
T: 416.252.2791 x 241 M: 416-471-2519 F: 416-252-2544  
E: [ramesh.nedadur@sierrascs.com](mailto:ramesh.nedadur@sierrascs.com)  
[www.sierrasupplychain.com](http://www.sierrasupplychain.com)

---

**From:** Matt Woolsey  
**Sent:** Friday, November 3, 2023 5:07 PM  
**To:** Ramesh Nedadur ; Rob Vanden Broek  
**Subject:** Re: LC

[EXTERNAL EMAIL: Proceed with caution]  
Hi Ramesh,

Hope you are doing well.

Any update on your end for this?

Thanks,  
Matt

**Matt Woolsey** *President*  
P [780.421.4000](tel:780.421.4000) D [780.508.0104](tel:780.508.0104) C [780.906.6321](tel:780.906.6321)  
10303 Jasper Avenue, Suite 1600  
Edmonton, AB T5J 3N6

**YORK REALTY** *Property Solutions Simplified™*

---

**From:** Ramesh Nedadur <[Ramesh.Nedadur@sierrascs.com](mailto:Ramesh.Nedadur@sierrascs.com)>  
**Date:** Wednesday, October 25, 2023 at 7:13 PM  
**To:** Matt Woolsey <[matt@yorkrealty.ca](mailto:matt@yorkrealty.ca)>, Rob Vanden Broek <[Rob.VandenBroek@sierrascs.com](mailto:Rob.VandenBroek@sierrascs.com)>  
**Subject:** LC

Bank reminded us that we need to get back to them on LC terms and get ok from York. Can I request to look into that .  
Thx

Ramesh Nedadur | President and COO  
Sierra Supply Chain Services  
a division of Eastern Meat Solutions Inc.

5090 Explorer Drive, Suite 203, Mississauga, Ontario. L4W 5X6

**T:** 416.252.2791 x 241 **M:** 416-471-2519 **F:** 416-252-2544

**E:** [ramesh.nedadur@sierrasc.com](mailto:ramesh.nedadur@sierrasc.com)

[www.sierrasupplychain.com](http://www.sierrasupplychain.com)

This is **Exhibit "L"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Montgomery". The signature is written in a cursive style with a large, stylized initial "M".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)



---

**From:** Matt Woolsey  
**Sent:** September 11, 2023 7:47 PM  
**To:** Rob Vanden Broek; Ramesh Nedadur; Bacon, Kent (Avison Young - CA)  
**Cc:** John Crawley; Kim Woywitka  
**Subject:** Sierra Costing Summary  
**Attachments:** 09112023 - SIERRA Cost Allocation.pdf; 20230911 - SIERRA - COSTING.xlsm

Guys;

Thanks for your time today.

I am attaching my summary presentation as well as a detailed excel costing sheet. I am available for any questions you have or if you want to just review ideas.

Thanks and talk soon.

Matt

**Matt Woolsey** *President*

**P** 780.421.4000 **D** 780.508.0104 **C** 780.906.6321

10303 Jasper Avenue, Suite 1600

Edmonton, AB T5J 3N6

**YORK REALTY** *Property Solutions Simplified™*

sierra  
SUPPLY CHAIN SERVICES



**Agenda**

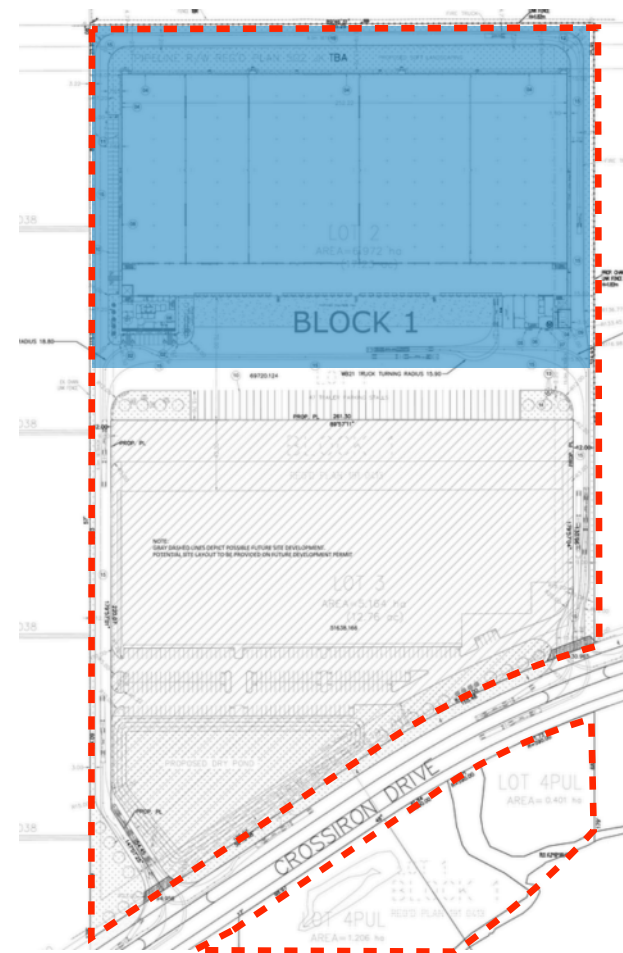
- Development Cost Review
- Building Cost Review
- PC Sum Review and Risk Allocation
- Rent Summary
- Interest Cost Review
- Yield Review

## Development Cost Review

YCI has priced all Civil Work on-site and off-site to be completed simultaneously.

Cost allocation between development and Sierra:

- Developer delivers 2 x rough-graded lots:
  - Lots relatively flat
  - All import and retaining walls to developer
  - Access roads paved
  - Services installed and 'stubbed' at property line

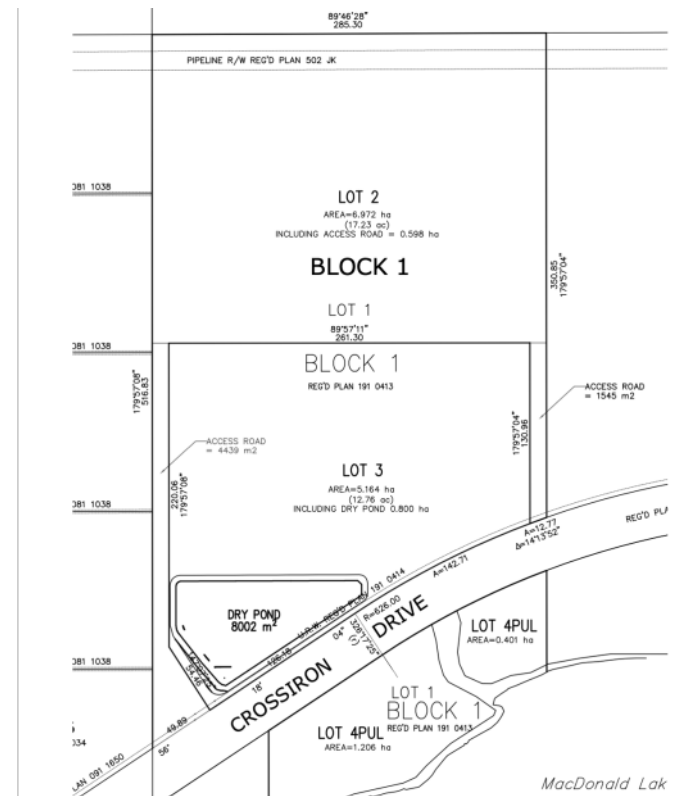


## Development Cost Review

| Capital Costs |    |   | <i>Total</i>  | <i>Development</i> | <i>Sierra</i> |
|---------------|----|---|---------------|--------------------|---------------|
| A             | A1 | Site Grading - Site Area Grading Including Dry Pond     | 4,677,764.79  | 3,326,770.38       | 1,350,994.41  |
|               | A2 | Site Grading - Pond 1 & 2 Grading                       | 1,145,649.16  | 1,145,649.16       | -             |
|               | A3 | Site Grading - Optional Items                           | -             | -                  | -             |
|               |    |   | 5,823,413.95  | 4,472,419.54       | 1,350,994.41  |
| B             | B1 | Underground Utilities - Offsite                         | 3,658,828.38  | 3,658,828.38       | -             |
|               | B2 | Underground Utilities - Onsite                          | 2,337,021.58  | -                  | 2,337,021.58  |
|               |    |   | 5,995,849.96  | 3,658,828.38       | 2,337,021.58  |
| C             | C1 | Surface Works - Offsite                                 | 78,040.73     | 78,040.73          | -             |
|               | C2 | Surface Works - Onsite                                  | 2,419,533.28  | 230,459.47         | 2,189,073.81  |
|               |    |   | 2,497,574.00  | 308,500.19         | 2,189,073.81  |
| D             | D1 | Landscaping - Onsite                                    | 705,022.59    | -                  | 705,022.59    |
|               | D2 | Landscaping - Offsite                                   | 100,000.00    | 100,000.00         | -             |
|               | D3 | Landscaping - Maintenance and Contingency               | 52,811.00     | 52,811.00          | -             |
|               |    |   | 857,833.59    | 152,811.00         | 705,022.59    |
| F             |    | Professional Fees                                       | 1,030,245.00  | 877,345.00         | 152,900.00    |
| G             |    | Geotechnical, Materials and Compliance Testing, Mandrel | 351,046.57    | 250,000.00         | 101,046.57    |
|               |    | SUBTOTAL  | 16,555,963.07 | 9,719,904.11       | 6,836,058.96  |
| H             |    | Construction Management Fee                             | 583,194.25    | 583,194.25         | -             |
|               |    | TOTAL   | 17,139,157.32 | 10,303,098.36      | 6,836,058.96  |

### Development Cost Review

|                    |                  |  |   |
|--------------------|------------------|--|---|
| Sierra Lot         | 17.23            | 61.5%                                  |   |
| Spec Lot           | 10.78            | 38.5%                                  |   |
|                    | 28.01            |  |   |
| <b>COSTING</b>     |                  |  |   |
| Land Purchase      | \$ 5,200,000     |  |   |
| AEPA Compensation  | 250,000          |  |   |
| Offsite Levies     | 1,850,000        |  |   |
| Rezoning Costing   | -                | <i>Budget Included in Construction</i> |   |
| Construction       | 10,303,098       | \$ 367,836                             | per acre                                  |
| Contingency        | 412,124          | 4.00%                                  |   |
|                    | \$ 12,815,222.29 |  |   |
| Carrying Costs     |                  | <u>Int - %</u>                         | <u>Yrs</u>                                |
| Entire Development | \$ 1,056,942     | 9.20%                                  | 0.83 - March - December '23 @ 67% draw    |
| Vacant Lot         | 637,871          | 9.20%                                  | 1.00 - January - December '24 @ 100% draw |
|                    | 1,694,813        |  |   |
| <b>TOTAL</b>       | \$ 19,710,036    |  |   |
|                    | \$ 703,679       | per acre                               |   |



## Building Cost Review

### SUMMARY

|                  |           |                      |                       |
|------------------|-----------|----------------------|-----------------------|
| <b>Sub-Total</b> | <b>\$</b> | <b>96,820,733.99</b> |                       |
| Design Fees      | \$        | 1,510,695.00         | Civil included above  |
| PC SUMS          | \$        | 1,250,000.00         | Heating/Hoarding Only |
| Contingency      | \$        | 2,420,518.35         | 2.5 %                 |
| Bonds            | \$        | -                    |                       |
| Permits          | \$        | 974,245.70           |                       |
| Insurance        | \$        | 822,462.67           |                       |
| Fee @ 6%         | \$        | 6,227,919.34         | 6 %                   |
| <b>TOTAL</b>     | <b>\$</b> | <b>110,026,575</b>   |                       |
| Cost / SF        | \$        | 305.33               |                       |

## Building Cost Review

|                            |                      |                    |                        |  |
|----------------------------|----------------------|--------------------|------------------------|--|
| Total Leaseable (SF)       | 360,353              | 340,650            | 340,650                |  |
|                            |                      |                    |                        |  |
|                            |                      |                    |                        |  |
|                            | <b>York Contract</b> | <b>TI COLD</b>     | <b>York - Previous</b> |  |
| Sub-Total                  | 96,820,734           | 99,768,953         | 82,611,093             |  |
| Design Fees                | 1,510,695            | -                  | 1,405,544              |  |
| PC SUMS                    | 1,250,000            | -                  |                        |  |
| Contingency                | 2,420,518            | 7,138,989          | 2,248,870              |  |
| Bonds                      | -                    | -                  | -                      |  |
| Permits                    | 974,246              | -                  | 1,130,641              |  |
| Insurance                  | 822,463              | -                  | 546,739                |  |
| Fee @ 6%                   | 6,227,919            | 6,306,107          | 7,066,517              |  |
|                            |                      |                    |                        |  |
|                            |                      |                    |                        |  |
| <b>TOTAL PROJECT VALUE</b> | <b>110,026,575</b>   | <b>113,214,048</b> | <b>95,009,404</b>      |  |
| <b>PSF</b>                 | <b>\$305.33</b>      | <b>\$332.35</b>    | <b>\$278.91</b>        |  |



## PC Sum Review & Risk Allocation

|  | Landlord PC Sum | Tenant PC Sum | Tenant Direct* |
|--|-----------------|---------------|----------------|
| Site Demolition - CNOOC Pipe Removal PC SUM                            | \$ 400,000      | \$ -          | \$ -           |
| Pile Casings (due to Water/Wetlands)                                   | 250,000         | -             | -              |
| Cement Stabilization   | 250,000         | -             | -              |
| Retaining Wall - Landscape   | 500,000         | -             | -              |
| Solar  | -               | -             | 5,946,223      |
| Racking  | -               | -             | 29,832,399     |
| Refrigeration  | -               | 17,500,000    | -              |
| Control & Camera Systems   | -               | 610,960       | -              |
| Substitute Aluminum Feeders in lieu of Copper for Distribution Feeders | -               | 502,943       | -              |
| Winter Heating and Hoarding  | 1,250,000       |               |                |
|  | 2,650,000       | 18,613,903    | 35,778,622     |
|  |                 |               |                |
| <i>*(Not Included in Construction Budget)</i>                          |                 |               |                |

### Rent Summary

|                                       |                    |                    |                   |                                  |
|---------------------------------------|--------------------|--------------------|-------------------|----------------------------------|
| <b>Land Size</b>                      | 17.23              | Acres              |                   |                                  |
| <b>Land Cost</b>                      | 703,679            | Per Acre           |                   |                                  |
| <b>Building Size</b>                  | 360,353            | Square Feet        |                   |                                  |
|                                       | 48.01%             |                    |                   |                                  |
|                                       |                    |                    |                   |                                  |
|                                       |                    |                    |                   |                                  |
|                                       |                    |                    |                   |                                  |
|                                       |                    | <u>Budget</u>      | <u>From Lease</u> | <u>+/(-)</u>                     |
|                                       |                    |                    |                   |                                  |
| <b>LAND PURCHASE</b>                  | 12,124,381         | 12,099,019         | 25,362            |                                  |
|                                       |                    |                    |                   |                                  |
| <b>BUILDING COSTS</b>                 |                    |                    |                   |                                  |
| Legal /Survey                         | 200,000            | 200,000            | -                 |                                  |
| Building Cost                         | 110,026,575        | 94,065,809         | 15,960,766        | → Increased Building Size & Cost |
| Brokerage Costs                       | 3,286,134          | 3,971,212          | (685,078)         |                                  |
| Tenant Rent Credit                    | -                  | -                  | -                 |                                  |
|                                       | <u>113,512,709</u> | <u>98,237,021</u>  | <u>15,275,688</u> |                                  |
|                                       |                    |                    |                   |                                  |
| Contingency                           | 4,540,508          | 3,929,481          | 611,028           |                                  |
|                                       |                    |                    |                   |                                  |
| Mortgage Brokerage Fee                | 276,627            | 242,814            | 33,813            |                                  |
| Finance Fee                           | 553,255            | 485,628            | 67,626            |                                  |
| Interest Costs                        | 10,150,957         | 5,205,619          | 4,945,338         | → Increased Rate & Build Length  |
|                                       |                    |                    |                   |                                  |
| Development Management                | <u>4,722,129</u>   | <u>4,086,660</u>   | <u>635,469</u>    |                                  |
|                                       |                    |                    |                   |                                  |
| <b>TOTAL NEW CONSTRUCTION</b>         | <b>133,756,186</b> | <b>112,187,224</b> | 21,568,962        |                                  |
|                                       |                    |                    |                   |                                  |
| <b>TOTAL LAND &amp; BASE BUILDING</b> | <b>145,880,567</b> | <b>124,286,243</b> | 21,594,324        |                                  |

## Rent Summary

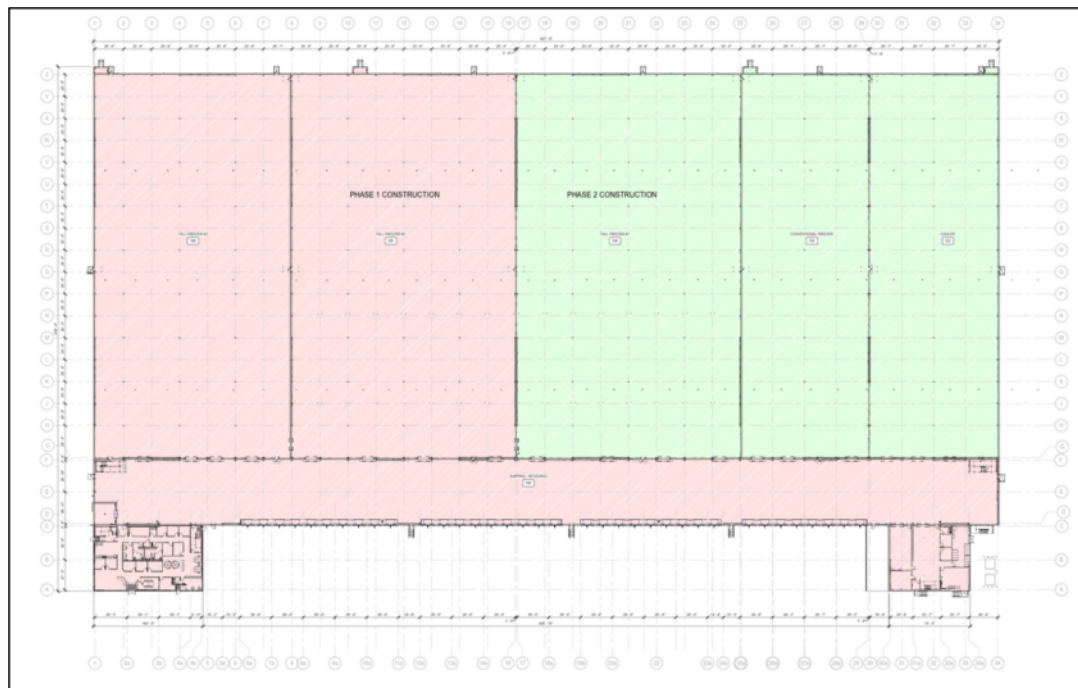
|   | Budget             | From Lease                 | + / (-)           |
|---|--------------------|----------------------------|-------------------|
| <b>TOTAL LAND &amp; BASE BUILDING</b>   | <b>145,880,567</b> | <b>124,286,243</b>         | <b>21,594,324</b> |
| <u>Rent Assumption - @ Market Yield</u> |                    |                            |                   |
| Building Size                           | 360,353            | 354,000 sf                 |                   |
| Rent Threshold                          | \$ 20.00           | \$ 20.00 psf               |                   |
| Annual Rent                             | \$ 7,207,060       | \$ 7,080,000 @ \$20.00 psf |                   |
| Bonds                                   | 3.85%              | 3.55%                      |                   |
| Spread                                  | <del>3.50%</del>   | <del>3.50%</del>           |                   |
| Current Yield                           | 7.35%              | 7.05%                      |                   |
| Total Allowable Budget                  | \$ 98,055,238      | \$ 100,425,532             |                   |
| <u>Updated Costing</u>                  |                    |                            |                   |
| Current Budget                          | \$ 145,880,567     | \$ 124,286,243             |                   |
| Required Savings                        | (47,825,329)       | \$ (23,860,711)            |                   |
| Amortized 20/years, bonds +350 BPS      | \$ 4,637,906       | \$ 2,261,042               |                   |
|   | \$ 12.87           | \$ 6.39                    |                   |
| <u>Revised Rent</u>                     |                    |                            |                   |
| Original Basic Rent                     | \$ 7,207,060       | \$ 7,080,000               |                   |
| Amortized Basic Rent                    | \$ 4,637,906       | \$ 2,261,042               |                   |
| Revised Total Basic Rent                | \$ 11,844,966      | \$ 9,341,042               |                   |
|   | \$ 32.87           | \$ 26.39                   |                   |

**Interest Cost Review**

| <u>Current Budget</u>                | <u>Previous Budget</u>               |
|--------------------------------------|--------------------------------------|
| 9.20 % Construction Debt Cost        | 8.00 % Construction Debt Cost        |
| 23-month Build Cycle                 | 12-month Build Cycle                 |
| 6-month Fixturing Periods            | 30/90-day Fixturing Periods          |
| 2 x staged rent commencement periods | 4 x staged rent commencement periods |
| \$10,150,957                         | \$4,945,338                          |

### Rent Summary

Phase 1 Occupancy: March 1, 2025 - 206,880 sf  
Phase 2 Occupancy: December 1, 2025 - 360,353 sf



## Conclusion

### Previous Budget

- Sierra must be prepared to pay Basic Rent in the \$11.8 mm per year range
- Sierra must be OK with revised timelines and "turnkey" approach
- York will finalize debt offerings to see if budget can be reduced.

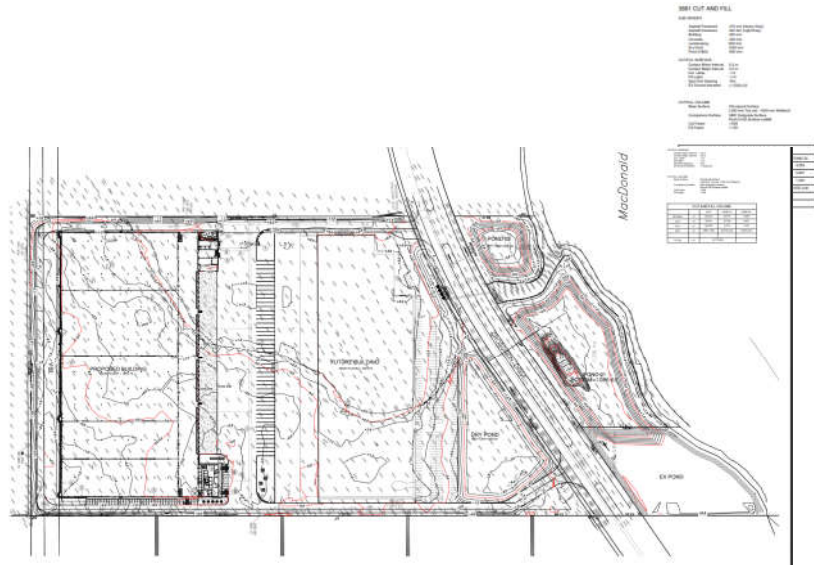
TARGET RENT "FIRM" DATE OF SEPTEMBER 20, 2023

CIVIL COSTING

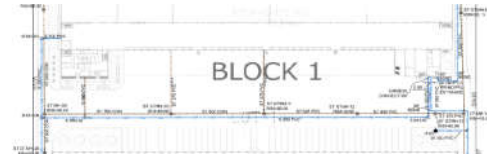
| Summary        |  |  |               | Total         | Development  | Sierra |
|----------------|--|--|---------------|---------------|--------------|--------|
| <b>Capital</b> |  |  |               |               |              |        |
| A              | A1 Site Grading - Site Area Grading Including Dry Pond |  | 4,677,764.79  | 3,326,770.38  | 1,350,994.41 |        |
|                | A2 Site Grading - Pond 1 & 2 Grading                   |  | 1,145,649.16  | 1,145,649.16  | -            |        |
|                | A3 Site Grading - Optional Items                       |  | -             | -             | -            |        |
|                |  |  | 5,823,413.95  | 4,472,419.54  | 1,350,994.41 |        |
| B              | B1 Underground Utilities - Offsite                     |  | 3,658,828.38  | 3,658,828.38  | -            |        |
|                | B2 Underground Utilities - Onsite                      |  | 2,337,021.58  | -             | 2,337,021.58 |        |
|                |  |  | 5,995,849.96  | 3,658,828.38  | 2,337,021.58 |        |
| C              | C1 Surface Works - Offsite                             |  | 78,040.73     | 78,040.73     | -            |        |
|                | C2 Surface Works - Onsite                              |  | 2,419,533.28  | 230,459.47    | 2,189,073.81 |        |
|                |  |  | 2,497,574.00  | 308,500.19    | 2,189,073.81 |        |
| D              | D1 Landscaping - Onsite                                |  | 705,022.59    | -             | 705,022.59   |        |
|                | D2 Landscaping - Offsite                               |  | 100,000.00    | 100,000.00    | -            |        |
|                | D3 Landscaping - Maintenance and Contingency           |  | 52,811.00     | 52,811.00     | -            |        |
|                |  |  | 857,833.59    | 152,811.00    | 705,022.59   |        |
| F              | Professional Fees                                      |  | 1,030,245.00  | 877,345.00    | 152,900.00   |        |
| G              | Geotechnical, Materials and Compliance Testing,        |  | 351,046.57    | 250,000.00    | 101,046.57   |        |
|                | <b>SUBTOTAL</b>  |  | 16,555,963.07 | 9,719,904.11  | 6,836,058.96 |        |
| H              | Construction Management Fee                            |  | 583,194.25    | 583,194.25    | -            |        |
|                | <b>TOTAL</b>   |  | 17,139,157.32 | 10,303,098.36 | 6,836,058.96 |        |

| Description |   |             |                 |                  |                 |                    |   |
|-------------|---|-------------|-----------------|------------------|-----------------|--------------------|---|
| <b>A1</b>   | <b>Site Grading - Site Area Grading Including Dry</b>     | <i>Unit</i> | <i>Quantity</i> | <i>Unit Rate</i> | <i>Total</i>    | <i>Development</i> | <i>Sierra</i>                                       |
| 1           | Mob & Fixed costs, silt fence, construction entrance -    | ls          | 1.00            | \$ 116,235.82    | \$ 116,235.82   | \$ -               | -   |
| 2           | Dewatering Wetlands                                       | ls          | 1.00            | -                | -               | -                  | -   |
| 2           | Strip Loam and Dispose Offsite (Dry) - 2023               | m3          | 5,569.00        | 25.32            | 141,007.08      | 141,007.08         | -   |
| 3           | Strip Loam and Dispose Offsite (Dry) - 2024               | m3          | 3,601.00        | 31.55            | 113,611.55      | 113,611.55         | -   |
| 3           | Strip Loam and Dispose Offsite (Wet - Hoe and Truck) -    | m3          | 1,500.00        | 25.32            | 37,980.00       | 37,980.00          | -   |
| 3           | Strip Loam and Dispose Offsite (Wet - Hoe and Truck) -    | m3          | 48,073.00       | 31.55            | 1,516,703.15    | 1,516,703.15       | -   |
| 4           | Strip Loam and Stockpile Onsite (Dry) - 2023              | m3          | 8,780.00        | 4.20             | 36,876.00       | 36,876.00          | -   |
| 4           | Strip Loam and Stockpile Onsite (Intermediate) - 2023     | m3          | 2,000.00        | 6.06             | 12,120.00       | 12,120.00          | -   |
| 5           | Strip Loam and Stockpile Onsite (Wet - Hoe and Truck)     | m3          | 2,000.00        | 4.20             | 8,400.00        | 8,400.00           | -   |
|             | Non-woven geotextile - 2023                               | m2          | 16,548.00       | 2.57             | 42,528.36       | 42,528.36          | -   |
|             | Import, place pit run gravel (coc 303) 100%spd - 2023     | m3          | 10,120.00       | 69.49            | 703,238.89      | 444,571.60         | *to be delta between traditional clay and eng. Fill |
| 4           | Common Excavation (DRY)- 150mm Tolerance - 2023           | m3          | 14,017.00       | 5.63             | 78,915.71       | 78,915.71          | -   |
| 4           | Common Excavation (Wet)- Under Building and               | m3          | 2,969.00        | 9.89             | 29,363.41       | -                  | 29,363.41   |
| 4           | Common Excavation (Intermediate)- 150mm Tolerance         | m3          | 2,500.00        | 6.44             | 16,100.00       | 16,100.00          | -   |
|             | Wet Excavation - 2023                                     | m3          | 2,500.00        | 8.61             | 21,525.00       | 21,525.00          | -   |
|             | Fine grade building pad - 50mm tolerance (2023)           | m3          | 27,681.00       | 0.66             | 18,269.46       | -                  | 18,269.46   |
|             | Import, place compact common fill - 2024                  | m3          | 21,101.00       | 25.56            | 539,341.56      | 539,341.56         | -   |
|             | Non-woven mid weight geotextile - 2024                    | m2          | 5,938.00        | 2.63             | 15,616.94       | -                  | 15,616.94   |
|             | Fine grade building pad - 50mm tolerance (2024)           | m3          | 5,938.00        | 0.94             | 5,581.72        | -                  | 5,581.72  |
|             | Import, place pit run gravel (coc 303) 100%spd - 2024     | m3          | 16,661.00       | 73.28            | 1,220,918.08    | 425,855.16         | *to be delta between traditional clay and eng. Fill |
| 9           | Erosion and Sediment Control Measures - silt fence        | lm          | 435.00          | 7.89             | 3,432.15        | 3,432.15           | -   |
|             | <b>Subtotal A1 - Site Area Grading Including Dry Pond</b> |             |                 |                  | 4,677,764.79    | 3,326,770.38       | 1,350,994.41  |
| <b>A2</b>   | <b>Site Grading - Pond 1 &amp; 2 Grading</b>              | <i>Unit</i> | <i>Quantity</i> | <i>Unit Rate</i> | <i>Total</i>    | <i>Development</i> | <i>Sierra</i>                                       |
| 1           | Dewatering wetlands                                       | ls          | 1.00            | \$ 12,642.83     | \$ 12,642.83    | \$ -               | -   |
| 1           | Dewatering ponds  | ls          | 1.00            | 6,321.41         | 6,321.41        | -                  | -   |
| 2           | Strip Loam and dispose offsite (Dry)                      | m3          | 3,553.00        | 30.91            | 109,823.23      | 109,823.23         | -   |
| 3           | Common Excavation (dry)- 150mm Tolerance - 2024           | m3          | 16,719.00       | 12.45            | 208,151.55      | 208,151.55         | -   |
| 4           | Wet Excavation  | m3          | 16,719.00       | 12.45            | 208,151.55      | 208,151.55         | -   |
| 5           | Fine Grade Pond - 3D Area                                 | m2          | 16,105.00       | 3.20             | 51,536.00       | 51,536.00          | -   |
| 6           | Pond Liner  | m2          | 10,306.00       | 11.73            | 120,889.38      | 120,889.38         | -   |
|             | Rip-Rap   | m2          | 2,338.00        | 100.19           | 234,244.22      | 234,244.22         | -   |
| 7           | Raisom Pond Area - 1.0m Depth                             | m2          | 4,552.00        | 14.50            | 66,004.00       | 66,004.00          | -   |
|             | Traffic accommodation                                     | ls          | 1.00            | 2,428.45         | 2,428.45        | -                  | 2,428.45  |
| 8           | Pond Access Road  | m2          | 1,948.00        | 15.00            | 29,220.00       | 29,220.00          | -   |
|             | Erosion Matting   | m2          | 3250.00         | 9.51             | 30,907.50       | 30,907.50          | -   |
| 10          | Hydroseed   | m2          | 4,552.00        | 1.52             | 6,919.04        | 6,919.04           | -   |
| 11          | 1.8m High Chain Link Fence                                | lm          | 708.00          | 82.50            | 58,410.00       | 58,410.00          | -   |
|             | <b>Subtotal A2 - Pond 1 &amp; 2 Grading</b>               |             |                 |                  | 1,145,649.16    | 1,145,649.16       | -   |
| <b>A3</b>   | <b>Site Grading - Optional Items</b>                      | <i>Unit</i> | <i>Quantity</i> | <i>Unit Rate</i> | <i>Total</i>    | <i>Development</i> | <i>Sierra</i>                                       |
|             | Loam Disposal   | m3          | 0.00            | \$ 20.00         | \$ -            | \$ -               | -   |
|             | <b>Subtotal A3 - Optional Items</b>                       |             |                 |                  | -               | -                  | -   |
|             | <b>Subtotal A - Site Grading</b>                          |             |                 |                  | \$ 5,823,413.95 | \$ 4,472,419.54    | \$ 1,350,994.41                                     |

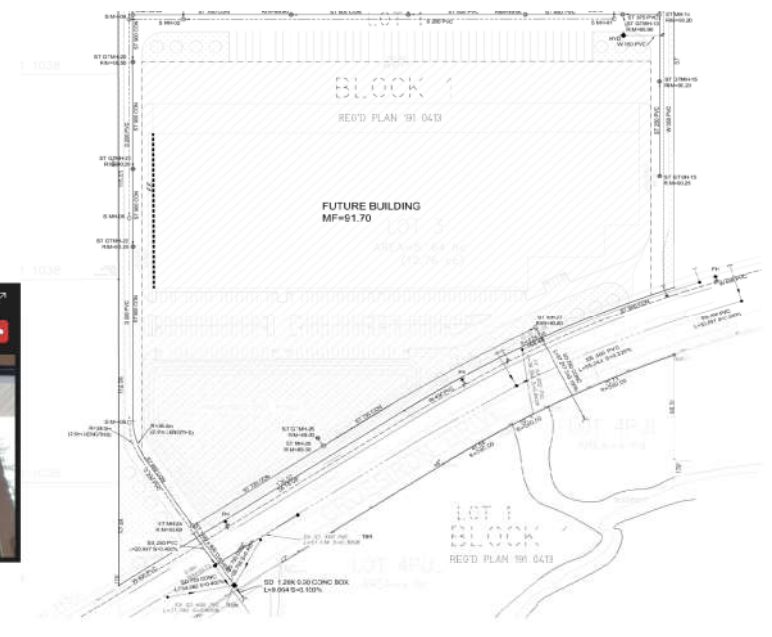
| Description |  |             |                 |                  |              |                    |               |
|-------------|--|-------------|-----------------|------------------|--------------|--------------------|---------------|
| <b>B1.1</b> | <b>Underground Utilities - Offsite</b>           | <i>Unit</i> | <i>Quantity</i> | <i>Unit Rate</i> | <i>Total</i> | <i>Development</i> | <i>Sierra</i> |
| 1           | S 250 mm PVC SDR 35 - 3.0 to 4.0m Depth          | lm          | 41,994.48       | 420.00           | \$ 17,637.48 | \$ 17,637.48       | \$ -          |
| 2           | S 300 mm PVC SDR 35 - 4.0m to 5.0m Depth         | lm          | 226,247         | 545.60           | 123,440.36   | 123,440.36         | -             |
| 3           | S 375 mm PVC SDR 35 - 4.0 m to 5.0m Depth        | lm          | 281.01          | 688.00           | 193,334.88   | 193,334.88         | -             |
| 4           | Manhole Type SA SRC - Type 50                    | vm          | 17.59           | 2,350.00         | 39,577.50    | 39,577.50          | -             |
|             | <b>Subtotal B1.1 - Sanitary Sewer</b>            |             |                 |                  | 373,990.22   | 373,990.22         | -             |
| <b>B1.2</b> | <b>Storm Sewer</b>                               | <i>Unit</i> | <i>Quantity</i> | <i>Unit Rate</i> | <i>Total</i> | <i>Development</i> | <i>Sierra</i> |
| 1           | ST 450 mm PVC SDR 35 - 2.0m to 3.0m Depth        | lm          | 95,440          | \$ 829.50        | \$ 79,167.48 | \$ 79,167.48       | \$ -          |
| 2           | ST 750 mm CON SRC - Type 50 - 2.0m to 4.0m Depth | lm          | 268,354         | 994.50           | 266,878.05   | 266,878.05         | -             |
| 3           | ST 900 mm CON SRC - Type 50 - 2.0m to 3.0m Depth | lm          | 166,935         | 1,136.20         | 121,499.55   | 121,499.55         | -             |
| 4           | ST 1200 mm CON SRC - Type 50 - 3.0m to 4.0m      | lm          | 26,778          | 2,125.50         | 56,916.64    | 56,916.64          | -             |
| 5           | ST 1375 mm CON SRC - Type 50 - 4.0m to 5.0m      | lm          | 39,448          | 3,075.80         | 121,334.16   | 121,334.16         | -             |
| 6           | ST 300 mm CSP Culvert - 0.5m - 1.5m Depth        | lm          | 50,000          | 175.00           | 8,750.00     | 8,750.00           | -             |
| 7           | Manhole Type SA SRC - Type 50                    | vm          | 3.70            | 2,250.00         | 8,325.00     | 8,325.00           | -             |



|   |  |      |          |            |                     |                     |        |  |
|---|--|------|----------|------------|---------------------|---------------------|--------|--|
| 8   | Manhole Type 1-S SRC - Type 50                     | vm   | 15.47    | 5,750.00   | 88,952.50           | 88,952.50           | -      |  |
| 9   | Irigation Pumphouse, Pump and Primary Distribution | ls   | 1.00     | 600,000.00 | 600,000.00          | 600,000.00          | -      |  |
| <b>Subtotal B1.2 - Storm Sewer</b>                |  |      |          |            | <b>1,351,823.38</b> | <b>1,351,823.38</b> | -      |  |
| <b>B1.3</b>                                       | <b>Water</b>                                       |      |          |            |                     |                     |        |  |
| 1   | W 150 PVC DR 18 Hydrant Lead                       | Unit | Quantity | Unit Rate  | Total               | Development         | Sierra |  |
| 2   | W 350 PVC DR 18                                    | lm   | 21,180   | \$ 394.50  | \$ 8,355.51         | \$ 8,355.51         | -      |  |
| 3   | W 350 PVC DR 18                                    | lm   | 13,990   | 675.00     | 9,443.25            | 9,443.25            | -      |  |
| 4   | W 400 PVC SDR 35                                   | lm   | 1,111.39 | 898.00     | 898,003.12          | 898,003.12          | -      |  |
| 5   | Gate Valve - 150 mm                                | ea.  | 10.00    | 1,935.00   | 19,350.00           | 19,350.00           | -      |  |
| 6   | Gate Valve - 400 mm                                | ea.  | 11.00    | 11,073.00  | 121,803.00          | 121,803.00          | -      |  |
| 7   | McAulley M67 Hydrant, Painted Red                  | ea.  | 7.00     | 8,304.00   | 58,128.00           | 58,128.00           | -      |  |
| <b>Subtotal B1.3 - Water</b>                      |  |      |          |            | <b>1,115,082.88</b> | <b>1,115,082.88</b> | -      |  |
| <b>B1.4</b>                                       | <b>Underground Misc.</b>                           |      |          |            |                     |                     |        |  |
| 1   | Type A Rock Excavation                             | m3   | 6,698.29 | \$ 10.00   | \$ 66,982.90        | \$ 66,982.90        | -      |  |
| 2   | Type B Rock Excavation                             | m3   | 3,349.15 | 30.00      | 100,474.50          | 100,474.50          | -      |  |
| 3   | Crushing or Disposal of Rock Type "B"              | m3   | 3,349.15 | 30.00      | 100,474.50          | 100,474.50          | -      |  |
| 4   | Remove, Dispose and Replace Concrete and Roadways  | ls   | 1.00     | 250,000.00 | 250,000.00          | 250,000.00          | -      |  |
| 5   | Remove and Replace Landscaping                     | ls   | 1.00     | 150,000.00 | 150,000.00          | 150,000.00          | -      |  |
| 6   | Traffic Accommodation                              | ls   | 1.00     | 150,000.00 | 150,000.00          | 150,000.00          | -      |  |
| <b>Subtotal B1.4 - Underground Miscellaneous</b>  |  |      |          |            | <b>817,931.90</b>   | <b>817,931.90</b>   | -      |  |
| <b>Total B1 - Underground Utilities - Offsite</b> |  |      |          |            | <b>3,658,828.38</b> | <b>3,658,828.38</b> | -      |  |



|  |   |     |        |            |                      |                     |                      |  |
|--|---|-----|--------|------------|----------------------|---------------------|----------------------|--|
| <b>B2.1</b>                                      | <b>Underground Utilities - Onsite</b>                 |     |        |            |                      |                     |                      |  |
| 1  | S 100 mm PVC SDR 35 - 3.0m to 4.0m Depth              | lm  | 40.84  | \$ 286.50  | \$ 11,700.66         | \$ -                | \$ 11,700.66         |  |
| 2  | S 150 mm PVC SDR 35 - 3.0m to 4.0m Depth              | lm  | 81.95  | 297.00     | 24,339.15            | -                   | 24,339.15            |  |
| 3  | S 200 mm PVC SDR 35 - 3.0m to 4.0m Depth              | lm  | 567.25 | 378.00     | 214,420.50           | -                   | 214,420.50           |  |
| 4  | Manhole Type SA SRC - Type 50 - 3.5m Depth            | ea. | 6.00   | 6,691.10   | 40,146.60            | -                   | 40,146.60            |  |
| <b>Subtotal B2.1 - Sanitary Sewer</b>            |   |     |        |            | <b>\$ 290,606.91</b> | <b>\$ 0.00</b>      | <b>\$ 290,606.91</b> |  |
| <b>B2.2</b>                                      | <b>Storm Sewer</b>                                    |     |        |            |                      |                     |                      |  |
| 1  | ST 250 mm PVC SDR 35 - 3.0m to 4.0m Depth             | lm  | 189.37 | \$ 286.50  | \$ 54,254.51         | \$ -                | \$ 54,254.51         |  |
| 2  | ST 300 mm PVC SDR 35 - 3.0m to 4.0m Depth             | lm  | 68.77  | 511.50     | 35,175.96            | -                   | 35,175.96            |  |
| 3  | ST 375 mm PVC SDR 35 - 3.0m to 4.0m Depth             | lm  | 156.23 | 645.00     | 100,768.35           | -                   | 100,768.35           |  |
| 4  | ST 450 mm PVC SDR 35 - 3.0m to 4.0m Depth             | lm  | 150.00 | 859.50     | 128,925.00           | -                   | 128,925.00           |  |
| 5  | ST 525 mm PVC SDR 35 - 3.0m to 4.0m Depth             | lm  | 129.97 | 1,090.50   | 141,732.29           | -                   | 141,732.29           |  |
| 6  | ST 600 mm CON SRC - 3.0m to 4.0m Depth                | lm  | 245.15 | 750.10     | 183,887.02           | -                   | 183,887.02           |  |
| 7  | ST 750 mm CON SRC - 3.0m to 4.0m Depth                | lm  | 81.41  | 994.50     | 80,962.25            | -                   | 80,962.25            |  |
| 8  | ST 900 mm CON SRC - 3.0m to 4.0m Depth                | lm  | 294.84 | 1,197.30   | 353,011.93           | -                   | 353,011.93           |  |
| 9  | Manhole Type SA SRC - Type 50 - 3.5m Depth            | ea. | 21.00  | 6,691.10   | 140,513.10           | -                   | 140,513.10           |  |
| <b>Subtotal B2.2 - Storm Sewer</b>               |   |     |        |            | <b>1,219,230.29</b>  | <b>-</b>            | <b>1,219,230.29</b>  |  |
| <b>B2.3</b>                                      | <b>Water</b>  |     |        |            |                      |                     |                      |  |
| 1  | W 150 PVC DR 18 Hydrant Lead                          | lm. | 20.43  | \$ 394.50  | \$ 8,059.64          | \$ -                | \$ 8,059.64          |  |
| 2  | W 350 PVC DR 18 3.0                                   | lm. | 629.09 | 675.00     | 424,635.75           | -                   | 424,635.75           |  |
| 3  | Gate Valve - 150 mm                                   | ea. | 1.00   | 1,935.00   | 1,935.00             | -                   | 1,935.00             |  |
| 4  | Gate Valve - 350 mm                                   | ea. | 1.00   | 9,250.00   | 9,250.00             | -                   | 9,250.00             |  |
| 5  | McAulley M67 Hydrant, Painted Red                     | ea. | 1.00   | 8,304.00   | 8,304.00             | -                   | 8,304.00             |  |
| <b>Subtotal B2.3 - Water</b>                     |   |     |        |            | <b>452,184.39</b>    | <b>-</b>            | <b>452,184.39</b>    |  |
| <b>B2.4</b>                                      | <b>Water</b>  |     |        |            |                      |                     |                      |  |
| 1  | Type A Rock Excavation                                | m3  | 0.00   | \$ 10.00   | \$ -                 | \$ -                | \$ -                 |  |
| 2  | Type B Rock Excavation                                | m3  | 0.00   | 30.00      | -                    | -                   | -                    |  |
| 3  | Crushing or Disposal of Rock Type "B"                 | ls  | 0.00   | 30.00      | -                    | -                   | -                    |  |
| 4  | Electrical service connections (Civil work - Primary) | ls  | 1.00   | 375,000.00 | 375,000.00           | -                   | 375,000.00           |  |
| 5  | CHUCK Pipeline removal - Pricing in Tab B - Sierra    | ls  | 1.00   | -          | -                    | -                   | 375,000.00           |  |
| <b>Subtotal B2.4 - Underground Miscellaneous</b> |   |     |        |            | <b>375,000.00</b>    | <b>-</b>            | <b>375,000.00</b>    |  |
| <b>Total B2 - Underground Utilities - Onsite</b> |   |     |        |            | <b>2,337,021.58</b>  | <b>-</b>            | <b>2,337,021.58</b>  |  |
| <b>Subtotal B - Underground Utilities</b>        |   |     |        |            | <b>5,995,849.96</b>  | <b>3,658,828.38</b> | <b>2,337,021.58</b>  |  |



|  |  |    |           |          |                  |                  |              |  |
|--|--|----|-----------|----------|------------------|------------------|--------------|--|
| <b>Description</b>                           |  |    |           |          |                  |                  |              |  |
| <b>C1</b>                                    | <b>Surface Works - Offsite</b>                     |    |           |          |                  |                  |              |  |
| 1  | Remove and Dispose Median Landscaping              | m2 | 541.95    | \$ 20.00 | \$ 10,839.00     | \$ 10,839.00     | \$ -         |  |
| 2  | Common Excavation                                  | m3 | 812.92    | 15.00    | 12,193.80        | 12,193.80        | -            |  |
| 3  | Subgrade Preparation                               | m2 | 541.95    | 2.50     | 1,354.88         | 1,354.88         | -            |  |
| 4  | 80mm Crushed Gravel - 350mm Thick                  | m2 | 541.95    | 35.00    | 18,968.25        | 18,968.25        | -            |  |
| 5  | 25mm Crushed Gravel - 100mm Thick                  | m2 | 541.95    | 15.00    | 8,129.25         | 8,129.25         | -            |  |
| 6  | Prime Coat   | m2 | 541.95    | 2.00     | 1,083.90         | 1,083.90         | -            |  |
| 7  | Tack Coat  | m2 | 541.95    | 2.00     | 1,083.90         | 1,083.90         | -            |  |
| 8  | Asphalt Mix "TBD" 150mm Thick                      | m2 | 541.95    | 45.00    | 24,387.75        | 24,387.75        | -            |  |
| <b>Subtotal C1 - Surface Works - Offsite</b> |  |    |           |          | <b>78,040.73</b> | <b>78,040.73</b> | -            |  |
| <b>C2</b>                                    | <b>Surface Works - Onsite</b>                      |    |           |          |                  |                  |              |  |
| 1  | Common Excavation                                  | m3 | 2,708.64  | \$ 10.00 | \$ 27,086.40     | \$ 27,086.40     | \$ -         |  |
| 2  | Subgrade Preparation                               | m2 | 18,057.61 | 1.75     | 31,600.82        | 31,600.82        | -            |  |
| <b>Heavy Duty</b>                            |  |    |           |          |                  |                  |              |  |
| 3  | Entrance Road (West) Pavement Structure            | m2 | 2,762.65  | 25.00    | 69,066.25        | 69,066.25        | -            |  |
| 4  | Entrance Road (East) Pavement Structure            | m2 | 1,377.20  | 12.50    | 17,215.00        | 17,215.00        | -            |  |
| 5  | Sierra HD Truck Traffic Pavement Structure         | m2 | 17,232.15 | 67.40    | 1,161,446.91     | -                | 1,161,446.91 |  |
| 6  | Tack Coat  | m2 | -         | 1.50     | -                | -                | -            |  |
| 7  | Asphalt Mix "TBD" 120mm Thick                      | m2 | -         | 35.00    | -                | -                | -            |  |
| 8  | Undercut and Replace with 80mm Gravel              | m3 | -         | 50.00    | -                | -                | -            |  |
| 9  | Undercut and Replace with Suitable Onsite Material | m3 | -         | 20.00    | -                | -                | -            |  |
| 10   | Barrier Curb - Heavy Duty (Entrances: West & East) | lm | 690.00    | 123.90   | 85,491.00        | 85,491.00        | -            |  |
| 11   | Barrier Curb - Heavy Duty (Sierra)                 | lm | 1530.00   | 123.90   | 189,567.00       | -                | 189,567.00   |  |
| <b>Light Duty</b>                            |  |    |           |          |                  |                  |              |  |
| 12   | Sierra Light Duty Traffic                          | m2 | 782.00    | 47.80    | 37,379.60        | -                | 37,379.60    |  |
| 13   | 25mm Crushed Gravel - 100mm Thick                  | m2 | -         | 12.50    | -                | -                | -            |  |
| 14   | Prime Coat   | m2 | -         | 1.50     | -                | -                | -            |  |
| 15   | Asphalt Mix "TBD" 80mm Thick                       | m2 | -         | 30.00    | -                | -                | -            |  |
| 16   | Undercut and Replace with 80mm Gravel              | m3 | -         | 50.00    | -                | -                | -            |  |
| 17   | Undercut and Replace with Suitable Onsite Material | m3 | -         | 20.00    | -                | -                | -            |  |
| 18   | Woven Mid Weight Geotextile                        | m2 | -         | 3.00     | -                | -                | -            |  |
| 19   | 120mm Separate Sidewalk c/w Thickened Edge         | m2 | 607.00    | 158.90   | 96,452.30        | -                | 96,452.30    |  |



|                                      |  |    |         |           |                        |                      |                        |
|--------------------------------------|--|----|---------|-----------|------------------------|----------------------|------------------------|
| 20                                   | Dolly Pad - 150mm Crushed Gravel & 150mm | m2 | 560.00  | 290.00    | 162,400.00             | -                    | 162,400.00             |
| 21                                   | Line Painting                            | ls | 1.00    | 10,000.00 | 10,000.00              | -                    | 10,000.00              |
| 22                                   | 150mm Concrete Apron                     | m2 | 3050.00 | 168.30    | 513,315.00             | -                    | 513,315.00             |
| 23                                   | 150mm Loading Deck Ramp                  | m2 | 110.00  | 168.30    | 18,513.00              | -                    | 18,513.00              |
| Subtotal C2 - Surface Works - Onsite |  |    |         |           | 2,419,533.28           | 230,459.47           | 2,189,073.81           |
| <b>Subtotal C - Surface Works</b>    |  |    |         |           | <b>\$ 2,497,574.00</b> | <b>\$ 308,500.19</b> | <b>\$ 2,189,073.81</b> |

Road needs to be allocated to development

| Description                                | Unit                              | Quantity | Unit Rate | Total             | Development       | Sierra            |            |            |   |
|--|-----------------------------------|----------|-----------|-------------------|-------------------|-------------------|------------|------------|---|
| <b>D1 Landscaping - Onsite</b>             |                                   |          |           |                   |                   |                   |            |            |   |
| 1  | Common Excavation                 | m3       | 2,056.95  | \$ 2,250.00       | \$ 51,423.75      | \$ 51,423.75      |            |            |   |
| 2  | Subgrade Preparation              | m2       | 13,713.00 | 5.00              | 68,565.00         | -                 |            |            |   |
| 3  | Loam (Soil and Screened)          | m3       | 10,908.67 | 26.85             | 292,888.96        | -                 |            |            |   |
| 4  | Sod                               | m2       | 2,307.90  | 45.88             | 105,874.88        | -                 |            |            |   |
| 5  | HydroSeed                         | LS       | 1.00      | 65,000.00         | 65,000.00         | -                 |            |            |   |
| 6  | Plantings                         | ea       | 150.00    | 345.00            | 51,750.00         | -                 |            |            |   |
| 7  | Boulders                          | ea       | 13.00     | 1,040.00          | 13,520.00         | -                 |            |            |   |
| 8  | Maintenance                       | Mo       | 12.00     | 4,666.67          | 56,000.00         | -                 |            |            |   |
| 9  | Irrigation                        | ls       | 45,000.00 | -                 | -                 | -                 |            |            |   |
| <b>Subtotal D1 - Landscaping - Onsite</b>  |                                   |          |           | <b>705,022.59</b> | -                 | <b>705,022.59</b> |            |            |   |
| <b>D2 Landscaping - Offsite</b>            |                                   |          |           |                   |                   |                   |            |            |   |
| 1  | Budget for 3rd Party Damage @ FAC | ls       | 1.00      | \$ 100,000.00     | \$ 100,000.00     | \$ -              |            |            |   |
| <b>Subtotal D2 - Landscaping - Offsite</b> |                                   |          |           | <b>100,000.00</b> | <b>100,000.00</b> | <b>-</b>          |            |            |   |
| Maintenance                                |                                   |          |           | %                 | 0.00              | 10.00%            | \$2,811.00 | \$2,811.00 | - |
| <b>Subtotal D - Landscaping</b>            |                                   |          |           | <b>857,833.59</b> | <b>152,811.00</b> | <b>705,022.59</b> |            |            |   |

| Description                                      | Unit  | Quantity | Unit Rate | Total               | Development       | Sierra            |
|--|---|----------|-----------|---------------------|-------------------|-------------------|
| <b>Kellam Berg - Engineering Design Services</b> |   |          |           |                     |                   |                   |
| 1  | Preliminary Investigation and Information Gathering   | ls       | 1.00      | \$ 1,500.00         | \$ 1,500.00       | \$ -              |
| 2  | Boundary Survey                                       | ls       | 1.00      | 3,500.00            | 3,500.00          | -                 |
| 3  | Assistance in The Development and Processing of The   | ls       | \$ 1.00   | 2,500.00            | 2,500.00          | -                 |
| 4  | Preliminary Engineering, Assistance in Site Planning, | ea       | \$ 2.00   | 3,500.00            | 7,000.00          | -                 |
| 5  | Preparation of Tentative Plan and Application for     | ls       | \$ 1.00   | 2,500.00            | 2,500.00          | -                 |
| 6  | Application for Stripping and Grading Development     | ls       | \$ 1.00   | 5,000.00            | 5,000.00          | -                 |
| 7  | Sanitary Sewer Flow Modeling and Reporting            | ls       | \$ 1.00   | 6,000.00            | 6,000.00          | -                 |
| 8  | Erosion & Sedimentation Control Plan and Report       | ls       | 1.00      | 6,500.00            | 6,500.00          | -                 |
| 9  | Update to Existing East Balzac Master Drainage Plan   | ls       | \$ 1.00   | 7,500.00            | 7,500.00          | -                 |
| 10   | Pond Report and Prowical Applications                 | ls       | 1.00      | 12,000.00           | 12,000.00         | -                 |
| 11   | Overland Drainage Storm Water Retention Analysis,     | ls       | 1.00      | 4,500.00            | 4,500.00          | -                 |
| 12   | Erosion & Sedimentation Control Field Inspections     | hr       | 78.00     | 225.00              | 17,550.00         | -                 |
| <b>Storm Water Management Services (On Site)</b> |   |          |           |                     |                   |                   |
| 13   | Sediment and Erosion Control Plan and Report          | ls       | 1.00      | 3,800.00            | 3,800.00          | -                 |
| 14   | Storm Water Analysis and Overland Drainage Model      | ls       | 1.00      | 3,900.00            | 3,900.00          | -                 |
| 15   | Erosion and Sedimentation Control Facility Inspection | hr       | 104.00    | 225.00              | 23,400.00         | -                 |
| <b>Engineering Design Services</b>               |   |          |           |                     |                   |                   |
| 16   | Off Site Infrastructure Engineering Design            | %        | 4.80%     | 4,200,000.00        | 201,600.00        | -                 |
| 17   | Off Site Shallow (Dry) Utilities Design Coordination  | %        | 2.00%     | 150,000.00          | 3,000.00          | -                 |
| 18   | Onsite Design Services                                | ea       | 2.00      | 15,300.00           | 30,600.00         | -                 |
| 19   | On Site Shallow (Dry) Utilities Coordination          | ls       | 1.00      | 3,600.00            | 3,600.00          | -                 |
| 20   | Onsite Inspections                                    | ea       | 2.00      | 3,500.00            | 7,000.00          | -                 |
| <b>Engineering Field Services</b>                |   |          |           |                     |                   |                   |
| 21   | Off Site Infrastructure Engineering Field Services    | %        | 5.10%     | 4,200,000.00        | 214,200.00        | -                 |
| 22   | Off Site Shallow (Dry) Utilities - Field Services     | %        | 2.00%     | 150,000.00          | 3,000.00          | -                 |
| 23   | Field Services - On Site Civil Works                  | ea       | \$ 2.00   | 15,300.00           | 30,600.00         | -                 |
| <b>Miscellaneous</b>                             |   |          |           |                     |                   |                   |
| 24   | Certificates of Functional Compliance to Approved     | ea       | \$ 2.00   | 4,250.00            | 8,500.00          | -                 |
| 25   | Plan of Subdivision                                   | ls       | 1.00      | 7,500.00            | 7,500.00          | -                 |
| 26   | Easement Plan   | ls       | 1.00      | 5,500.00            | 5,500.00          | -                 |
| 27   | Consents, Agreements for Easements, Discharges,       | ls       | 1.00      | 4,500.00            | 4,500.00          | -                 |
| 28   | Disbursement Allowance                                | ls       | 1.00      | 30,000.00           | 30,000.00         | -                 |
| <b>Other Development Consulting</b>              |   |          |           |                     |                   |                   |
| 29   | Leas Consulting                                       | ls       | 1.00      | 250,000.00          | 250,000.00        | 50,000.00         |
| 30   | Township planning                                     | ls       | 1.00      | 94,381.00           | 94,381.00         | -                 |
| 31   | Cima (BIAAWAIR)                                       | ls       | 1.00      | 13,481.00           | 13,481.00         | -                 |
| 32   | Praire Environmental                                  | ls       | 1.00      | 6,433.00            | 6,433.00          | -                 |
| 33   | Factor Geotech  | ls       | 1.00      | 9,200.00            | 9,200.00          | -                 |
| <b>Total F - Professional Fees</b>               |   |          |           | <b>1,030,245.00</b> | <b>877,345.00</b> | <b>152,900.00</b> |

| Description                                       | Unit  | Quantity | Unit Rate | Total             | Development       | Sierra            |
|---|---|----------|-----------|-------------------|-------------------|-------------------|
| <b>Compliance Testing</b>                         |   |          |           |                   |                   |                   |
| 1   | Materials and Compliance Testing                | %        | 2.00%     | 15,052,328.29     | 301,046.57        | 101,046.57        |
| 2   | Video Inspection and Manual Testing @ CCC & FAC | ls       | \$ 1.00   | 40,000.00         | 40,000.00         | -                 |
| 3   | Weed Management Plan and Weed Removal           | ls       | \$ 1.00   | 10,000.00         | 10,000.00         | -                 |
| <b>Total G - Materials and Compliance Testing</b> |   |          |           | <b>351,046.57</b> | <b>250,000.00</b> | <b>101,046.57</b> |

**LAND PURCHASE**

|                  |               |          |
|------------------|---------------|----------|
| Property Size    | 36.32 acres   |          |
| Purchase Price   | \$ 5,200,000  |          |
|                  | \$ 143,172    | per acre |
| Net Usable Acres | 28.01 acres   |          |
|                  | \$ 185,647.98 | per acre |

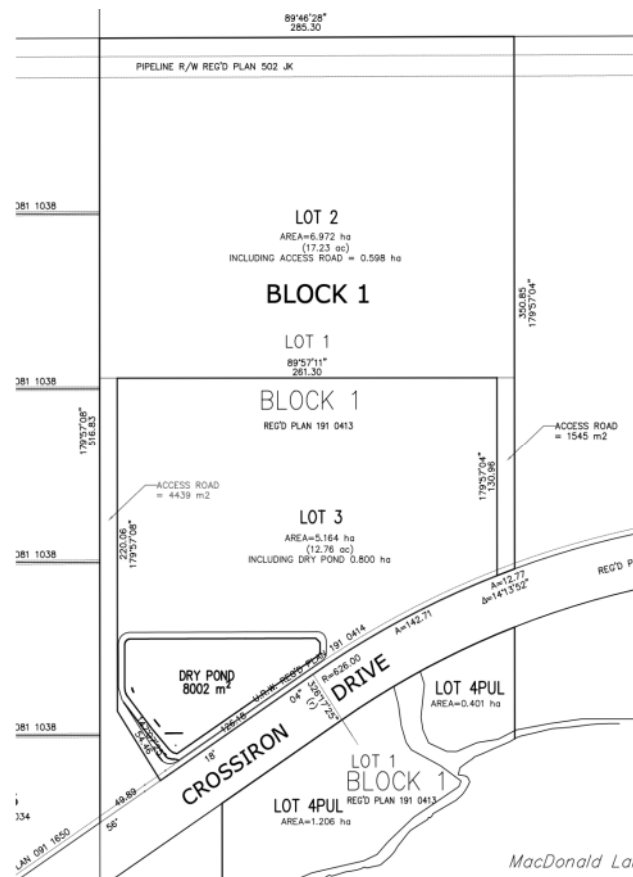
|            |              |       |
|------------|--------------|-------|
| Sierra Lot | 17.23        | 61.5% |
| Spec Lot   | <u>10.78</u> | 38.5% |
|            | 28.01        |       |

|                    |            |
|--------------------|------------|
| <u>Common Area</u> | 3.46 acres |
| Lot 1              | 2.13       |
| Lot 2              | 1.33       |

|                                   |              |
|-----------------------------------|--------------|
| <u>Possible Revised Lot Areas</u> |              |
| Lot 1 Total                       | 19.36        |
| Lot 2 Total                       | <u>12.11</u> |
|                                   | 31.47        |

**COSTING**

|                    |                   |  |   |
|--------------------|-------------------|--|---|
| Land Purchase      | \$ 5,200,000      |  |   |
| AEPA Compensation  | 250,000           |  |   |
| Offsite Levies     | 1,850,000         |  |   |
| Rezoning Costing   | -                 | <i>Budget Included in Construction</i> |   |
| Construction       | <u>10,303,098</u> | \$ 367,836                             | per acre                                  |
| Contingency        | 412,124           | 4.00%                                  |   |
|                    | \$ 12,815,222.29  |  |   |
| Carrying Costs     |                   | <u>Int - %</u>                         | <u>Yrs</u>                                |
| Entire Development | \$ 1,056,942      | 9.20%                                  | 0.83 - March - December '23 @ 67% draw    |
| Vacant Lot         | <u>637,871</u>    | 9.20%                                  | 1.00 - January - December '24 @ 100% draw |
|                    | 1,694,813         |  |   |
| <b>TOTAL</b>       | \$ 19,710,036     |  |   |
|                    | \$ 703,679        | per acre                               |   |





**PROJECT NAME** **Sierra**  
 Base Build - Build To Suit  
 Sierra Winds Land

**CONSTRUCTION BUDGET**  
 Class C Budget

|                                  |           |
|----------------------------------|-----------|
| Duration (months)                | 26.3      |
| Date                             | 19-Feb-25 |
| <b>Building Footprint (sqft)</b> | 352,000   |
| Building Footprint (m2)          | 32,702    |
| Office Main Floor                | 5,850     |
| Office Second Floor              | 5,366     |
| Maintenance Main Floor           | 4,410     |
| Maintenance Mezzanine            | 2,987     |
| <b>Total Leaseable</b>           | 360,353   |
| <b>Site (sqft)</b>               | 779,724   |

Coverage 45.1%

| Cost Code                                 | Typ | Description                                       | QTY        | Unit | Unit Rate          | TOTAL                   | Notes                       |
|---|-----|---|------------|------|--------------------|-------------------------|-----------------------------|
| <b>DIVISION #1 - GENERAL REQUIREMENTS</b> |     |   |            |      |                    |                         | <b>Total \$4,035,429.38</b> |
| 01-010                                    | L   | Project Manager                                   | 26.27      | MOS  | \$ 12,000.00 / MOS | \$ 315,207.37           |                             |
| 01-011                                    | L   | Project Engineer                                  | -          | MOS  | \$ - / MOS         | \$ -                    |                             |
| 01-012                                    | L   | Superintendent                                    | 26.27      | MOS  | \$ 14,300.00 / MOS | \$ 375,622.12           |                             |
| 01-013                                    | L   | Project Coordinator                               | 26.27      | MOS  | \$ 8,000.00 / MOS  | \$ 210,138.25           |                             |
| 01-014                                    | L   | Project Estimating                                | -          | MOS  | \$ - / MOS         | \$ -                    |                             |
| 01-014                                    | L   | Project Accountant                                | 26.27      | MOS  | \$ 1,800.00 / MOS  | \$ 47,281.11            |                             |
| 01-015                                    | L   | Foreman/ Jr. Superintendent                       | 16.27      | MOS  | \$ 14,300.00 / MOS | \$ 232,622.12           |                             |
| 01-016                                    | L   | Lead Carpenter                                    | -          | MOS  | \$ - / MOS         | \$ -                    |                             |
| 01-017                                    | L   | Safety/ Safety Officer                            | 26.27      | MOS  | \$ 3,500.00 / MOS  | \$ 91,935.48            |                             |
| 01-100                                    | M   | Insurance   |            |      |                    | in below                |                             |
| 01-110                                    | O   | Bonding   |            |      |                    | in below, if applicable |                             |
| 01-120                                    | O   | WCB Out of Province                               | -          | LS   | \$ - / LS          | \$ -                    |                             |
| 01-130                                    | O   | Provincial Sales Tax                              | -          | LS   | \$ - / LS          | \$ -                    | by owner, if applicable     |
| 01-200                                    | M   | Permits Fees                                      |            |      |                    | in below                |                             |
| 01-210                                    | M   | Security Camera Set Up                            | 4.00       | EA   | \$ 7,450.00 / EA   | \$ 29,800.00            |                             |
| 01-210                                    | M   | Security Camera Monitoring                        | 26.27      | MOS  | \$ 8,000.00 / MOS  | \$ 210,138.25           |                             |
| 01-230                                    | M   | Survey (Building)                                 | 351,999.72 | SF   | \$ 0.17 / SF       | \$ 59,839.95            |                             |
| 01-240                                    | M   | Utility Locates Video Inspections                 | 1.00       | LS   | \$ 5,000.00 / LS   | \$ 5,000.00             |                             |
| 01-240                                    | M   | Fortis Connections                                | -          | LS   | \$ - / LS          | \$ -                    |                             |
| 01-240                                    | M   | Hydrovac Preliminary Examination                  | 1.00       | LS   | \$ 18,350.00 / LS  | \$ 18,350.00            | VCI                         |
| 01-240                                    | M   | Geotechnical Preliminary Examination              | 1.00       | LS   | \$ 9,200.00 / LS   | \$ 9,200.00             | In Site Development         |
| 01-300                                    | M   | Permanent Utility Connections                     | -          | EA   | \$ - / EA          | \$ -                    |                             |
| 01-400                                    | SVC | Geotechnical Consultants                          | -          | LS   | \$ - / LS          | \$ -                    | in below, if applicable     |
| 01-410                                    | SVC | Civil Consultants                                 | 1.00       | LS   | \$ 152,900.00 / LS | \$ 152,900.00           | in below                    |
| 01-420                                    | SVC | Architectural Consultants                         | 1.00       | LS   | \$ 250,000.00 / LS | \$ 250,000.00           | in below                    |
| 01-430                                    | SVC | Structural Consultants                            | 1.00       | LS   | \$ 110,000.00 / LS | \$ 110,000.00           | in below                    |
| 01-440                                    | SVC | Mechanical Consultants                            | 1.00       | LS   | \$ 130,000.00 / LS | \$ 130,000.00           | in below                    |
| 01-450                                    | SVC | Electrical Consultants                            | 1.00       | LS   | \$ 75,000.00 / LS  | \$ 75,000.00            | in below                    |
| 01-450                                    | SVC | Refrigeration Consultants                         | 1.00       | LS   | \$ 50,000.00 / LS  | \$ 50,000.00            | in below                    |
| 01-450                                    | SVC | Consultant Services during Construction           | 1.00       | LS   | \$ 434,250.00 / LS | \$ 434,250.00           | in below                    |
| 01-460                                    | SVC | Roofing and Building Envelope Consultants         | 1.00       | LS   | \$ 8,545.00 / LS   | \$ 8,545.00             | in below                    |
| 01-470                                    | SVC | Environmental Consultants                         |            | LS   | \$ - / LS          | \$ -                    | In Site Development         |
| 01-420                                    | SVC | Owners/Development Consultants                    | 1.00       | LS   | \$ 300,000.00 / LS | \$ 300,000.00           | in below                    |
| 01-480                                    | SVC | Drafting Services                                 | -          | LS   | \$ - / LS          | \$ -                    |                             |
| 01-490                                    | SVC | Third Party Inspection Services - Civil           | 1.00       | LS   | \$ 101,046.57 / LS | \$ 101,046.57           | A-Land Cost!IK22            |
| 01-490                                    | SVC | Subgrade (Compactions - Backfill/Slab) - Interior | 351,999.72 | SF   | \$ 0.20 / SF       | \$ 70,399.94            |                             |
| 01-490                                    | SVC | Subgrade (Compactions - Backfill/Slab) - Exterior | 1.00       | LS   | \$ 150,000.00 / LS | \$ 150,000.00           |                             |
| 01-490                                    | SVC | Piles - Static Load Testing                       | 5.00       | EA   | \$ 21,580.00 / EA  | \$ 107,900.00           | Midwest Caissons            |
| 01-490                                    | SVC | Pile Testing - Full Time Observation              | 18.00      | DAY  | \$ 550.00 / DAY    | \$ 9,900.00             |                             |
| 01-490                                    | SVC | Concrete Testing                                  | 147.00     | EA   | \$ 125.00 / EA     | \$ 18,375.00            |                             |
| 01-490                                    | SVC | Concrete Slab - Flatness Testing                  | 351,999.72 | SF   | \$ 1.56 / SF       | \$ 550,000.00           |                             |
| 01-490                                    | SVC | Roofing ARCA Testing                              | 36.00      | EA   | \$ 1,460.00 / EA   | \$ 52,560.00            | Wade Engineering            |
| 01-500                                    | M   | Portable Office                                   | 26.27      | MOS  | \$ 4,750.00 / MOS  | \$ 124,769.59           |                             |
| 01-500                                    | M   | Seacan/Storage Container                          | 26.27      | MOS  | \$ 650.00 / MOS    | \$ 17,073.73            |                             |
| 01-510                                    | M   | Portable Toilet Rentals                           | 26.27      | MOS  | \$ 3,680.00 / MOS  | \$ 96,663.59            |                             |
| 01-520                                    | M   | Temporary Power Lighting Fuel                     | 26.27      | MOS  | \$ 7,350.00 / MOS  | \$ 193,064.52           |                             |
| 01-530                                    | M   | Construction Access Scaffolding                   | 26.27      | MOS  | \$ 4,100.00 / MOS  | \$ 107,695.85           |                             |
| 01-535                                    | M   | Temporary Hoarding                                |            | MOS  | \$ - / MOS         | \$ -                    |                             |
| 01-540                                    | M   | Hoarding / Heating / Fuel (WC)                    |            | MOS  | \$ - / MOS         | \$ -                    | PC SUM (below)              |
| 01-550                                    | M   | Fencing / Barricades                              | -          | EA   | \$ - / EA          | \$ -                    |                             |
| 01-560                                    | M   | Water Pumping Snow Removal                        | 20.27      | MOS  | \$ 4,500.00 / MOS  | \$ 91,202.76            |                             |
| 01-570                                    | M   | Safety Equipment                                  | 26.27      | MOS  | \$ 2,850.00 / MOS  | \$ 74,861.75            |                             |
| 01-580                                    | M   | Fall Arrest                                       |            | EA   | \$ - / EA          | \$ -                    |                             |
| 01-600                                    | M   | Equipment Rentals Maintenance                     | 26.27      | MOS  | \$ 7,500.00 / MOS  | \$ 197,004.61           |                             |
| 01-620                                    | M   | Equipment Maintenance Fuel                        | 26.27      | MOS  | \$ 2,300.00 / MOS  | \$ 60,414.75            |                             |
| 01-630                                    | M   | Hoist and Crane Rentals                           | -          | EA   | \$ - / EA          | \$ -                    |                             |
| 01-640                                    | M   | Couriers  | 26.27      | MOS  | \$ 437.50 / MOS    | \$ 11,491.94            |                             |
| 01-700                                    | M   | Out of town LOA - Superintendent                  | 26.27      | MOS  | \$ 1,736.00 / MOS  | \$ 45,600.00            |                             |
| 01-700                                    | M   | Out of town LOA - Forman/Super                    | 16.27      | MOS  | \$ 1,736.00 / MOS  | \$ 28,240.00            |                             |
| 01-700                                    | M   | Out of town Accomodations                         | 26.27      | MOS  | \$ 3,350.00 / MOS  | \$ 87,995.39            |                             |
| 01-710                                    | M   | Travel (Truck Rental, Fuel) - Superintendent      | 26.27      | MOS  | \$ 750.00 / MOS    | \$ 19,700.46            |                             |
| 01-710                                    | M   | Travel (Truck Rental, Fuel) - Forman/Super        | 16.27      | MOS  | \$ 750.00 / MOS    | \$ 12,200.46            |                             |
| 01-710                                    | M   | Travel & Accomodations - PM/PC                    | 52.53      | EA   | \$ 640.00 / EA     | \$ 33,622.12            |                             |
| 01-710                                    | M   | Flights   | -          | EA   | \$ - / EA          | \$ -                    |                             |
| 01-720                                    | M   | Daily Construction Cleaning                       | 26.27      | MOS  | \$ 3,750.00 / MOS  | \$ 98,502.30            |                             |
| 01-750                                    | M   | Final Construction Cleaning - Office              | 18,613.12  | SF   | \$ 1.35 / SF       | \$ 25,127.71            |                             |
| 01-750                                    | M   | Final Construction Cleaning - Warehouse           | 346,149.72 | SF   | \$ 0.05 / SF       | \$ 17,307.49            |                             |
| 01-780                                    | M   | Garbage and Metal Bins                            | 26.27      | MOS  | \$ 1,400.00 / MOS  | \$ 36,774.19            |                             |



**CONSTRUCTION BUDGET**  
Class C Budget

|                                  |                        |
|----------------------------------|------------------------|
| Duration (months)                | 26.3                   |
| Date                             | 19-Feb-25              |
| <b>Building Footprint (sqft)</b> | 352,000                |
| Building Footprint (m2)          | 32,702                 |
| Office Main Floor                | 5,850                  |
| Office Second Floor              | 5,366                  |
| Maintenance Main Floor           | 4,410                  |
| <b>Total</b>                     | <b>\$10,595,102.70</b> |

**PROJECT NAME** Sierra

| <b>DIVISION #2 - SITE WORK</b> |   |               |    |                   |    | <b>Total</b>              | <b>\$10,595,102.70</b>       |
|--------------------------------|---|---------------|----|-------------------|----|---------------------------|------------------------------|
| 02-000                         | SITE WORKS - Uncertainty  | 0%            | \$ | - / %             | \$ | -                         |                              |
| 02-100                         | Site Demolition - CNOOC Pipe Removal PC SUM                       | - LS          | \$ | - / LS            | \$ | 400,000.00                | <b>PC SUM</b>                |
| 02-120                         | Building Demolition   | - LS          | \$ | - / LS            | \$ | -                         |                              |
| 02-130                         | Hazardous Material Remediation                                    | - LS          | \$ | - / LS            | \$ | -                         |                              |
| 02-220                         | Approaches - County Standard                                      | 2.00 EA       | \$ | 49,000.00 / EA    | \$ | in above                  |                              |
| 02-200                         | General Site Import / Export                                      | - CM          | \$ | 27.00 / CM        | \$ | in above                  |                              |
| 02-220                         | Site Earthwork & Grading  | 100%          | \$ | 1,350,965.96 / %  | \$ | 1,350,965.96              | <b>A-Land Cost*IK7</b>       |
| 02-230                         | Detailed Excavation / Backfill - Building                         | 1.00 LS       | \$ | 439,000.00 / LS   | \$ | 439,000.00                |                              |
| 02-240                         | Dewatering  | 1.00 LS       | \$ | 75,000.00 / LS    | \$ | 75,000.00                 |                              |
| 02-250                         | Shoring trenches  | 1.00 LS       | \$ | 45,000.00 / LS    | \$ | 45,000.00                 |                              |
| 02-280                         | Site Gravel / Gravel Yard   | - M2          | \$ | 30.00 / M2        | \$ | -                         |                              |
| 02-290                         | Underslab Granular  | 351,999.72 SF | \$ | 2.15 / SF         | \$ | 756,799.40                |                              |
| 02-291                         | Sand Bedding (Under Freezer insulations)                          | 248,260.00 SF | \$ | 0.95 / SF         | \$ | 235,847.00                |                              |
| 02-140                         | Radon Rock & Piping system  | 10,260.00 SF  | \$ | 2.75 / SF         | \$ | 28,215.00                 |                              |
| 02-300                         | Piling (Screw)  | - EA          | \$ | 3,150.00 / EA     | \$ | -                         | <b>N/A</b>                   |
| 02-300                         | Piling (CIP)  | 303.00 EA     | \$ | 1,883.83 / EA     | \$ | 570,800.00                | <b>Midwest Caissons</b>      |
| 02-300                         | Pile Casings (due to Water/Wetlands)                              | 1.00 LS       | \$ | 39,060.00 / LS    | \$ | 250,000.00                | <b>PC SUM</b>                |
| 02-300                         | CIP Piles: Rebar placement, Tailing removals, etc.                | 303.00 EA     | \$ | 376.77 / EA       | \$ | 114,160.00                |                              |
| 02-400                         | Horizontal Drilling   | - LM          | \$ | - / LM            | \$ | -                         |                              |
| 02-501                         | Offsite - Underground Utilities (Development)                     | 0%            | \$ | 3,658,828.38 / %  | \$ | -                         |                              |
| 02-500                         | Onsite - Underground Utilities (Sierra)                           | 100%          | \$ | 2,337,021.58 / %  | \$ | 2,337,021.58              | <b>A-Land Cost K12</b>       |
| 02-500                         | <u>Site Services</u>  |               |    |                   | \$ | in above                  |                              |
| 02-500                         | Loading Dock Drain  | LM            | \$ | 396.00 / LM       | \$ | -                         |                              |
| 02-500                         | Storm Drains  | LM            | \$ | 452.00 / LM       | \$ | -                         |                              |
| 02-500                         | Culvert - Flared Ends (Rip Rap)                                   | EA            | \$ | 12,440.00 / EA    | \$ | -                         |                              |
| 02-500                         | Storm Sewer (450mm)   | LM            | \$ | 550.00 / LM       | \$ | -                         |                              |
| 02-500                         | Sanitary (200mm Standard)   | LM            | \$ | 755.00 / LM       | \$ | -                         |                              |
| 02-500                         | Water (200mm Standard)  | LM            | \$ | 665.00 / LM       | \$ | -                         |                              |
| 02-540                         | Weeping Tile  | 653.00 LM     | \$ | 300.00 / LM       | \$ | 195,900.00                | <b>Per Deep fills report</b> |
| 02-540                         | Underground Water / Septic Tanks                                  | - EA          | \$ | - / EA            | \$ | -                         |                              |
| 02-700                         | Onsite - Surface Works (Sierra)                                   | 1.00 LS       | \$ | 2,189,073.81 / LS | \$ | 2,189,073.81              | <b>A-Land Cost*IK15</b>      |
| 02-710                         | Light duty paving 75mm depth                                      | 782.00 M2     | \$ | 47.80 / M2        | \$ | in Onsite - Surface Works |                              |
| 02-720                         | Heavy duty paving 100mm depth 10mm-HT (2-50mm Lifts)              | 21,372.00 M2  | \$ | 67.40 / M2        | \$ | in Onsite - Surface Works |                              |
| 02-720                         | Heavy duty paving - Extension of Turning Flares (100mm depth 10m) | 290.00 M2     | \$ | 67.40 / M2        | \$ | 19,546.00                 |                              |
|                                | <u>Cement Stabilization</u>                                       |               |    |                   | \$ | 250,000.00                | <b>PC SUM</b>                |
| 02-740                         | Provision for Cement Stab Sub - 150mm @ 10kg/m2                   | - M2          | \$ | 9.75 / M2         | \$ | in PC SUM above           |                              |
| 02-740                         | Provision for Cement Stab Sub - 300mm @ 20kg/m2                   | - M2          | \$ | 12.85 / M2        | \$ | in PC SUM above           |                              |
| 02-740                         | Additional Cement for Ground cond. (tonnes)                       | - Tonnes      | \$ | 395.00 / Tonnes   | \$ | in PC SUM above           |                              |
| 02-750                         | Line Painting   | 1.00 LS       | \$ | 10,000.00 / LS    | \$ | in Onsite - Surface Works |                              |
| 02-880                         | Chainlink Fencing   | 1,005.00 LM   | \$ | 90.00 / LM        | \$ | 90,450.00                 |                              |
| 02-220                         | Landscaping - Proportionate                                       | 1.00 LS       | \$ | 747,323.94 / LS   | \$ | 747,323.94                | <b>A-Land Cost*IK17,K19</b>  |
| 02-900                         | Landscaping   | - M2          | \$ | 22.85 / M2        | \$ | in above                  |                              |
| 02-900                         | Retaining Wall - Landscape  | 1.00 LS       | \$ | 500,000.00 / LS   | \$ | 500,000.00                | <b>PC SUM</b>                |
| 02-950                         | Irrigation  | LS            | \$ | 35,000.00 / LS    | \$ |                           |                              |

| <b>DIVISION #3 - CONCRETE [SITE]</b> |                                 |             |    |             |    | <b>Total</b>              | <b>\$23,100.00</b> |
|--------------------------------------|---------------------------------|-------------|----|-------------|----|---------------------------|--------------------|
| 03-600                               | Concrete Aprons - Dolly Pad     | 560.00 M2   | \$ | 215.00 / M2 | \$ | in Onsite - Surface Works |                    |
| 03-600                               | Concrete Aprons                 | 3,050.00 M2 | \$ | 168.30 / M2 | \$ | in Onsite - Surface Works |                    |
| 03-610                               | Concrete Ramps                  | 110.00 M2   | \$ | 168.30 / M2 | \$ | in Onsite - Surface Works |                    |
| 03-650                               | Concrete Sidewalks              | 607.00 M2   | \$ | 158.90 / M2 | \$ | in Onsite - Surface Works |                    |
| 03-680                               | Barrier Curb                    | 2,220.00 LM | \$ | 123.90 / LM | \$ | in Onsite - Surface Works |                    |
| 03-680                               | Curb n' Gutter                  | LM          | \$ | 157.50 / LM | \$ | -                         |                    |
| 02-870                               | Retaining Walls (Loading Docks) | 110.00 LF   | \$ | 210.00 / LF | \$ | 23,100.00                 |                    |

| <b>DIVISION #3 - CONCRETE [BUILDING]</b> |   |               |    |                   |    | <b>Total</b> | <b>\$11,993,971.45</b> |
|--|---|---------------|----|-------------------|----|--------------|------------------------|
| 03-100                                   | Insulation / Void Form (around perimeter of slab) | 17,952.54 SF  | \$ | 9.50 / SF         | \$ | 170,549.11   |                        |
| 03-200                                   | Concrete Reinforcement S&I                        | 1.00 LS       | \$ | 1,023,925.00 / LS | \$ | 1,023,925.00 | <b>LMS</b>             |
| 03-230                                   | Anchor Bolts                                      | EA            | \$ | - / EA            | \$ | in below     |                        |
| 03-230                                   | Armour Joints                                     | 351,999.72 SF | \$ | 1.70 / SF         | \$ | 598,399.52   |                        |
| 03-310                                   | Concrete Formwork S&I                             | 1.00 LS       | \$ | 1,081,600.00 / LS | \$ | 1,081,600.00 | <b>Skyline</b>         |
| 03-400                                   | Concrete Supply - Pile Caps                       | 10.20 M3      | \$ | 290.00 / M3       | \$ | 2,958.00     |                        |
| 03-400                                   | Concrete Pump, Place - Pile Caps                  | 2.24 HRS      | \$ | 235.00 / HRS      | \$ | 527.34       |                        |
| 03-400                                   | Concrete Supply - Piers                           | 58.00 M3      | \$ | 290.00 / M3       | \$ | 16,820.00    |                        |
| 03-400                                   | Concrete Pump, Place - Piers                      | 12.76 HRS     | \$ | 235.00 / HRS      | \$ | 2,998.60     |                        |
| 03-400                                   | Foundation Wall                                   | SF            | \$ | 40.50 / SF        | \$ |              |                        |
| 03-400                                   | Concrete Supply - Grade Beams                     | 3,405.00 M3   | \$ | 290.00 / M3       | \$ | 987,450.00   |                        |
| 03-400                                   | Concrete Pump, Place - Grade Beams                | 749.10 HRS    | \$ | 235.00 / HRS      | \$ | 176,038.50   |                        |
| 03-400                                   | Concrete Curb (Internal Curb Wall)                | 12,111.99 SF  | \$ | 32.00 / SF        | \$ | 387,583.74   |                        |
| 03-340                                   | Second Floor Slab Topping - Concrete Supply       | 166.55 M3     | \$ | 275.00 / M3       | \$ | 45,800.13    |                        |
| 03-340                                   | Second Floor Slab Topping - Pump, Place, & Finish | 36.64 HRS     | \$ | 340.75 / HRS      | \$ | 12,485.11    |                        |
| 03-340                                   | Concrete (Elevator Shaft)                         | - EA          | \$ | 19,500.00 / EA    | \$ | -            |                        |
| 03-350                                   | Mud Slab  | 248,260.00 SF | \$ | 2.12 / SF         | \$ | 527,245.30   |                        |
| 03-350                                   | Concrete Slab on Grade - 30 MPA (11")             | 6,585.31 M3   | \$ | 275.00 / M3       | \$ | 1,810,959.65 |                        |
| 03-350                                   | Concrete Slab on Grade - 25 MPA (4",8",9")        | 1,936.47 M3   | \$ | 225.00 / M3       | \$ | 435,705.29   |                        |
| 03-350                                   | Concrete Slab on Grade - Place & Finish           | 351,999.72 SF | \$ | 3.59 / SF         | \$ | 1,264,846.00 | <b>Dynamic Pumping</b> |



**CONSTRUCTION BUDGET**  
Class C Budget

Duration (months) 26.3  
Date 19-Feb-25

|                                  |         |
|----------------------------------|---------|
| <b>Building Footprint (sqft)</b> | 352,000 |
| Building Footprint (m2)          | 32,702  |
| Office Main Floor                | 5,850   |
| Office Second Floor              | 5,366   |
| Maintenance Main Floor           | 4,410   |

| PROJECT NAME | Sierra                          |            |    |    |                |    |              |
|--------------|---------------------------------|------------|----|----|----------------|----|--------------|
| 03-350       | Wet Cure                        | 351,999.72 | SF | \$ | 0.55 / SF      | \$ | 193,599.85   |
| 03-350       | Concrete - Stair Treads         | 3.40       | M3 | \$ | 335.00 / M3    | \$ | 1,139.67     |
| 03-350       | Place & Finish - Stair Treads   | 22.68      | M2 | \$ | 75.00 / M2     | \$ | 1,701.00     |
| 03-100       | Insulation (2 Layers) - Freezer | 248,260.00 | SF | \$ | 8.38 / SF      | \$ | 2,080,000.00 |
| 03-400       | Precast Concrete - WALLS        | -          | SF | \$ | 38.39 / SF     | \$ | -            |
| 03-500       | Refrigeration Header Trench     | 706.00     | LF | \$ | 250.00 / LF    | \$ | 176,500.00   |
| 03-500       | Overlay Toppings                | -          | LS | \$ | - / LS         | \$ | -            |
| 03-700       | Grout                           | 1.00       | LS | \$ | 37,500.00 / LS | \$ | 37,500.00    |
| 03-750       | Floor/SOG Grinding              | 248,260.00 | SF | \$ | 2.00 / SF      | \$ | 496,520.00   |
| 03-750       | Slab Sealer / Hardener          | 351,999.72 | SF | \$ | 0.65 / SF      | \$ | 228,799.82   |
| 03-750       | Joint Caulking                  | 351,999.72 | SF | \$ | 0.38 / SF      | \$ | 133,759.89   |
| 03-800       | Slab Relief Cuts                | 351,999.72 | SF | \$ | 0.28 / SF      | \$ | 98,559.92    |

**DIVISION #4 - MASONRY** **Total \$178,500.00**

|        |                    |          |    |    |            |    |            |                  |
|--------|--------------------|----------|----|----|------------|----|------------|------------------|
| 04-200 | Masonry Block      | 5,060.00 | SF | \$ | 35.28 / SF | \$ | 178,500.00 | Lawrence Masonry |
| 04-400 | Brick Masonry      | -        | SF | \$ | - / SF     | \$ | -          |                  |
| 04-800 | Masonry Assemblies | -        | LS | \$ | - / LS     | \$ | -          |                  |

**DIVISION #5 - STRUCTURAL / MISC. METALS** **Total \$11,486,400.00**

|        |   |            |    |    |                   |    |              |               |
|--------|---|------------|----|----|-------------------|----|--------------|---------------|
| 05-100 | Structural Steel  | 351,999.72 | SF | \$ | 27.88 / SF        | \$ | 9,815,000.00 | Collins Steel |
| 05-200 | Metal Joists  | -          | LS | \$ | - / LS            | \$ | -            |               |
| 05-300 | Mezzanine Steel Structure   | 5,366.46   | SF | \$ | 40.00 / SF        | \$ | in above     |               |
| 05-400 | Catwalk Structure   | 4,018.98   | SF | \$ | 24.50 / SF        | \$ | in below     |               |
| 05-500 | Misc. Metal Fabrications (stairs & handrail, Stair Tower)             | 1.00       | LS | \$ | 1,270,000.00 / LS | \$ | 1,270,000.00 | Collins Steel |
| 05-500 | Misc. Metal Fabrications (roof openings)                              | 20.00      | EA | \$ | 5,500.00 / EA     | \$ | 110,000.00   |               |
| 05-500 | Misc. Metal Fabrications (elevators)                                  | -          | EA | \$ | 26,750.00 / EA    | \$ | -            |               |
| 05-500 | Misc. Metal Fabrications (Solar Supports)                             | 1.00       | EA | \$ | 88,500.00 / EA    | \$ | in Vertex    |               |
| 05-500 | Misc. Metal Fabrications (Steel Angle Supports to IMP)                | 1.00       | EA | \$ | 65,000.00 / EA    | \$ | 65,000.00    |               |
| 05-500 | Misc. Metal Fabrications (Pipe Crossover Stairs - Refrigeration Runs) | 1.00       | LS | \$ | 50,000.00 / LS    | \$ | 50,000.00    |               |
| 05-500 | Steel Drainless Floor Matts   | 4.00       | EA | \$ | 4,500.00 / EA     | \$ | 18,000.00    |               |
| 05-700 | Ornamental Metal  | -          | LS | \$ | - / LS            | \$ | -            |               |
| 05-800 | Pre-Engineered Structures   | -          | LS | \$ | - / LS            | \$ | -            |               |
| 05-920 | Steel Bollards (Concrete Fill, Drilling, Yellow Sleeve)               | 132.00     | EA | \$ | 1,200.00 / EA     | \$ | 158,400.00   |               |

**DIVISION #6 - CARPENTRY** **Total \$500,751.08**

|        |   |            |    |    |             |    |            |  |
|--------|---|------------|----|----|-------------|----|------------|--|
| 06-100 | Rough Carpentry / Backing                                     | -          |    |    |             |    |            |  |
| 06-100 | Exterior Building Parapets (Main Warehouse)                   | 3,431.72   | LF | \$ | 84.00 / LF  | \$ | 288,264.21 |  |
| 06-100 | Exterior Building Parapets (Office)                           | 236.22     | LF | \$ | 145.00 / LF | \$ | 34,251.55  |  |
| 06-100 | Exterior Building Parapets (Maintenance)                      | 196.85     | LF | \$ | 5.00 / LF   | \$ | 984.24     |  |
| 06-100 | Exterior Building Blocking / Backing                          | 351,999.72 | SF | \$ | 0.08 / SF   | \$ | 28,159.98  |  |
| 06-100 | Interior Backing / Blocking / Doors / Windows / Washroom Asc. | 18,613.12  | SF | \$ | 1.76 / SF   | \$ | 32,759.09  |  |
| 06-200 | Finish Carpentry  | -          | LS | \$ | - / LS      | \$ | -          |  |
| 06-400 | Millwork  | 18,613.12  | SF | \$ | 6.25 / SF   | \$ | 116,332.01 |  |
| 08-200 | Wood Doors  | see Div 08 |    |    |             |    |            |  |
| 06-500 | Structural Plastics   | -          | LS | \$ | - / LS      | \$ | -          |  |
| 06-600 | Plastic Fabrications  | -          | LS | \$ | - / LS      | \$ | -          |  |
| 06-700 | Glue-Laminated Lumber   | -          | LS | \$ | - / LS      | \$ | -          |  |
| 06-900 | Wood and Plastic Restoration and Cleaning                     | -          | LS | \$ | - / LS      | \$ | -          |  |

**DIVISION #7 - THERMAL PROTECTION / BUILDING ENVELOPE** **Total \$10,586,713.01**

|        |   |            |    |    |                 |    |              |                  |
|--------|---|------------|----|----|-----------------|----|--------------|------------------|
| 07-100 | Spray Foam                                | -          | LS | \$ | - / LS          | \$ | -            |                  |
| 07-120 | Dampproofing and Waterproofing            | -          | LS | \$ | - / LS          | \$ | -            |                  |
| 07-200 | Thermal Protection - Insulation           | -          | LS | \$ | - / LS          | \$ | -            |                  |
| 07-300 | Metal Siding                              | 145.00     | m2 | \$ | 462.86 / m2     | \$ | in below     |                  |
| 07-350 | ACM                                       | -          | m2 | \$ | 375.00 / m2     | \$ | -            |                  |
| 07-360 | Insulated Metal Panels                    | 27,216.63  | m2 | \$ | 250.00 / m2     | \$ | 5,396,000.00 | Vertex           |
| 07-360 | Insulated Metal Panels (exterior)         | 14,993.00  | m2 | \$ | 250.00 / m2     | \$ | in above     |                  |
| 07-360 | Insulated Metal Panels (interior)         | 12,223.63  | m2 | \$ | 250.00 / m2     | \$ | in above     |                  |
| 07-380 | EIFS                                      | -          | m2 | \$ | 350.00 / m2     | \$ | -            |                  |
| 07-500 | Roofing (EPDM)                            | 351,999.72 | SF | \$ | 13.59 / SF      | \$ | 4,783,787.00 | CCS - TPO option |
| 07-500 | Roofing Walkways - Roof Pavers            | 2,930.00   | LF | \$ | 45.00 / LF      | \$ | 131,850.00   |                  |
| 07-500 | Roofing Protection - Pipe Stands          | 1.00       | LS | \$ | 100,000.00 / LS | \$ | 100,000.00   |                  |
| 07-500 | Roofing (RTU and Exhaust openings, Curbs) | 20.00      | EA | \$ | 4,500.00 / EA   | \$ | 90,000.00    |                  |
| 07-600 | Flashing and Sheet Metal                  | 1,375.00   | M  | \$ | 17.50 / M       | \$ | 24,062.50    |                  |
| 07-700 | Roof Specialties and Accessories          | -          | LS | \$ | - / LS          | \$ | -            |                  |
| 07-800 | Fire Stopping / Smoke Seal                | 18,613.12  | SF | \$ | 0.55 / SF       | \$ | 10,237.22    |                  |
| 07-850 | Fire Proofing (Spray)                     | 8,353.12   | SF | \$ | 5.54 / SF       | \$ | 46,276.29    |                  |
| 07-900 | Joint Sealers                             | 1.00       | LS | \$ | 4,500.00 / LS   | \$ | 4,500.00     |                  |

**DIVISION #8 - DOORS, WINDOWS & GLAZING** **Total \$2,374,370.19**

|        |                                |       |    |    |                |    |           |  |
|--------|--------------------------------|-------|----|----|----------------|----|-----------|--|
| 08-100 | Exterior HMD's & PSF's         | 25.00 | EA | \$ | 1,050.00 / EA  | \$ | 26,250.00 |  |
| 08-100 | Interior PSF's c/w sidelights  | 16.00 | EA | \$ | 725.00 / EA    | \$ | 11,600.00 |  |
| 08-200 | Wood Doors                     | 29.00 | EA | \$ | 850.00 / EA    | \$ | 24,650.00 |  |
| 08-300 | Traffic / Impact Doors         | -     | EA | \$ | - / EA         | \$ | -         |  |
| 08-700 | Hardware                       | 70.00 | EA | \$ | 400.00 / EA    | \$ | 28,000.00 |  |
| 08-450 | Door & Hardware - Installation | 70.00 | EA | \$ | 500.00 / EA    | \$ | 35,000.00 |  |
| 08-400 | Overhead Doors                 | 3.00  | EA | \$ | 18,500.00 / EA | \$ | 55,500.00 |  |



**CONSTRUCTION BUDGET**  
Class C Budget

Duration (months) 26.3  
Date 19-Feb-25

|                                  |         |
|----------------------------------|---------|
| <b>Building Footprint (sqft)</b> | 352,000 |
| Building Footprint (m2)          | 32,702  |
| Office Main Floor                | 5,850   |
| Office Second Floor              | 5,366   |
| Maintenance Main Floor           | 4,410   |

**PROJECT NAME** Sierra

|        |                                 |           |    |    |                |    |            |        |
|--------|---------------------------------|-----------|----|----|----------------|----|------------|--------|
| 08-410 | Loading Dock Doors              | 40.00     | EA | \$ | 8,250.00 / EA  | \$ | 330,000.00 |        |
| 08-400 | High Speed Roll-up Door         | 19.00     | EA | \$ | 42,500.00 / EA | \$ | 807,500.00 |        |
| 08-400 | Impact Door (double)            | 1.00      | EA | \$ | 5,500.00 / EA  | \$ | 5,500.00   |        |
| 08-400 | Coolair Man Door                | 36.00     | EA | \$ | 6,827.59 / EA  | \$ | 245,793.10 | Vertex |
| 08-500 | Interior Office - Curtainwall   | 1,144.00  | SF | \$ | 73.00 / SF     | \$ | 83,512.00  |        |
| 08-500 | Interior Office - Punch Windows | 18,613.12 | SF | \$ | 1.15 / SF      | \$ | 21,405.09  |        |
| 08-800 | Aluminum Glazing / Curtain Wall | 6,206.00  | SF | \$ | 110.00 / SF    | \$ | 682,660.00 |        |
| 08-850 | Aluminum Storefronts            | 2.00      | EA | \$ | 6,500.00 / EA  | \$ | 13,000.00  |        |
| 08-900 | Auto Operators                  | 2.00      | EA | \$ | 2,000.00 / EA  | \$ | 4,000.00   |        |
| 08-950 | Window Films                    |           | EA | \$ | 350.00 / EA    | \$ | -          |        |

**DIVISION #9 - BUILDING FINISHES** **Total \$645,003.50**

|        |   |            |    |    |                |          |            |  |
|--------|---|------------|----|----|----------------|----------|------------|--|
| 09-100 | Demising Wall                                   |            | LF | \$ | 500.00 / LF    | \$       | -          |  |
| 09-100 | Exterior Grade Steel Stud & Drywall             |            | SF | \$ | 11.70 / SF     | \$       | -          |  |
| 09-100 | Fire Rated Partitions (Offices)                 |            | LF | \$ | 875.00 / LF    | in below |            |  |
| 09-100 | Drywall Interior (Steel Stud, Drywall) - Office | 425.00     | LM | \$ | 670.00 / LM    | \$       | 284,750.00 |  |
| 09-500 | Ceilings  | 11,616.46  | SF | \$ | 8.35 / SF      | \$       | 96,997.42  |  |
| 09-300 | Wall Tile                                       | 580.82     | SF | \$ | 22.00 / SF     | \$       | 12,778.10  |  |
| 09-400 | Polished Concrete Floor                         | 6,336.66   | SF | \$ | 6.20 / SF      | \$       | 39,287.31  |  |
| 09-400 | Polyurethane Floor                              | 360.00     | SF | \$ | 15.00 / SF     | \$       | 5,400.00   |  |
| 09-400 | Floor Ceramic Tile / Slate / Granite            |            | SF | \$ | 7.00 / SF      | \$       | -          |  |
| 09-600 | Flooring (LVT, Carpet, Base...)                 | -          | SF | \$ | 7.00 / SF      | \$       | -          |  |
| 09-700 | Wall Finishes                                   |            | SF | \$ | - / SF         | \$       | -          |  |
| 09-800 | Acoustical Treatment                            |            | SF | \$ | - / SF         | \$       | -          |  |
| 09-950 | Paints and Coatings                             | 1.00       | LS | \$ | 95,000.00 / LS | \$       | 95,000.00  |  |
| 09-900 | Painting - Steel                                | 351,999.72 | SF | \$ | 0.30 / SF      | \$       | 105,599.92 |  |
| 09-900 | Painting - Exterior Concrete Foundation         | 2,307.00   | SF | \$ | 2.25 / SF      | \$       | 5,190.75   |  |
| 09-900 | Painting - Exterior Precast Walls               | -          | SF | \$ | 2.50 / SF      | \$       | -          |  |

**DIVISION #10 - SPECIALTY ITEMS** **Total \$102,280.00**

|        |                                   |        |     |    |               |    |           |  |
|--------|-----------------------------------|--------|-----|----|---------------|----|-----------|--|
| 10-100 | Visual Display Boards             |        | EA  | \$ | - / EA        | \$ | -         |  |
| 10-150 | Compartments and Cubicles         |        | EA  | \$ | - / EA        | \$ | -         |  |
| 10-200 | Louvers and Vents                 |        | EA  | \$ | - / EA        | \$ | -         |  |
| 10-240 | Grilles and Screens               |        | EA  | \$ | - / EA        | \$ | -         |  |
| 10-250 | FRP                               |        | SF  | \$ | - / SF        | \$ | -         |  |
| 10-260 | Wall and Corner Guards            | 68.00  | EA  | \$ | 220.00 / EA   | \$ | 14,960.00 |  |
| 10-270 | Access Flooring                   |        | SF  | \$ | - / SF        | \$ | -         |  |
| 10-340 | Manufactured Exterior Specialties |        | EA  | \$ | - / EA        | \$ | -         |  |
| 10-400 | Exterior & Interior Signage       |        | LS  | \$ | - / LS        | \$ | -         |  |
| 10-500 | Lockers                           | 98.00  | EA  | \$ | 240.00 / EA   | \$ | 23,520.00 |  |
| 10-600 | Partitions                        |        | EA  | \$ | - / EA        | \$ | -         |  |
| 10-670 | Storage Shelving                  |        | EA  | \$ | - / EA        | \$ | -         |  |
| 10-820 | Washroom Accessories              | 65.00  | EA  | \$ | 280.00 / EA   | \$ | 18,200.00 |  |
| 10-700 | Mirrors                           | 15.00  | EA  | \$ | 450.00 / EA   | \$ | 6,750.00  |  |
| 10-820 | Toilet Partitions                 | 12.00  | EA  | \$ | 1,200.00 / EA | \$ | 14,400.00 |  |
| 10-280 | Specialties Install               | 326.00 | PCS | \$ | 75.00 / PCS   | \$ | 24,450.00 |  |

**DIVISION #11 - EQUIPMENT** **Total \$851,760.00**

|        |   |       |    |    |                |    |            |                       |
|--------|---|-------|----|----|----------------|----|------------|-----------------------|
| 11-120 | Gym Equipment                                       |       | EA | \$ | - / EA         | \$ | -          |                       |
| 11-130 | Audio-Visual Equipment                              |       | EA | \$ | - / EA         | \$ | -          |                       |
| 11-140 | Vehicle Service Equipment                           |       | EA | \$ | - / EA         | \$ | -          |                       |
| 11-150 | Parking Control Equipment                           |       | EA | \$ | - / EA         | \$ | -          |                       |
| 11-160 | Loading Dock Equipment (Levellers, Seals & Bumpers) | 36.00 | EA | \$ | 23,660.00 / EA | \$ | 851,760.00 | Dock Products (Serco) |
| 11-170 | Solid Waste Handling Equipment                      |       | EA | \$ | - / EA         | \$ | -          |                       |
| 11-200 | Water Supply and Treatment Equipment                |       | EA | \$ | - / EA         | \$ | -          |                       |
| 11-300 | Fluid Waste Treatment and Disposal Equipment        |       | EA | \$ | - / EA         | \$ | -          |                       |
| 11-500 | Industrial and Process Equipment                    |       | EA | \$ | - / EA         | \$ | -          |                       |
| 11-600 | Laboratory Equipment                                |       | EA | \$ | - / EA         | \$ | -          |                       |
| 11-680 | Office Equipment                                    |       | EA | \$ | - / EA         | \$ | -          |                       |

**DIVISION #12 - FURNISHINGS** **Total \$15,444.00**

|        |                                    |          |    |    |            |    |           |  |
|--------|------------------------------------|----------|----|----|------------|----|-----------|--|
| 12-100 | Fabrics                            |          | EA | \$ | - / EA     | \$ | -         |  |
| 12-150 | Art                                |          | EA | \$ | - / EA     | \$ | -         |  |
| 12-300 | Window Coverings - Office          | 1,144.00 | SF | \$ | 13.50 / SF | \$ | 15,444.00 |  |
| 12-400 | Furnishings and Accessories        |          | EA | \$ | - / EA     | \$ | -         |  |
| 12-700 | Systems Furniture                  |          | EA | \$ | - / EA     | \$ | -         |  |
| 12-800 | Interior Plants and Planters       |          | EA | \$ | - / EA     | \$ | -         |  |
| 12-900 | Furnishings Restoration and Repair |          | EA | \$ | - / EA     | \$ | -         |  |

**DIVISION #13 - SPECIAL CONSTRUCTION** **Total \$0.00**

|        |   |   |    |    |                   |    |   |                  |
|--------|---|---|----|----|-------------------|----|---|------------------|
| 13-200 | Storage Tanks                           |   | EA | \$ | - / EA            | \$ | - |                  |
| 13-400 | Measurement and Control Instrumentation |   | EA | \$ | - / EA            | \$ | - |                  |
| 13-550 | Transportation Control Instrumentation  |   | EA | \$ | - / EA            | \$ | - |                  |
| 13-600 | Solar Equipment                         | - | EA | \$ | 5,946,223.00 / EA | \$ | - | PC SUM or Sierra |
| 13-700 | Security Access and Surveillance        |   | EA | \$ | - / EA            | \$ | - |                  |



**CONSTRUCTION BUDGET**  
Class C Budget

Duration (months) 26.3  
Date 19-Feb-25

|                                  |         |
|----------------------------------|---------|
| <b>Building Footprint (sqft)</b> | 352,000 |
| Building Footprint (m2)          | 32,702  |
| Office Main Floor                | 5,850   |
| Office Second Floor              | 5,366   |
| Maintenance Main Floor           | 4,410   |

**PROJECT NAME** Sierra

|        |                                 |    |    |   |      |    |   |
|--------|---------------------------------|----|----|---|------|----|---|
| 13-800 | Building Automation and Control | EA | \$ | - | / EA | \$ | - |
| 13-850 | Detection and Alarm             | EA | \$ | - | / EA | \$ | - |
| 13-900 | Racking                         | SF |    |   | / SF |    |   |

**Sierra Direct**

**DIVISION #14 - CONVEYING SYSTEMS**

|        |                             |    |    |           |            |      | Total | \$0.00 |
|--------|-----------------------------|----|----|-----------|------------|------|-------|--------|
| 14-100 | Crane Runway                | LF | \$ | 1,220.00  | / LF       | \$   | -     |        |
| 14-100 | Cranes (2-Ton)              | EA | \$ | 39,000.00 | / EA       | \$   | -     |        |
| 14-100 | Cranes (5-Ton)              | EA | \$ | 50,000.00 | / EA       | \$   | -     |        |
| 14-100 | Jib Crane                   | EA | \$ | 9,350.00  | / EA       | \$   | -     |        |
| 14-100 | Crane Installation          | -  | EA | \$        | 21,650.00  | / EA | \$    | -      |
| 14-200 | Elevators                   | -  | EA | \$        | 125,000.00 | / EA | \$    | -      |
| 14-300 | Escalators and Moving Walks | EA | \$ | -         | / EA       | \$   | -     |        |
| 14-400 | Lifts                       | EA | \$ | -         | / EA       | \$   | -     |        |
| 14-500 | Material Handling           | EA | \$ | -         | / EA       | \$   | -     |        |
| 14-600 | Hoists and Cables           | EA | \$ | -         | / EA       | \$   | -     |        |

**DIVISION #15 - MECHANICAL**

|        |  |            |    |    |                |      | Total | \$28,761,371.56 |                  |
|--------|--|------------|----|----|----------------|------|-------|-----------------|------------------|
| 15-100 | Mechanical (All Inclusive, sprinklers nic)                 | 360,352.84 | SF | \$ | 10.25          | / SF | \$    | 3,694,297.00    | TerraWerx        |
| 15-100 | Mechanical Underslab Glycol System - Deduct                | 1.00       | LS | \$ | (1,100,000.00) | / LS | \$    | (1,100,000.00)  | in Refrigeration |
| 15-100 | Mechanical (All Inclusive, sprinklers nic) - Office Outfit |            | SF | \$ | 44.50          | / SF | \$    | -               |                  |
| 15-200 | Plumbing   | 347,730.00 | SF | \$ | 3.05           | / SF |       | in above        |                  |
| 15-300 | Fire Protection - Sprinklers                               | 1.00       | LS | \$ | 7,787,990.00   | / LS | \$    | 7,787,990.00    | Viking           |
| 15-700 | HVAC   | 1.00       | SF | \$ | 970,167.00     | / SF |       | in above        |                  |
| 15-750 | HVAC Equipment Supply (MUA, RTUs & EF)                     |            | SF |    |                | / SF |       | in above        |                  |
| 15-910 | Underslab Heat/Cooling - Glycol System                     | 248,260.00 | SF | \$ | 3.55           | / SF |       | in below        |                  |
| 15-900 | Refrigeration  | 1.00       | LS | \$ | 17,500,000.00  | / Ea | \$    | 17,500,000.00   | PC SUM           |
| 15-900 | LV Control Wiring  | 360,352.84 | SF | \$ | 1.85           | / SF | \$    | 666,652.76      |                  |
| 15-950 | Testing, Adjusting, and Balancing                          | 1.00       | LS | \$ | 20,000.00      | / LS |       | in above        |                  |
| 02-260 | Mechanical - Trench / Backfill                             | 1,148.28   | LF | \$ | 185.00         | / LF | \$    | 212,431.80      |                  |

**DIVISION #16 - ELECTRICAL**

|        |  |            |    |    |            |      | Total | \$14,670,537.13 |                  |
|--------|--|------------|----|----|------------|------|-------|-----------------|------------------|
| 16-100 | Electrical (All Inclusive)   | 360,352.84 | SF | \$ | 37.39      | / SF | \$    | 13,473,269.00   | EE Joint Venture |
| 16-100 | Electrical (All Inclusive) - Base Build                              |            | SF | \$ | 6.75       | / SF | \$    | -               |                  |
| 16-100 | Electrical (All Inclusive) - Office Outfit                           |            | SF | \$ | 55.00      | / SF | \$    | -               |                  |
| 16-300 | Electrical Service / Distribution - Site                             |            | LS | \$ | -          | / LS | \$    | -               |                  |
| 16-400 | Site Lighting  |            | SF | \$ | -          | / SF | \$    | -               |                  |
| 16-500 | Fire Alarm   |            | LS | \$ | -          | / LS | \$    | -               |                  |
| 16-700 | Control & Camera Systems   | 1.00       | LS | \$ | 610,960.00 | / LS | \$    | 610,960.00      | PC SUM           |
| 16-800 | Substitute Aluminum Feeders in lieu of Copper for Distribution Feede | 1.00       | LS | \$ | 502,943.00 | / LS | \$    | 502,943.00      | PC SUM           |
| 02-270 | Electrical - Trench / Backfill                                       | 2,526.22   | LF | \$ | 33.00      | / LF | \$    | 83,365.13       |                  |

**SUMMARY**

| <b>COST INCLUSIONS</b>                |  | Sub-Total   | \$ | 96,820,733.99 |
|---------------------------------------|--|-------------|----|---------------|
| PC SUM - #1                           | Heating / Hoarding (Winter Conditions) |             |    |               |
| (Add)                                 | \$1,250,000.00                         |             |    |               |
| <b>SCOPE ALTERNATES/SUBSTITUTIONS</b> |  |             |    |               |
| Alternate #1                          | Solar                                  |             |    |               |
| (Add)                                 | \$6,302,996.38                         |             |    |               |
| Alternate #2                          | Control & Camera Systems               |             |    |               |
| (Add)                                 | \$705,658.80                           |             |    |               |
|                                       |  | Design Fees | \$ | 1,510,695.00  |
|                                       |  | PC SUMS     | \$ | 1,250,000.00  |
|                                       |  | Contingency | \$ | 2,420,518.35  |
|                                       |  | Bonds       | \$ | -             |
|                                       |  | Permits     | \$ | 974,245.70    |
|                                       |  | Insurance   | \$ | 822,462.67    |
|                                       |  | Fee @ 6%    | \$ | 6,227,919.34  |

**TOTAL \$ 110,026,575**  
Cost / SF \$ 305.33

Budget numbers provided are based on historical numbers and are accurate to within 10% to 15%

## PC SUM ALLOCATIONS

|   | Landlord PC Sum | Tenant PC Sum | Tenant Direct* |
|---|-----------------|---------------|----------------|
| Site Demolition - CNOOC Pipe Removal PC SUM                         | \$ 400,000      | \$ -          | \$ -           |
| Pile Casings (due to Water/Wetlands)                                | 250,000         | -             | -              |
| Cement Stabilization  | 250,000         | -             | -              |
| Retaining Wall - Landscape  | 500,000         | -             | -              |
| Solar   | -               | -             | 5,946,223      |
| Racking   | -               | -             | 29,832,399     |
| Refrigration  | -               | 17,500,000    | -              |
| Control & Camera Systems  | -               | 610,960       | -              |
| Substitute Aluminum Feeders in lieu of Copper for Distribution Feed | -               | 502,943       | -              |
| Winter Heating and Hoarding   | 1,250,000       | -             | -              |
|   | 2,650,000       | 18,613,903    | 35,778,622     |

\*(Not Included in Construction Budget)



Total Leaseable (SF)

360,353

**York Contract**

|  |                    |
|--|--------------------|
| DIVISION #1 - GENERAL REQUIREMENTS                   | 4,035,429          |
| DIVISION #2 - SITE WORK                              | 10,595,103         |
| DIVISION #3 - CONCRETE [SITE]                        | 23,100             |
| DIVISION #3 - CONCRETE [BUILDING]                    | 11,993,971         |
| DIVISION #4 - MASONRY                                | 178,500            |
| DIVISION #5 - STRUCTURAL / MISC. METALS              | 11,486,400         |
| DIVISION #6 - CARPENTRY                              | 500,751            |
| DIVISION #7 - THERMAL PROTECTION / BUILDING ENVELOPE | 10,586,713         |
| DIVISION #8 - DOORS, WINDOWS & GLAZING               | 2,374,370          |
| DIVISION #9 - BUILDING FINISHES                      | 645,004            |
| DIVISION #10 - SPECIALTY ITEMS                       | 102,280            |
| DIVISION #11 - EQUIPMENT                             | 851,760            |
| DIVISION #12 - FURNISHINGS                           | 15,444             |
| DIVISION #13 - SPECIAL CONSTRUCTION / RACKING        | -                  |
| SOLAR  | -                  |
| DIVISION #14 - CONVEYING SYSTEMS                     | -                  |
| DIVISION #15 - MECHANICAL                            | (Broken out below) |
| Fire Protection                                      | 7,787,990          |
| Mechanical   | 2,373,382          |
| Refrigeration  | 17,500,000         |
| Underfloor Cooling System                            | 1,100,000          |

|                           |            |
|---------------------------|------------|
| HVAC                      | in above   |
| DIVISION #16 - ELECTRICAL | 14,670,537 |

|             |            |
|-------------|------------|
| Sub-Total   | 96,820,734 |
| Design Fees | 1,510,695  |
| PC SUMS     | 1,250,000  |
| Contingency | 2,420,518  |
| Bonds       | -          |
| Permits     | 974,246    |
| Insurance   | 822,463    |
| Fee @ 6%    | 6,227,919  |

This is **Exhibit "M"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Montgomery". The signature is written in a cursive style with a large, stylized initial "M".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

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**From:** Rob Vanden Broek <Rob.VandenBroek@sierrascs.com>  
**Sent:** September 20, 2023 4:48 PM  
**To:** Matt Woolsey  
**Cc:** Ramesh Nedadur  
**Subject:** Re: Proposed Deal Structure

Ramesh and I will review our schedules and advise. Being in the car is not an issue. Stay tuned.

Rob

---

**From:** Matt Woolsey <matt@yorkrealty.ca>  
**Sent:** Wednesday, September 20, 2023 2:25:27 PM  
**To:** Rob Vanden Broek <Rob.VandenBroek@sierrascs.com>  
**Cc:** Ramesh Nedadur <Ramesh.Nedadur@sierrascs.com>  
**Subject:** Re: Proposed Deal Structure  
[EXTERNAL EMAIL: Proceed with caution]

Hi Rob,

I'm driving to and from Calgary tomorrow. Are you OK if I take the call from the car?

If so, I'm free until 11 am MST and again after 3:30 pm MST.

Let me know if something there works.

Matt

**Matt Woolsey** *President*

**P** 780.421.4000 **D** 780.508.0104 **C** 780.906.6321

10303 Jasper Avenue, Suite 1600

Edmonton, AB T5J 3N6

**YORK REALTY** *Property Solutions Simplified™*

---

**From:** Rob Vanden Broek <Rob.VandenBroek@sierrascs.com>  
**Date:** Wednesday, September 20, 2023 at 12:22 PM  
**To:** Matt Woolsey <matt@yorkrealty.ca>  
**Cc:** Ramesh Nedadur <Ramesh.Nedadur@sierrascs.com>  
**Subject:** RE: Proposed Deal Structure

Matt,

Are you free tomorrow at 1 pm MST to walk through the document?

Rob Vanden Broek | CEO

**Sierra Supply Chain Services**

5090 Explorer Drive, Suite 203

Mississauga, ON L4W 4T9, Canada

**M:** 416.618.8894

**E:** [rob.vandenbroek@sierrascs.com](mailto:rob.vandenbroek@sierrascs.com)

[www.sierrasupplychain.com](http://www.sierrasupplychain.com)

**sierra**  
SUPPLY CHAIN SERVICES BEST MANAGED COMPANIES



**From:** Matt Woolsey <matt@yorkrealty.ca>  
**Sent:** Wednesday, September 20, 2023 7:12 AM  
**To:** Rob Vanden Broek <Rob.VandenBroek@sierrasc.com>  
**Subject:** Proposed Deal Structure  
[EXTERNAL EMAIL: Proceed with caution]

Hi Rob,

I hope you are well. I am sharing this information with you first so that we can discuss if need be. I have thought on this for a few days and, given the volatility in bonds and our need to "start earthwork", I am proposing the following:

- We reduce the "GC Carried Contingency" by \$1mm.
- We fix the land price budget per my previous presentation
- We include the racking as part of the LL Work (Sierra would still pay the cost directly in a separate contract). This would mean that Sierra wouldn't commence paying Basic Rent on the respective phases until the freezer and racking were fully "up and running".
- We fix the "Interest Carry Amount" at \$10.2mm – if we achieve the various stages of occupancy at a lower interest cost then Sierra can keep the savings, if we "over-run" the interest cost due to the GC or Landlord, York handles the cost.

Please let me know your thoughts – I'm happy to jump on a call when it suits you.

Thanks,

Matt

**Matt Woolsey** *President*

**P** 780.421.4000 **D** 780.508.0104 **C** 780.906.6321

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Edmonton, AB T5J 3N6

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This is **Exhibit "N"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Montgomery". The signature is written in a cursive style with a large, stylized initial "M".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

---

**From:** Ramesh Nedadur <Ramesh.Nedadur@sierrascs.com>  
**Sent:** September 28, 2023 11:05 AM  
**To:** Matt Woolsey; Rob Vanden Broek  
**Subject:** Re: Some thought

Thx Matt

Get [Outlook for iOS](#)

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**From:** Matt Woolsey <matt@yorkrealty.ca>  
**Sent:** Thursday, September 28, 2023 10:44:13 AM  
**To:** Ramesh Nedadur <Ramesh.Nedadur@sierrascs.com>; Rob Vanden Broek <Rob.VandenBroek@sierrascs.com>  
**Subject:** Re: Some thought

[EXTERNAL EMAIL: Proceed with caution]

Hi Ramesh,

Thanks for this.

If you look through the original lease budget (the \$94mm) a 6 % fee was already included in that number. To compare apples it should be the \$94 mm to the \$108mm. The GC contingency was not included in the original budget but given that some costing remains open they have asked for this amount. If you look at the latest budget I attached last night, you will see that amount has decreased by \$ 1 mm (to a net of \$1.5mm).

Feel free to email me if you have any other questions during your review.

Thx.  
Matt

**Matt Woolsey** *President*  
**P** 780.421.4000 **D** 780.508.0104 **C** 780.906.6321  
10303 Jasper Avenue, Suite 1600  
Edmonton, AB T5J 3N6

**YORK REALTY** *Property Solutions Simplified™*

---

**From:** Ramesh Nedadur <Ramesh.Nedadur@sierrascs.com>  
**Sent:** Thursday, September 28, 2023 8:13:32 AM  
**To:** Matt Woolsey <matt@yorkrealty.ca>; Rob Vanden Broek <Rob.VandenBroek@sierrascs.com>  
**Subject:** Some thought

Hi Matt

I will spend today to look at the document you had sent last night. Thanks for working through this. We are one team and will strive for all round success. A few things to go over.

I was going over original lease and was comparing with our current details. I see that in original lease, we did not realize building cost added contingency and 6% Project Management . The two levels of contingency and management Cost is throwing me away I guess.

Should we include interest during construction and part of contingency in to PC sum ? These are the questions I have I did a comparison between lease and what we have now ( meaning one version prior) and let us talk through.

**Cost Comparison**

| Built Area Sq Ft |   |       |      |  |  |   |       |           |          |
|------------------|---|-------|------|--|--|---|-------|-----------|----------|
|                  |   |       |      |  |  |   | Per S |           | \$       |
| Land             | 1 | 1019  | \$0  |  |  | 2 | 1     | \$0.05    | (\$)     |
| Building cost    |   |       |      |  |  |   |       |           |          |
| Legal and Survey |   | 0     | \$   |  |  | 0 |       | \$0.06    |          |
| Building Cost    | 3 | 1,809 | \$26 |  |  | 3 | 7     | \$261.03  | (\$1.3)  |
| Project Mgt      |   |       |      |  |  | 2 |       | \$17.08   | (\$0.2)  |
| Contingency      |   |       |      |  |  | 2 |       | \$6.12    | (\$0.4)  |
| Mortgage Fee     |   | 4     | \$   |  |  | 7 |       | \$0.17    | (\$)     |
| Finance Fee      |   | 8     | \$   |  |  | 5 |       | \$1.04    | (\$0)    |
| Brokerage        |   | 12    | \$   |  |  | 8 |       | \$9.12    | (\$0)    |
| Contingency      |   | 11    | \$   |  |  | 4 |       | \$12.00   | (\$0)    |
| Development Mgt. |   | 10    | \$   |  |  | 2 |       | \$13.00   | (\$0)    |
| Interest         |   | 19    | \$   |  |  | 5 | 1     | \$28.17   | (\$1.9)  |
|                  |   |       |      |  |  |   |       |           |          |
|                  |   |       |      |  |  |   |       |           |          |
|                  |   |       |      |  |  |   |       |           |          |
|                  | 2 | 1,242 | \$35 |  |  | 3 | 1     | \$4.04.83 | (\$21.5) |

I will send invite for a call at our noon tomorrow. Thanks  
 Ramesh Nedadur | President and COO  
 Sierra Supply Chain Services  
 a division of Eastern Meat Solutions Inc.  
 5090 Explorer Drive, Suite 203, Mississauga, Ontario. L4W 5X6  
**T:** 416.252.2791 x 241 **M:** 416-471-2519 **F:** 416-252-2544  
**E:** [ramesh.nedadur@sierrascs.com](mailto:ramesh.nedadur@sierrascs.com)  
[www.sierrasupplychain.com](http://www.sierrasupplychain.com)

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**From:** Matt Woolsey <matt@yorkrealty.ca>  
**Sent:** Wednesday, September 27, 2023 11:24 PM  
**To:** Rob Vanden Broek <Rob.VandenBroek@sierrascs.com>; Ramesh Nedadur <Ramesh.Nedadur@sierrascs.com>  
**Subject:** Revised Rent  
 [EXTERNAL EMAIL: Proceed with caution]  
 Gentlemen,  
 Thanks for your patience – I was waiting on YCI’s summary of the concrete floor credits.



Please find my proposal attached for a Basic Rent on the new facility. The rent has decreased to \$11.75mm from \$12.1mm. Major changes:

- Bond yield modified to set at 4.10% (current yield 4.35%)
- Amortization increased to 25-years
- Land development cost increased to allow for revised levies
- Freezer/Cooler/Shipping/Receiving area Concrete Floor amount added as PC Sum

Look forward to speaking on Friday and please let me know if you have any questions.

Thanks,

Matt

**Matt Woolsey** *President*

**P** 780.421.4000 **D** 780.508.0104 **C** 780.906.6321

10303 Jasper Avenue, Suite 1600

Edmonton, AB T5J 3N6

**YORK REALTY** *Property Solutions Simplified™*

This is **Exhibit "O"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Montgomery". The letter "M" is large and stylized, with a loop at the top. The rest of the name is written in a cursive, flowing style.

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

---

**From:** Matt Woolsey  
**Sent:** October 25, 2023 7:16 PM  
**To:** Rob Vanden Broek; Ramesh Nedadur  
**Subject:** Lease Amending Agreement  
**Attachments:** Lease Amending Agreement - 10-25-23.pdf

Gents;

I'm attaching our proposed LAA for your new building in Balzac. Please let me know if you have any questions once you have had a moment to review. Thanks for your patience.

Matt

**Matt Woolsey** *President*

**P** 780.421.4000 **D** 780.508.0104 **C** 780.906.6321

10303 Jasper Avenue, Suite 1600

Edmonton, AB T5J 3N6

**YORK REALTY** *Property Solutions Simplified™*

**LEASE AMENDING AGREEMENT**

**THIS Lease Amending Agreement** made the \_\_\_\_ day of October, 2023 (this “**Amending Agreement**”)

**AMONG:**

**SIERRA WINDS BUSINESS PARK INC.**  
(the “**Landlord**”)

-and

**SIERRA REALTY CALGARY CORPORATION**  
(the “**Tenant**”)

**WHEREAS:**

- A. By a Lease Agreement dated March 10, 2023 (the “**Lease**”), the Landlord leased to the Tenant the Leased Premises, which Leased Premises includes the Building to be constructed on the lands legally described in Schedule “A” to the Lease, on the terms more particularly set out in the Lease.
- B. The parties have completed and mutually approved the Final Building Plans and Project Budget, which are attached hereto as Schedule “A”.
- C. The parties have agreed to confirm certain terms in the Lease and to amend the Lease as follows.

**IN CONSIDERATION** of the rent and the covenants contained herein and in the Lease and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of the parties, the parties agree as follows:

**1. DEFINITIONS**

All words and expressions used in this Amending Agreement (including in the recitals hereof), unless otherwise defined, shall have the meaning ascribed to them in the Lease.

**2. AMENDMENTS**

The Lease is hereby amended as follows:

- (a) All references in the Lease and any other documents delivered pursuant to the Lease that refer to the Tenant as “**SIERRA REALTY (CALGARY) CORPORATION**” are hereby deleted and replaced with “**SIERRA REALTY CALGARY CORPORATION**”.
- (b) The final paragraph in Section 2 of the Lease is hereby deleted in its entirety and replaced with the following:  
  
“The “**Leased Premises**” shall mean the Building, comprising 360,353 square feet, more or less (the “**Floor Area of the Leased Premises**”), located on the Parcel.”
- (c) Section 3 of the Lease is hereby deleted in its entirety and replaced with the following:

**“3. TERM**

To have and to hold the Leased Premises for a term (the “**Term**”) of Twenty-Five (25) years commencing on the latest of: (a) the day following Substantial Completion Date for the entire Building (or the date that Substantial Completion would have occurred but for Tenant Delay(s)); and (b) the expiry of the last running Fixturing Period (the “**Commencement Date**”) and expiring on the last day of the month that is 25 years after the Commencement Date (the “**Expiry Date**”), as may be adjusted pursuant to Schedule “C” or Schedule “D”.

- (d) Section 4 of the Lease is hereby deleted in its entirety and replaced with the following:

**“4. BASIC RENT**

The Tenant shall pay without any variation, set-off, or deduction whatsoever, payable in advance on the first day of each month during the Term basic rent as follows:

- (a) For the first five years of the Term, an annual rate of \$11,750,000.00 (the “**Initial Per Annum Basic Rent**”), payable in equal, consecutive monthly instalments of \$979,166.67 per month; and
- (b) From and after the Sixth (6<sup>th</sup>) anniversary of the Commencement Date through and until the end of the Term, for each year commencing on an anniversary of the Commencement Date and expiring on the day immediately prior to the next following anniversary of the Commencement Date, the per annum Basic Rent shall

be equal to the per annum Basic Rent payable for the immediately preceding lease year, plus an increase of 2.00%

hereinafter (collectively, the "**Basic Rent**").

All amounts herein are rounding excepted and exclusive of GST. For any period of less than one (1) month, the Basic Rent payable for that period shall be calculated on a *per diem* basis at a rate equal to 1/365 of the Basic Rent payable for the year."

- (e) Subsection 1.a. of Schedule "D" to the Lease is hereby amended to replace the reference to "350,311 square foot" with "360,353 square foot".
- (f) Subsection 2.a. of Schedule "D" to the Lease is hereby deleted in its entirety and replaced with the following:
  - "a. Any additional improvement work beyond the Landlord's Work shall be designed, constructed, and installed by Tenant at Tenant's cost (the "**Tenant's Work**").
- (g) Subsection 2.c. of Schedule "D" to the Lease is hereby amended by inserting the following at the end of the section:

Notwithstanding anything to the contrary in this Schedule "D", in order to facilitate completion of Tenant's Work, Landlord has agreed that its general contractor will assist with certain Tenant's Work items set out below on the following basis:

- (i) Tenant shall be solely responsible for all costs pertaining to the Tenant's racking (including procurement, construction, installation, and permitting thereof), and shall forthwith pay all such costs upon receipt of any invoice therefor.
- (ii) Landlord and Tenant have estimated that the cost for procurement, construction, and installation of the following Tenant's Work items shall have the following estimated costs:

|     |                             |              |
|-----|-----------------------------|--------------|
| (1) | Refrigeration:              | \$17,500,000 |
| (2) | Control & Camera Systems    | \$610,960    |
| (3) | Substitute Aluminum Feeders | \$502,943    |
|     | Total                       | \$18,613,903 |

Collectively the "**Tenant PC Sums**". If the cumulative actual cost for the foregoing items is greater than the Tenant PC Sums, Tenant shall be responsible for such higher amount, which amounts shall be paid in the same manner as TI Work Costs. If the cumulative actual cost for the foregoing items is less than the Tenant PC Sums, then the Landlord will credit the difference between the cumulative actual costs and the Tenant PC Sums (such difference being referred to as the "**Tenant PC Sums Savings**") against the Basic Rent next coming due until the entire amount has been distributed.

- (iii) Landlord and Tenant have estimated that the Landlord's interest cost for this project will be \$10,200,000 (the "**Interest PC Sum**").
  - (1) If the actual interest cost incurred by Landlord is greater than the Interest PC Sum, to the extent such increase is caused by Tenant Delay, then Tenant shall be responsible for such higher amount, which amounts shall be paid within Thirty (30) days after its receipt of an invoice for same. To the extent the actual interest incurred by Landlord is greater than the Interest PC Sum and such increase is not caused by Tenant Delay, then Landlord shall be responsible for such higher amount.
  - (2) If the actual interest cost incurred by Landlord is less than the Interest PC Sum, then the Landlord will credit the difference between the actual interest cost incurred by Landlord and the Interest PC Sum (such difference being referred to as the "**Interest PC Sum Savings**") against the Basic Rent next coming due until the entire amount has been distributed; provided, however that: (a) no credit for the Interest PC Sum Savings shall be applied against Basic Rent until all credit for Unused Allowance and Tenant PC Sums Savings, if any, has been applied, and (b) thereafter the portion of the Interest PC Sum Savings applied will not exceed 25% of the Basic Rent in any given month and, if the Interest PC Sum Savings to be applied exceeds 25% of the Basic Rent due for a given month, then the balance of the Interest PC Sum Savings will be deducted in each successive month (such monthly deduction not to exceed 25% of Basic Rent) until the entire Interest PC Sum Savings has been applied.

- (iv) For certainty, none of the racking, refrigeration, control and camera systems, or the substitution of aluminum distribution feeders in lieu of copper shall be deemed Landlord's Work.
- (h) The final paragraph in Section 5 to Schedule "D" to the Lease is hereby deleted in its entirety and replaced with the following:
- "The Commencement Date shall be the latest of: (a) the day following Substantial Completion Date for the entire Building (or the date that Substantial Completion would have occurred but for Tenant Delay(s)); and (b) the expiry of the last running Fixturing Period."
- (i) Schedules "G", "G-1" and "G-2" to the Lease are hereby deleted in their entirety.

### 3. GENERAL

- (a) Except as amended hereby, the parties hereto confirm and ratify all provisions of the Lease. Time remains of the essence.
- (b) This Amending Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original or electronic form and the parties adopt any signatures received electronically as original signatures of the parties.

**IN WITNESS WHEREOF**, the Landlord and the Tenant have duly executed this Amending Agreement as of the date first written above by the hands of their duly authorized officers.

**SIERRA WINDS BUSINESS PARK INC.  
(Landlord)**

Per: \_\_\_\_\_  
Name:  
Title:  
I have authority to bind the corporation

**SIERRA REALTY CALGARY CORPORATION  
(Tenant)**

Per: \_\_\_\_\_  
Name:  
Title:  
I have authority to bind the corporation

**SCHEDULE "A"**  
**Copy of Final Building Plans and Project Budget**

[See attached]

This is **Exhibit "P"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Montgomery". The signature is written in a cursive style with a large, stylized "M" at the beginning.

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)



---

**From:** Rob Vanden Broek <Rob.VandenBroek@sierrascs.com>  
**Sent:** November 10, 2023 9:12 AM  
**To:** Matt Woolsey  
**Cc:** Ramesh Nedadur  
**Subject:** RE: York Realty | Sierra

**Categories:** FOR FILING

Good morning Matt,

Ramesh and I are back in Toronto this morning. Are you free at 8:30 MST or 1:00-3:00MST?

Rob Vanden Broek | CEO  
**Sierra Supply Chain Services**  
5090 Explorer Drive, Suite 203  
Mississauga, ON L4W 4T9, Canada  
**M:** 416.618.8894  
**E:** [rob.vandenbroek@sierrascs.com](mailto:rob.vandenbroek@sierrascs.com)  
[www.sierrasupplychain.com](http://www.sierrasupplychain.com)



---

**From:** Matt Woolsey <matt@yorkrealty.ca>  
**Sent:** Wednesday, November 8, 2023 3:14 PM  
**To:** Rob Vanden Broek <Rob.VandenBroek@sierrascs.com>  
**Cc:** Ramesh Nedadur <Ramesh.Nedadur@sierrascs.com>  
**Subject:** Re: York Realty | Sierra

[EXTERNAL EMAIL: Proceed with caution]

Guys;

Firstly, thanks again for the call and the transparency.

I wanted to send a quick note to let you know we are in it with you and we will find a solution. Let me know how the call goes Friday and we will pivot, if needed, to find the right way forward.

All the best,  
Matt

**Matt Woolsey** *President*  
**P** [780.421.4000](tel:780.421.4000) **D** [780.508.0104](tel:780.508.0104) **C** [780.906.6321](tel:780.906.6321)  
10303 Jasper Avenue, Suite 1600  
Edmonton, AB T5J 3N6

**From:** Rob Vanden Broek <[Rob.VandenBroek@sierrascs.com](mailto:Rob.VandenBroek@sierrascs.com)>

**Date:** Wednesday, November 8, 2023 at 6:06 AM

**To:** Matt Woolsey <[matt@yorkrealty.ca](mailto:matt@yorkrealty.ca)>

**Cc:** Ramesh Nedadur <[Ramesh.Nedadur@sierrascs.com](mailto:Ramesh.Nedadur@sierrascs.com)>

**Subject:** York Realty | Sierra

Matt

Trust all is well. A short note to bring you up to speed with respect some very recent developments. I suggest we arrange a call at your earliest convenience to discuss next best steps.

As you will recall, when we were first designing and scoping our Hamilton cold storage facility, we entered into a working arrangement (warehouse servicing agreement) with Confederation Freezers, a subsidiary of Premium Brands. In this relationship, Sierra was responsible for the design and project management of the CSF. Confed provided support for financing part of the tenant fixturing responsibilities. Confed also undertook day to day management and sales marketing of the facility. That relationship has proceeded very well and remains on-going.

These parties were keen to explore and develop other CSF's which would similarly be joint ventured. The Calgary (Balzac) was the next such facility and we received the strong encouragement and support of Confed and Premium Brands in that regard. However, late last week, in a group call, we were told that, while Confed was keen to have access to the Calgary facility once completed, it was not prepared at this time to commit to a similar management and financing agreement.

This very unexpected turn has left us with a significant gap in our ability to commit to the racking lease and financing arrangements we were in late stages of finalizing with Crown Equipment. We want to bring this to your attention as quickly as possible. We have already begun the search for alternate funding sources. And are meeting with the CEO of Premium Brands later this week to discuss inter-company opportunities. However, it may well be that the best alternative to keep our project on track would be to add the racking to the terms of our lease with York Realty. To be treated as a portion of the loan for costs in excess of \$20 psf.

Let us know when you are next available. We look forward to working together to reach a workable solution.

Rob Vanden Broek | CEO

**Sierra Supply Chain Services**

5090 Explorer Drive, Suite 203

Mississauga, ON L4W 4T9, Canada

**M:** 416.618.8894

**E:** [rob.vandenbroek@sierrascs.com](mailto:rob.vandenbroek@sierrascs.com)

[www.sierrasupplychain.com](http://www.sierrasupplychain.com)



This is **Exhibit "Q"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Montgomery". The first letter "M" is large and stylized, with a loop at the top. The rest of the name is written in a cursive, flowing style.

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

---

**From:** Bacon, Kent (Avison Young - CA)  
**Date:** Friday, November 17, 2023 at 1:12 PM  
**To:** Matt Woolsey , Andrew Rudzitis  
**Subject:** FW: Calgary

Matt – I don't know if you've connected with Rob, but as per below Ramesh is working with Brian and John on the phased building approach.

Let me know when you have the revised pricing in.

Thanks,

**Kent Bacon**  
Principal

**Mobile** +1 403-874-9130  
[kent.bacon@avisonyoung.com](mailto:kent.bacon@avisonyoung.com) | [avisonyoung.com](http://avisonyoung.com)

---

**From:** Ramesh Nedadur  
**Sent:** November 17, 2023 10:41 AM  
**To:** Bacon, Kent (Avison Young - CA) ; Rob Vanden Broek  
**Subject:** RE: Calgary

**CAUTION: External Sender**

Hi Kent

I was just speaking to John and Brian from York on this. Thanks for your efforts. We are working on phase 1 plan and run numbers. Meanwhile we are also going engage with other interested parties to see there level of interest in using the facility.

Most importantly we are going to address our communication strategy to sub contractors. We need to be careful since we need every ones support to fill the place in whatever capacity they will come. Thx

Ramesh Nedadur | President and COO  
Sierra Supply Chain Services  
a division of Eastern Meat Solutions Inc.  
5090 Explorer Drive, Suite 203, Mississauga, Ontario. L4W 5X6

T: 416.252.2791 x 241 M: 416-471-2519 F: 416-252-2544

E: [ramesh.nedadur@sierrascs.com](mailto:ramesh.nedadur@sierrascs.com)

[www.sierrasupplychain.com](http://www.sierrasupplychain.com)

---

**From:** Bacon, Kent (Avison Young - CA) <[kent.bacon@avisonyoung.com](mailto:kent.bacon@avisonyoung.com)>

**Sent:** Friday, November 17, 2023 1:20 PM

**To:** Rob Vanden Broek <[Rob.VandenBroek@sierrascs.com](mailto:Rob.VandenBroek@sierrascs.com)>; Ramesh Nedadur <[Ramesh.Nedadur@sierrascs.com](mailto:Ramesh.Nedadur@sierrascs.com)>

**Subject:** Calgary

[EXTERNAL EMAIL: Proceed with caution]

Rob / Ramesh – York is looking into phasing the construction of the building and the impact on costs etc. to determine if that might be a feasible approach to proceed. If the first phase is built +/- 150,000 sf, would you want one bay to remain as a cooler or full freezer? Currently I believe Matt is looking at pricing the west side of the building. We're hopeful there are greater savings than cutting the costs in half since there was more significant site work required on the east side of the property.

Let me know and I will get back to you to see what impact this has on plans.

Thanks,

**Kent Bacon**

Principal

**Mobile** +1 403-874-9130

[kent.bacon@avisonyoung.com](mailto:kent.bacon@avisonyoung.com) | [avisonyoung.com](http://avisonyoung.com)

4300, 525 - 8th Avenue SW, Calgary, AB T2P 1G1

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This is **Exhibit "R"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Montgomery". The signature is written in a cursive style with a large, stylized initial "M".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

---

**From:** Ramesh Nedadur <Ramesh.Nedadur@sierrascs.com>  
**Sent:** November 30, 2023 1:58 PM  
**To:** Matt Woolsey; Rob Vanden Broek  
**Cc:** Angela Walker  
**Subject:** RE: Revised Costing

Sure. Anytime after your 1 PM should work. I will keep it open Matt. Thx

Ramesh Nedadur | President and COO  
Sierra Supply Chain Services  
a division of Eastern Meat Solutions Inc.  
5090 Explorer Drive, Suite 203, Mississauga, Ontario. L4W 5X6  
**T:** 416.252.2791 x 241 **M:** 416-471-2519 **F:** 416-252-2544  
**E:** [ramesh.nedadur@sierrascs.com](mailto:ramesh.nedadur@sierrascs.com)  
[www.sierrasupplychain.com](http://www.sierrasupplychain.com)

---

**From:** Matt Woolsey <matt@yorkrealty.ca>  
**Sent:** Thursday, November 30, 2023 1:57 PM  
**To:** Ramesh Nedadur <Ramesh.Nedadur@sierrascs.com>; Rob Vanden Broek <Rob.VandenBroek@sierrascs.com>  
**Cc:** Angela Walker <angela@yorkrealty.ca>  
**Subject:** Re: Revised Costing

[EXTERNAL EMAIL: Proceed with caution]

Should we have a high level discussion tomorrow? I think it would be good to give you some high level rent expectations.

Let me know what works.

**Matt Woolsey** *President*  
**P** 780.421.4000 **D** 780.508.0104 **C** 780.906.6321  
10303 Jasper Avenue, Suite 1600  
Edmonton, AB T5J 3N6

**YORK REALTY** *Property Solutions Simplified™*

---

**From:** Ramesh Nedadur <[Ramesh.Nedadur@sierrascs.com](mailto:Ramesh.Nedadur@sierrascs.com)>  
**Sent:** Thursday, November 30, 2023 11:40:37 AM  
**To:** Matt Woolsey <[matt@yorkrealty.ca](mailto:matt@yorkrealty.ca)>; Rob Vanden Broek <[Rob.VandenBroek@sierrascs.com](mailto:Rob.VandenBroek@sierrascs.com)>  
**Cc:** Angela Walker <[angela@yorkrealty.ca](mailto:angela@yorkrealty.ca)>  
**Subject:** RE: Revised Costing

Thanks Matt.

Rob is not back till Saturday. Two alternatives:

We can wait till Monday

Or

You and me can go over on Friday and I will bring Rob to speed over the weekend.

I will take these numbers and work through 7 years projection. Thx

Ramesh Nedadur | President and COO  
Sierra Supply Chain Services  
a division of Eastern Meat Solutions Inc.  
5090 Explorer Drive, Suite 203, Mississauga, Ontario. L4W 5X6  
**T:** 416.252.2791 x 241 **M:** 416-471-2519 **F:** 416-252-2544  
**E:** [ramesh.nedadur@sierrascscs.com](mailto:ramesh.nedadur@sierrascscs.com)  
[www.sierrasupplychain.com](http://www.sierrasupplychain.com)

---

**From:** Matt Woolsey <[matt@yorkrealty.ca](mailto:matt@yorkrealty.ca)>  
**Sent:** Thursday, November 30, 2023 1:35 PM  
**To:** Ramesh Nedadur <[Ramesh.Nedadur@sierrascscs.com](mailto:Ramesh.Nedadur@sierrascscs.com)>; Rob Vanden Broek <[Rob.VandenBroek@sierrascscs.com](mailto:Rob.VandenBroek@sierrascscs.com)>  
**Cc:** Angela Walker <[angela@yorkrealty.ca](mailto:angela@yorkrealty.ca)>  
**Subject:** Revised Costing

[EXTERNAL EMAIL: Proceed with caution]

Hi Ramesh and Rob,

I have revised costing for the "phased" freezer. Would you have time in the coming days?

It will be a little informal but I thought we could walk-through the end-result and have YCI fill-in the details after.

Let me know if something works for you this aft or tomorrow.

Matt

**Matt Woolsey** *President*  
**P** 780.421.4000 **D** 780.508.0104 **C** 780.906.6321  
10303 Jasper Avenue, Suite 1600  
Edmonton, AB T5J 3N6

**YORK REALTY** *Property Solutions Simplified™*



This is **Exhibit "S"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Douglas Montgomery". The signature is written in a cursive style with a large, stylized "D" and "M".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

---

**From:** Matt Woolsey  
**Sent:** December 1, 2023 4:24 PM  
**To:** Ramesh Nedadur  
**Subject:** Sierra Phase 1 Summary  
**Attachments:** 20231201 - Sierra - Summary.xlsx

Hi Ramesh,

Thanks for the time. Please let me know if you have any questions or if you need anything else.

Matt

**Matt Woolsey** *President*

**P** 780.421.4000 **D** 780.508.0104 **C** 780.906.6321

10303 Jasper Avenue, Suite 1600

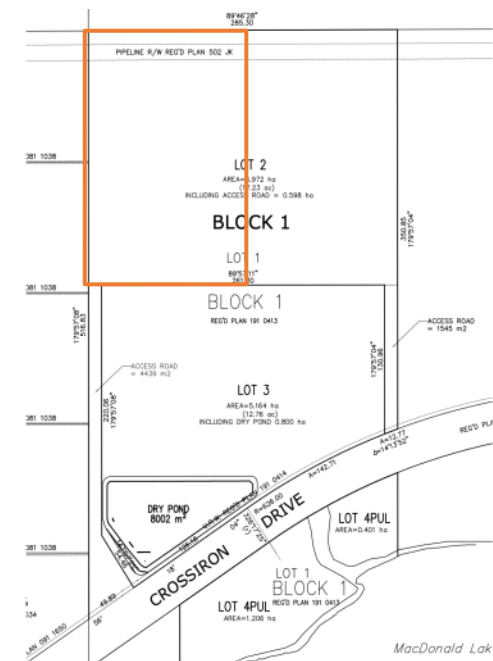
Edmonton, AB T5J 3N6

**YORK REALTY** *Property Solutions Simplified™*

**Sierra Foods  
Base Building Costing Summary**

**Land Size** 8.44 Acres  
**Land Cost** 740,690 Per Acre  
**Building Size** 178,103 Square Feet  
 48.44%

|                                       | Budget            |                                  | From Previous               | + / (-)             | % of Previous        |
|---------------------------------------|-------------------|----------------------------------|-----------------------------|---------------------|----------------------|
| <b>LAND PURCHASE</b>                  | 6,251,424         |                                  | 12,517,834                  | (6,266,411)         | 49.9%                |
| <b>BUILDING COSTS</b>                 |                   |                                  |                             |                     |                      |
| Legal /Survey                         | 100,000           |                                  | 200,000                     | (100,000)           | 50.0%                |
| Building Cost                         | 67,698,483        | <i>\$380.11 per square foot</i>  | 108,985,448                 | (41,286,965)        | 62.1%                |
| Brokerage Costs                       | 1,500,000         | <i>Assumed Reduction</i>         | 3,286,134                   | (1,786,134)         | 45.6%                |
| Tenant Rent Credit                    | -                 |                                  | -                           | -                   |                      |
|                                       | <u>69,298,483</u> | <i>\$389.09 per square foot</i>  | <u>112,471,583</u>          | (43,173,099)        | 61.6%                |
| Contingency                           | 2,078,955         | 3.00%                            | 4,498,863                   | (2,419,909)         | 46.2%                |
| Mortgage Brokerage Fee                | 164,961           | 0.25%                            | 275,163                     | (110,201)           | 60.0%                |
| Finance Fee                           | 329,923           | 0.50%                            | 550,325                     | (220,403)           | 60.0%                |
| Interest Costs                        | 5,732,571         |                                  | 10,200,000                  | (4,467,429)         | 56.2%                |
| Development Management                | <u>2,855,098</u>  | 4.0%                             | <u>4,678,818</u>            | (1,823,720)         | 61.0%                |
| <b>TOTAL NEW CONSTRUCTION</b>         | <b>80,459,991</b> | <i>\$451.76</i>                  | <b>132,674,752</b>          | (52,214,761)        | 60.6%                |
|                                       | <u>Budget</u>     |                                  | <u>Budget</u>               | <u>+ / (-)</u>      |                      |
| <b>TOTAL LAND &amp; BASE BUILDING</b> | <b>86,711,414</b> | <i>\$ 486.86 per square foot</i> | <b>145,192,586</b>          | <b>(58,481,172)</b> | 59.7%                |
| Pallet Positions                      | 28,450            |                                  | Pallet Positions            | 62,804              | 45.3%                |
| Cost \$                               | 3,048             | per pallet                       | Cost \$                     | 2,312               |                      |
| \$                                    | 500.00            | per pallet per year              | \$                          | 500.00              | per pallet per month |
|                                       | 14,225,000        |                                  |                             | 31,402,000          |                      |
|                                       | 16.40%            |                                  |                             | 21.63%              |                      |
| Basic Rent \$                         | 6,856,966         |                                  | Revised Total Basic Rent \$ | 11,764,845          |                      |
|                                       | 38.50             |                                  |                             | 32.65               |                      |
| <i>Plus Racking</i>                   |                   |                                  | <i>Plus Racking</i>         |                     |                      |
| Cost \$                               | 18,000,000        |                                  | Cost \$                     | 28,000,000          |                      |
| Rate                                  | 8.00%             |                                  | Rate                        | 8.00%               |                      |
| Term                                  | 0 years           |                                  | Term                        | 20 years            |                      |
| Payment                               | 1,440,000         | per annum                        | Payment                     | 2,851,862           | per annum            |
| \$                                    | 8.09              | psf                              | \$                          | 7.91                | psf                  |
| Total Payment                         | 8,296,966         |                                  | Total Payment               | 14,616,707          |                      |
|                                       | 46.59             | psf                              |                             | 40.56               |                      |
| Gross Payment per Pallet              | 291.63            |                                  |                             | 232.74              |                      |
|                                       | 25%               |                                  |                             |                     |                      |
| Pallet Count                          | 36,000            |                                  |                             |                     |                      |
| Gross Revenue Per Pallet \$           | 475.00            |                                  |                             |                     |                      |
| Revenue \$                            | 17,100,000        |                                  |                             |                     |                      |
| SG&A                                  | (4,000,000)       | 23.4%                            |                             |                     |                      |
| Utilities                             | (2,000,000)       |                                  |                             |                     |                      |
| Material Handling Equipment           | (600,000)         |                                  |                             |                     |                      |
|                                       | (6,600,000)       |                                  |                             |                     |                      |
| Rent                                  | (8,296,966)       |                                  |                             |                     |                      |
| EBITDA                                | 2,203,035         | 12.88%                           |                             |                     |                      |



This is **Exhibit "T"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Douglas Montgomery". The signature is written in a cursive style with a large, stylized initial "D" and "M".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

---

**From:** Matt Woolsey  
**Sent:** December 6, 2023 11:29 AM  
**To:** Rob Vanden Broek  
**Cc:** Angela Walker  
**Subject:** Re: Checking In

Hi Rob,

Thanks for reaching out and I hope you had a good trip.

I think a call Friday morning would be great – unfortunately I’m in Vancouver Friday so our versions of “morning” might be a little different. Let us know if something works.

In the mean time, I think a one-on-one call would be great in advance. Does some time around 12:30 EST work for you?

Thanks,  
Matt

**Matt Woolsey** *President*

**P** [780.421.4000](tel:780.421.4000) **D** [780.508.0104](tel:780.508.0104) **C** [780.906.6321](tel:780.906.6321)

10303 Jasper Avenue, Suite 1600  
Edmonton, AB T5J 3N6

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---

**From:** Rob Vanden Broek <Rob.VandenBroek@sierrascs.com>

**Date:** Wednesday, December 6, 2023 at 8:55 AM

**To:** Matt Woolsey <matt@yorkrealty.ca>

**Subject:** Checking In

Good morning Matt,

Trust you are well. I am getting back up to speed after returning from my break. Ramesh is busy running numbers and we are looking to have a call with you perhaps as early as Friday morning. Lots of questions and ideas to be vetted. I appreciate the “solutions focused” approach. If you would like to have a 1X1 call in advance let me know some times that work.

Rob Vanden Broek | CEO

**Sierra Supply Chain Services**

5090 Explorer Drive, Suite 203

Mississauga, ON L4W 4T9, Canada

**M:** 416.618.8894

**E:** [rob.vandenbroek@sierrascs.com](mailto:rob.vandenbroek@sierrascs.com)

[www.sierrasupplychain.com](http://www.sierrasupplychain.com)

**sierra**  
SUPPLY CHAIN SERVICES 



This is **Exhibit "U"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Douglas Montgomery". The signature is written in a cursive style with a large, stylized "D" and "M".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

---

**From:** Ramesh Nedadur <Ramesh.Nedadur@sierrascs.com>  
**Sent:** December 8, 2023 2:03 PM  
**To:** Matt Woolsey; Rob Vanden Broek  
**Subject:** Project Chinook - Confidential  
**Attachments:** Projections -Chinook- Dec 2023.xlsx

Thanks for your time morning guys. The spread sheet we discussed enclosed.

Ramesh Nedadur | President and COO  
Sierra Supply Chain Services  
a division of Eastern Meat Solutions Inc.  
5090 Explorer Drive, Suite 203, Mississauga, Ontario. L4W 5X6  
**T:** 416.252.2791 x 241 **M:** 416-471-2519 **F:** 416-252-2544  
**E:** [ramesh.nedadur@sierrascs.com](mailto:ramesh.nedadur@sierrascs.com)  
[www.sierrasupplychain.com](http://www.sierrasupplychain.com)



36000 Positions considering 128 " as two pallets

**Project Chinook**

Income Statement without effect of Solar Panel

|                         | 2026                          | 2027                          | 2028                           | 2029                           | 2030                           | 2031                           |
|-------------------------|-------------------------------|-------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Revenue                 | \$ 2,117,767                  | \$ 11,151,913                 | \$ 16,741,726                  | \$ 19,973,081                  | \$ 24,871,503                  | \$ 25,368,933                  |
| Cost of Goods Sold      | \$ 2,870,350                  | \$ 6,024,450                  | \$ 6,688,350                   | \$ 7,487,955                   | \$ 7,967,418                   | \$ 8,206,440                   |
| Margin                  | <b>-\$ 752,583</b><br>-35.54% | <b>\$ 5,127,463</b><br>45.98% | <b>\$ 10,053,376</b><br>60.05% | <b>\$ 12,485,126</b><br>62.51% | <b>\$ 16,904,085</b><br>67.97% | <b>\$ 17,162,493</b><br>67.65% |
| Selling expenses        | \$ 87,500                     | \$ 210,000                    | \$ 231,000                     | \$ 254,100                     | \$ 279,510                     | \$ 279,510                     |
| Administration Expenses | \$ 5,699,634                  | \$ 11,287,602                 | \$ 11,429,352                  | \$ 11,550,589                  | \$ 11,667,295                  | \$ 11,900,641                  |
| Other Income / Expenses | \$ 310,500                    | \$ 710,500                    | \$ 732,500                     | \$ 732,500                     | \$ 922,500                     | \$ 922,500                     |
| Tax                     |                               |                               |                                |                                |                                |                                |
| Net income              | <b>-\$ 6,850,217</b>          | <b>-\$ 7,080,639</b>          | <b>-\$ 2,339,476</b>           | <b>-\$ 52,064</b>              | <b>\$ 4,034,780</b>            | <b>\$ 4,059,842</b>            |
| Tax                     | \$ -                          | \$ -                          | \$ -                           | \$ -                           | \$ -                           | \$ -                           |
| Interest                | \$ 237,500                    | \$ 542,500                    | \$ 542,500                     | \$ 542,500                     | \$ 732,500                     | \$ 732,500                     |
| Depreciation            | \$ 373,750                    | \$ 841,250                    | \$ 841,250                     | \$ 841,250                     | \$ 841,250                     | \$ 841,250                     |
| EBITDA                  | <b>-\$ 6,238,967</b><br>-295% | <b>-\$ 5,696,889</b><br>-51%  | <b>-\$ 955,726</b><br>-6%      | <b>\$ 1,331,686</b><br>7%      | <b>\$ 5,608,530</b><br>23%     | <b>\$ 5,633,592</b><br>22%     |
| Per Pallet revenue      | \$ 59                         | \$ 310                        | \$ 465                         | \$ 555                         | \$ 691                         | \$ 705                         |
| Per Pallet EBITDA       | <b>-\$ 173</b>                | <b>-\$ 158</b>                | <b>-\$ 27</b>                  | <b>\$ 37</b>                   | <b>\$ 156</b>                  | <b>\$ 156</b>                  |

Will require about \$15 M for first 3 years of operation - Conservatively. Can go for Bank loan for \$10 M revolver

After year 3, will yield \$ 4 M cash annually

## Cashflow

|                 | 2025          | 2026          | 2027          | 2028         | 2029          | 2030          | 2031          | 2032          | 2033         | 2034         |
|-----------------|---------------|---------------|---------------|--------------|---------------|---------------|---------------|---------------|--------------|--------------|
| Net Income      | -\$ 6,850,217 | -\$ 7,080,639 | -\$ 2,339,476 | \$ 52,064    | \$ 4,034,780  | \$ 4,059,842  | \$ 4,059,842  | \$ 4,059,842  | \$ 4,792,342 | \$ 4,792,342 |
| Add:            |               |               |               |              |               |               |               |               |              |              |
| Amortization    | \$ 373,750    | \$ 841,250    | \$ 841,250    | \$ 841,250   | \$ 841,250    | \$ 841,250    | \$ 841,250    | \$ 841,250    | \$ 841,250   | \$ 841,250   |
| Cash Income     | -\$ 6,476,467 | -\$ 6,239,389 | \$ 1,498,226  | \$ 789,186   | \$ 4,876,030  | \$ 4,901,092  | \$ 4,901,092  | \$ 4,901,092  | \$ 5,633,592 | \$ 5,633,592 |
| Less:           |               |               |               |              |               |               |               |               |              |              |
| Working capital | \$ 127,066    | \$ 542,049    | \$ 462,455    | \$ 735,930   | \$ 756,360    | \$ 765,776    | \$ 150,000    | \$ 150,000    | \$ 150,000   | \$ 150,000   |
| Lease Payments  |               | \$ 785,714    | \$ 1,000,000  | \$ 1,000,000 | \$ 1,000,000  | \$ 1,000,000  | \$ 1,000,000  | \$ 1,000,000  | \$ 214,286   |              |
| Tax Payments    |               |               |               |              |               |               |               |               |              | \$ 1,250,000 |
| Cash Injection  | \$ 6,700,000  | \$ 7,500,000  | \$ 3,000,000  | \$ 900,000   | -\$ 3,000,000 | -\$ 3,000,000 | -\$ 3,500,000 | -\$ 4,000,000 | \$ 4,600,000 | \$ -         |
| Net Cash        | \$ 96,467     | -\$ 67,152    | -\$ 39,320    | \$ 46,744    | \$ 119,670    | \$ 135,316    | -\$ 251,092   | \$ 248,908    | \$ 669,306   | \$ 4,233,592 |
| Opening Cash    | 0             | \$ 96,467     | \$ 29,315     | \$ 68,635    | \$ 21,891     | \$ 141,561    | \$ 276,878    | \$ 527,969    | \$ 279,061   | \$ 948,367   |
| Closing Cash    | \$ 96,467     | \$ 29,315     | \$ 68,635     | \$ 21,891    | \$ 141,561    | \$ 276,878    | \$ 527,969    | \$ 279,061    | \$ 948,367   | \$ 5,181,959 |

Cold Monthly

|                         | Oct-25 | Nov-25 | Dec-25     | Jan-26    | Feb-26     | Mar-26     | Apr-26       | May-26       | Jun-26       | Jul-26       | Aug-26     | Sep-26 Year 1 | Oct-26       | Nov-26     | Dec-26     | Jan-27     | Feb-27     | Mar-27     | Apr-27     | May-27     | Jun-27       | Jul-27       | Aug-27       | Sep-27 Year 2 | 2027          | 2028          | 2029          |               |               |            |            |
|-------------------------|--------|--------|------------|-----------|------------|------------|--------------|--------------|--------------|--------------|------------|---------------|--------------|------------|------------|------------|------------|------------|------------|------------|--------------|--------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|------------|------------|
| Revenue                 | \$ -   | \$ -   | \$ -       | \$ -      | \$ -       | \$ -       | \$ 133,034   | \$ 234,709   | \$ 319,303   | \$ 403,897   | \$ 505,572 | \$ 521,252    | \$ 2,117,767 | \$ 804,919 | \$ 804,919 | \$ 804,919 | \$ 772,770 | \$ 876,011 | \$ 952,983 | \$ 952,983 | \$ 1,022,565 | \$ 1,022,565 | \$ 1,092,147 | \$ 1,092,147  | \$ 11,151,913 | \$ 16,741,726 | \$ 19,973,081 | \$ 24,871,503 |               |            |            |
| Cost of Goods Sold      | \$ -   | \$ -   | \$ 25,000  | \$ 38,333 | \$ 76,733  | \$ 235,933 | \$ 402,925   | \$ 402,925   | \$ 422,125   | \$ 422,125   | \$ 422,125 | \$ 422,125    | \$ 2,870,350 | \$ 484,625 | \$ 484,625 | \$ 484,625 | \$ 484,625 | \$ 484,625 | \$ 484,625 | \$ 519,450 | \$ 519,450   | \$ 519,450   | \$ 519,450   | \$ 519,450    | \$ 519,450    | \$ 6,024,450  | \$ 6,688,350  | \$ 7,487,955  | \$ 7,967,418  |            |            |
| Margin                  | \$ -   | \$ -   | \$ -25,000 | \$ 38,333 | \$ 76,733  | \$ 235,933 | \$ 269,891   | \$ 168,216   | \$ 102,822   | \$ 18,228    | \$ 83,447  | \$ 99,127     | \$ 752,583   | \$ 320,294 | \$ 320,294 | \$ 320,294 | \$ 288,145 | \$ 391,386 | \$ 468,358 | \$ 433,533 | \$ 433,533   | \$ 503,115   | \$ 503,115   | \$ 572,697    | \$ 572,697    | \$ 5,127,463  | \$ 10,053,376 | \$ 12,485,126 | \$ 16,904,085 |            |            |
|                         | NOV/25 | NOV/25 | NOV/25     | NOV/25    | NOV/25     | NOV/25     | -302.87%     | -71.67%      | -32.20%      | -4.51%       | 16.51%     | 19.02%        | 35.54%       | 39.79%     | 39.79%     | 39.79%     | 37.29%     | 44.68%     | 49.33%     | 45.49%     | 45.49%       | 49.20%       | 49.20%       | 52.44%        | 52.44%        | 45.88%        | 60.05%        | 62.51%        | 67.97%        |            |            |
| Selling expenses        | \$ -   | \$ -   | \$ -       | \$ -      | \$ -       | \$ 12,500  | \$ 12,500    | \$ 12,500    | \$ 12,500    | \$ 12,500    | \$ 12,500  | \$ 12,500     | \$ 87,500    | \$ 17,500  | \$ 17,500  | \$ 17,500  | \$ 17,500  | \$ 17,500  | \$ 17,500  | \$ 17,500  | \$ 17,500    | \$ 17,500    | \$ 17,500    | \$ 17,500     | \$ 17,500     | \$ 17,500     | \$ 17,500     | \$ 17,500     | \$ 17,500     | \$ 17,500  |            |
| Administration Expenses | \$ -   | \$ -   | \$ -       | \$ 10,000 | \$ 57,917  | \$ 97,917  | \$ 922,300   | \$ 922,300   | \$ 922,300   | \$ 922,300   | \$ 922,300 | \$ 922,300    | \$ 5,699,634 | \$ 940,633 | \$ 940,633 | \$ 940,633 | \$ 940,633 | \$ 940,633 | \$ 940,633 | \$ 940,633 | \$ 940,633   | \$ 940,633   | \$ 940,633   | \$ 940,633    | \$ 940,633    | \$ 940,633    | \$ 940,633    | \$ 940,633    | \$ 940,633    | \$ 940,633 | \$ 940,633 |
| Other income / Expenses | \$ -   | \$ -   | \$ -       | \$ -      | \$ -       | \$ -       | \$ 47,583    | \$ 52,583    | \$ 52,583    | \$ 52,583    | \$ 52,583  | \$ 52,583     | \$ 310,500   | \$ 53,583  | \$ 53,583  | \$ 53,583  | \$ 53,583  | \$ 53,583  | \$ 53,583  | \$ 53,583  | \$ 53,583    | \$ 53,583    | \$ 53,583    | \$ 53,583     | \$ 53,583     | \$ 53,583     | \$ 53,583     | \$ 53,583     | \$ 53,583     | \$ 53,583  |            |
| Net income              | \$ -   | \$ -   | \$ -25,000 | \$ 48,333 | \$ 134,650 | \$ 346,350 | \$ 1,252,274 | \$ 1,155,600 | \$ 1,090,205 | \$ 1,005,611 | \$ 909,937 | \$ 888,257    | \$ 6,850,217 | \$ 691,423 | \$ 691,423 | \$ 691,423 | \$ 723,571 | \$ 620,331 | \$ 543,358 | \$ 589,433 | \$ 589,433   | \$ 519,852   | \$ 519,852   | \$ 450,270    | \$ 450,270    | \$ 7,080,639  | \$ 2,339,476  | \$ 52,064     | \$ 4,034,780  |            |            |
| Tax                     | \$ -   | \$ -   | \$ -       | \$ -      | \$ -       | \$ -       | \$ -         | \$ -         | \$ -         | \$ -         | \$ -       | \$ -          | \$ -         | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | \$ -         | \$ -         | \$ -         | \$ -          | \$ -          | \$ -          | \$ -          | \$ -          | \$ -          | \$ -       |            |
| Interest                | \$ -   | \$ -   | \$ -       | \$ -      | \$ -       | \$ -       | \$ 39,583    | \$ 39,583    | \$ 39,583    | \$ 39,583    | \$ 39,583  | \$ 39,583     | \$ 237,500   | \$ 39,583  | \$ 39,583  | \$ 39,583  | \$ 39,583  | \$ 39,583  | \$ 39,583  | \$ 39,583  | \$ 39,583    | \$ 39,583    | \$ 39,583    | \$ 39,583     | \$ 39,583     | \$ 39,583     | \$ 39,583     | \$ 39,583     | \$ 39,583     | \$ 39,583  |            |
| Depreciation            | \$ -   | \$ -   | \$ -       | \$ -      | \$ -       | \$ -       | \$ 62,292    | \$ 62,292    | \$ 62,292    | \$ 62,292    | \$ 62,292  | \$ 62,292     | \$ 373,750   | \$ 62,292  | \$ 62,292  | \$ 62,292  | \$ 62,292  | \$ 62,292  | \$ 62,292  | \$ 62,292  | \$ 62,292    | \$ 62,292    | \$ 62,292    | \$ 62,292     | \$ 62,292     | \$ 62,292     | \$ 62,292     | \$ 62,292     | \$ 62,292     | \$ 62,292  |            |
| EBITDA                  | \$ -   | \$ -   | \$ -25,000 | \$ 48,333 | \$ 134,650 | \$ 346,350 | \$ 1,150,399 | \$ 1,053,725 | \$ 988,330   | \$ 903,736   | \$ 802,062 | \$ 786,382    | \$ 6,238,967 | \$ 589,548 | \$ 589,548 | \$ 589,548 | \$ 621,696 | \$ 518,456 | \$ 441,483 | \$ 460,683 | \$ 460,683   | \$ 391,102   | \$ 391,102   | \$ 321,520    | \$ 321,520    | \$ 5,696,889  | \$ 956,726    | \$ 1,331,646  | \$ 5,608,530  |            |            |









|                          | Cooler | Freezer | Tall 1 | Tall 2 | Tall 3 | Total  | Mar-26 | Timeline<br>Dec-25 Total |                    |
|--------------------------|--------|---------|--------|--------|--------|--------|--------|--------------------------|--------------------|
| Conventional Cooler 70"  |        |         |        |        |        | -      |        | -                        | -                  |
| Conventional Freezer 70" |        |         |        |        |        | -      |        | -                        | -                  |
| 75" opening              |        |         |        | 7,312  | 6,199  | 13,511 | 13,511 | 13,511                   | 13,511             |
| 80" Opening              |        |         |        | 5,281  | 2,066  | 7,347  | 7,347  | 7,347                    | 8,817              |
| 128" Opening             |        |         |        | 2,573  | 5,018  | 7,591  | 7,591  | 7,591                    | 15182.41           |
|                          | -      | -       | -      | 15,166 | 13,284 | 28,450 | 28,450 | -                        | 28,450             |
|                          |        |         |        | 2,573  | 5,018  | 7,591  |        |                          |                    |
|                          |        |         |        |        |        | 36,041 |        |                          | Equivalent Pallets |
|                          |        |         | 7344   | 7344   | 5712   | 20400  |        |                          |                    |
|                          |        |         | 5304   | 5304   | 1904   | 12512  |        |                          |                    |
|                          |        |         | 2584   | 2584   | 4624   | 9792   |        |                          |                    |
|                          |        |         | 15232  | 15232  | 12240  | 42704  |        |                          |                    |
|                          |        |         | 15166  | 15166  | 13284  |        |        |                          |                    |



This is **Exhibit "V"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Douglas Montgomery". The signature is written in a cursive style with a large, stylized initial "D" and "M".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

---

**From:** Matt Woolsey  
**Sent:** January 7, 2024 11:18 PM  
**To:** Rob Vanden Broek; Ramesh Nedadur  
**Subject:** Updated Renders (1/3)  
**Attachments:** 20240105-Balzac-V-1.png

Good morning guys;

I hope you had a great holiday and New Year!

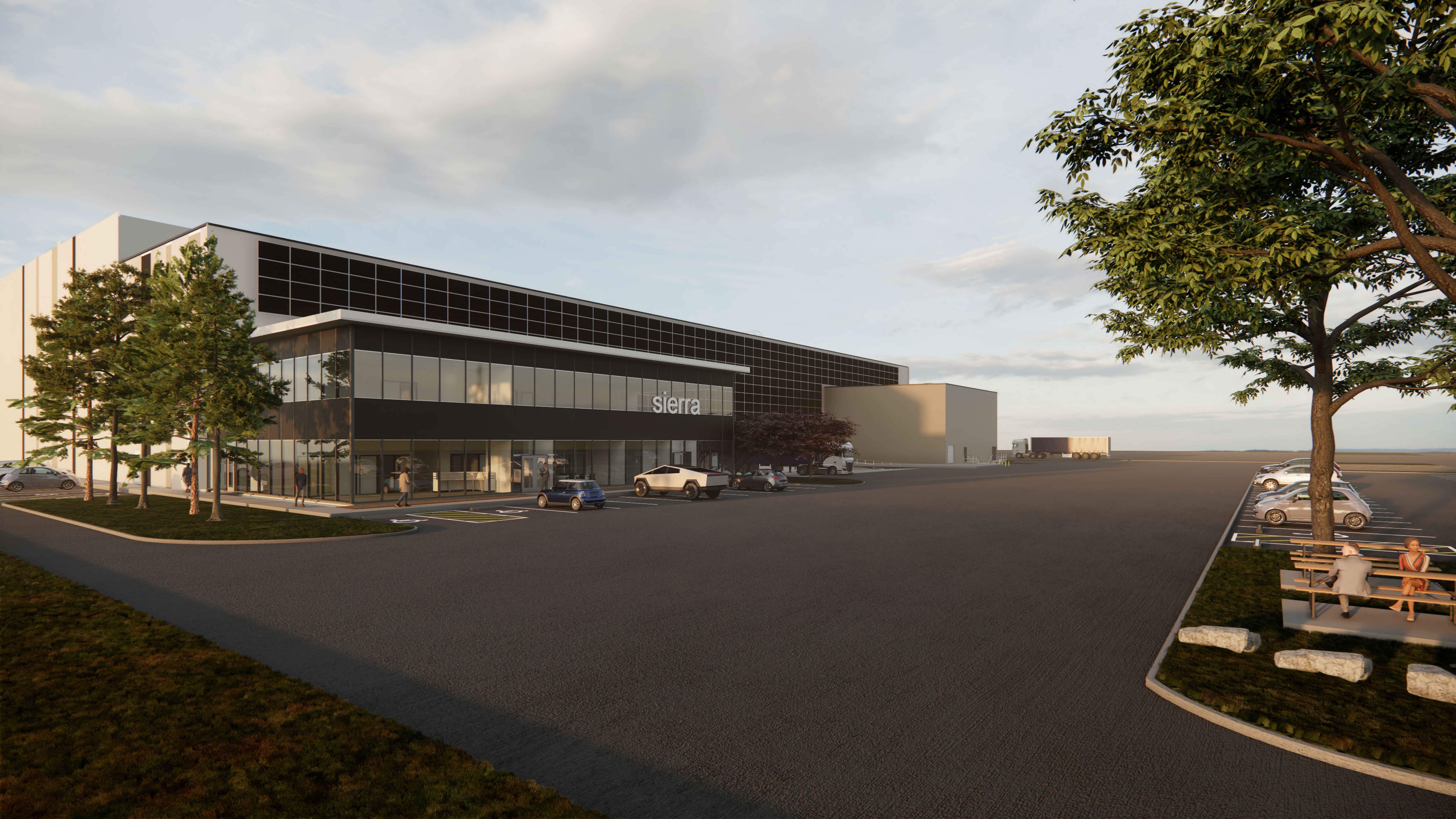
I'm attaching the first of three updated renders for your consideration. Let me know your thoughts and if you'd like any changes!

Thanks,  
Matt

**Matt Woolsey** *President*

**P** 780.421.4000 **D** 780.508.0104 **C** 780.906.6321  
10303 Jasper Avenue, Suite 1600  
Edmonton, AB T5J 3N6

**YORK REALTY** *Property Solutions Simplified™*



sierra

---

**From:** Matt Woolsey  
**Sent:** January 7, 2024 11:19 PM  
**To:** Rob Vanden Broek; Ramesh Nedadur  
**Subject:** Updated Renders (2/3)  
**Attachments:** 20240105-Balzac-V-2.png

**Matt Woolsey** *President*

**P** 780.421.4000 **D** 780.508.0104 **C** 780.906.6321

10303 Jasper Avenue, Suite 1600

Edmonton, AB T5J 3N6

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---

**From:** Matt Woolsey  
**Sent:** January 7, 2024 11:19 PM  
**To:** Rob Vanden Broek; Ramesh Nedadur  
**Subject:** Updated Renders (3/3)  
**Attachments:** 20240105-Balzac-V-3.png

**Matt Woolsey** *President*

**P** 780.421.4000 **D** 780.508.0104 **C** 780.906.6321  
10303 Jasper Avenue, Suite 1600  
Edmonton, AB T5J 3N6

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This is **Exhibit "W"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Montgomery". The signature is written in a cursive style with a large, stylized initial "M".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)



---

**From:** Matt Woolsey  
**Sent:** January 9, 2024 1:15 AM  
**To:** Rob Vanden Broek; Ramesh Nedadur  
**Subject:** Re: Updated Renders (1/3)

**Categories:** Reading

Look forward to speaking guys! I think Angela has this figured out on my end.

Matt

**Matt Woolsey** *President*

**P** 780.421.4000 **D** 780.508.0104 **C** 780.906.6321

10303 Jasper Avenue, Suite 1600

Edmonton, AB T5J 3N6

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---

**From:** Rob Vanden Broek <Rob.VandenBroek@sierrascs.com>  
**Date:** Monday, January 8, 2024 at 7:35 AM  
**To:** Matt Woolsey <matt@yorkrealty.ca>, Ramesh Nedadur <Ramesh.Nedadur@sierrascs.com>  
**Subject:** RE: Updated Renders (1/3)

Good morning Matt and HNY.

Thanks for sharing the renderings. Ramesh is travelling early this week but perhaps we can set up a call for Wednesday or Thursday. Let us know your availability.

Rob Vanden Broek | CEO

**Sierra Supply Chain Services**

5090 Explorer Drive, Suite 203

Mississauga, ON L4W 4T9, Canada

**M:** 416.618.8894

**E:** [rob.vandenbroek@sierrascs.com](mailto:rob.vandenbroek@sierrascs.com)

[www.sierrasupplychain.com](http://www.sierrasupplychain.com)

**sierra**  
SUPPLY CHAIN SERVICES BEST MANAGED COMPANIES



sierra MARKETS sierra PROCESSING sierra COLD

---

**From:** Matt Woolsey <[matt@yorkrealty.ca](mailto:matt@yorkrealty.ca)>  
**Sent:** Monday, January 8, 2024 8:00 AM  
**To:** Rob Vanden Broek <[Rob.VandenBroek@sierrascs.com](mailto:Rob.VandenBroek@sierrascs.com)>; Ramesh Nedadur <[Ramesh.Nedadur@sierrascs.com](mailto:Ramesh.Nedadur@sierrascs.com)>  
**Subject:** Updated Renders (1/3)

[EXTERNAL EMAIL: Proceed with caution]

Good morning guys;

I hope you had a great holiday and New Year!

I'm attaching the first of three updated renders for your consideration. Let me know your thoughts and if you'd like any changes!

Thanks,  
Matt

**Matt Woolsey** *President*

**P** 780.421.4000 **D** 780.508.0104 **C** 780.906.6321

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Edmonton, AB T5J 3N6

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This is **Exhibit "X"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Douglas Montgomery". The signature is written in a cursive style with a large, stylized initial "D" and "M".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

---

**From:** Matt Woolsey  
**Sent:** January 22, 2024 11:50 PM  
**To:** Rob Vanden Broek; Ramesh Nedadur  
**Subject:** Sierra  
**Attachments:** 22-0048 Sierra Winds Account Statement.pdf

Hi Rob and Ramesh,

Thanks for your patience as we assembled our invoices. Attached is an invoice summary of costs incurred on design, engineering and construction related to the Sierra building. The monthly invoices and backup can be found at the link [here](#). We have added 6.00% as an overhead/profit charge to our actual incurred costs for YCI's services and time.

There is a fair amount in here to review but I would like to get a plan together as soon as we can as there is a fair amount outstanding. Let me know when there is a convenient time to review.

Thanks,  
Matt

PS – I have the revised renders in the que and will give the guys another poke. Sorry for the delay!

**Matt Woolsey** *President*

**P** 780.421.4000 **D** 780.508.0104 **C** 780.906.6321

10303 Jasper Avenue, Suite 1600

Edmonton, AB T5J 3N6

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**York Construction Inc.**

Suite 1600, 10303 Jasper Avenue NW  
 Edmonton AB T5J 3N6  
 (780)421-4000  
[billing@york-construction.ca](mailto:billing@york-construction.ca)

**INVOICE TO**

Sierra Winds Business Park Inc.  
 Suite 1600 - 10303 Jasper Avenue NW  
 Edmonton, AB T5J 3N6

**INVOICE #**

**DATE**  
**DUE DATE**  
**TERMS**  
**PO**

## BILLING STATEMENT

19-Jan-24  
 18-Feb-24  
 Net 30

**Project  
Number**

22-0048 - Sierra

**Description of Work:**

Total amounts incurred for Sierra Cold Storage Facility \*ONLY\*

| INVOICE      | GROSS      | RETAINED     | NET AMOUNT | GST       | TOTAL      |
|--------------|------------|--------------|------------|-----------|------------|
| 22-0048-01R  | 338,215.98 | 33,821.60    | 304,394.38 | 15,219.72 | 319,614.10 |
| 22-0048-02   | 226,401.18 | 22,640.13    | 203,761.05 | 10,188.05 | 213,949.10 |
| 22-0048-03   | 284,888.72 | 28,488.88    | 256,399.84 | 12,819.99 | 269,219.83 |
| 22-0048-04   | 106,396.06 | 10,639.60    | 95,756.46  | 4,787.82  | 100,544.28 |
| 22-0048-05   | 214,397.52 | 21,439.76    | 192,957.76 | 9,647.89  | 202,605.65 |
| 22-0048-06   | 71,356.93  | 7,135.70     | 64,221.23  | 3,211.06  | 67,432.29  |
| 22-0048-07   | 249,451.23 | 24,945.13    | 224,506.10 | 11,225.31 | 235,731.41 |
| 22-0048-08HB | -          | (149,110.80) | 149,110.80 | 7,455.54  | 156,566.34 |

**Total Invoice Amount \$ 1,565,663.00**

This is **Exhibit "Y"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Douglas Montgomery". The signature is written in a cursive style with a large, stylized initial "D" and "M".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

---

**From:** Ramesh Nedadur <Ramesh.Nedadur@sierrascs.com>  
**Sent:** December 12, 2023 7:26 PM  
**To:** Kim Woywitka; Rob Vanden Broek  
**Cc:** Matt Woolsey; Andrew Rudzitis  
**Subject:** Re: Sierra Winds Business Park - Rezoning Approval

Thanks Kim

Get [Outlook for iOS](#)

---

**From:** Kim Woywitka <kim@yorkrealty.ca>  
**Sent:** Tuesday, December 12, 2023 3:08:24 PM  
**To:** Rob Vanden Broek <Rob.VandenBroek@sierrascs.com>; Ramesh Nedadur <Ramesh.Nedadur@sierrascs.com>  
**Cc:** Matt Woolsey <matt@yorkrealty.ca>; Andrew Rudzitis <andrew@yorkrealty.ca>  
**Subject:** Sierra Winds Business Park - Rezoning Approval

[EXTERNAL EMAIL: Proceed with caution]

Hello Rob and Ramesh,

Hope you are both doing well.

I am pleased to share that we have the rezoning on the lands, and I have attached the approval for reference. The approval of the rezoning will satisfy the remaining Mutual Condition Precedent as referenced in Schedule "C" of the Lease.

If you have any questions, please don't hesitate to contact me. Thank you.

**Kim Woywitka** *Project Manager*

**P** 780.421.4000 Ext. 303 **D** 780.293.5996 **C** 780.293.5996

10303 Jasper Avenue, Suite 1600

Edmonton, AB T5J 3N6

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Contracted By Lear Real Estate Ltd.



This is **Exhibit "Z"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Montgomery". The signature is written in a cursive style with a large, stylized initial "M".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)



**From:** Bacon, Kent (Avison Young - CA)  
**Date:** Wednesday, February 21, 2024 at 9:17 AM  
**To:** Matt Woolsey  
**Cc:** Andrew Rudzitis  
**Subject:** Sierra

Matt – I spoke with Rob late last week and meant to give you a call. Rob is very optimistic they will get agreement with Confed. He also mentioned they would be making to installments towards the work that has been done to date as act of good faith. I believe Ramesh is back this week with plans to get one payment to you in Feb and then the second in early March.

Thanks,

**Kent Bacon**  
Principal

**Mobile** +1 403-874-9130  
[kent.bacon@avisonyoung.com](mailto:kent.bacon@avisonyoung.com) | [avisonyoung.com](http://avisonyoung.com)  
4300, 525 - 8th Avenue SW, Calgary, AB T2P 1G1

**AVISON  
YOUNG**



[Twitter](#) | [Property Listings](#)  
[LinkedIn](#) | [Instagram](#)

Avison Young (Canada) Inc. | [Legal Disclaimer](#)

This is **Exhibit "AA"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Montgomery". The letter "M" is large and stylized, with a loop at the top. The rest of the name is written in a cursive, flowing style.

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

---

**From:** Matt Woolsey  
**Sent:** February 27, 2024 5:32 PM  
**To:** Ramesh Nedadur  
**Cc:** Rob Vanden Broek  
**Subject:** Invoice  
**Attachments:** Invoice 2024000086.pdf

Hi Ramesh,

Thanks for the time yesterday – let me know if you'd like to pick-up the conversation at any time.

I'm attaching an invoice as discussed. Woolsey Equities Inc. is the new owner replacing Sierra Business Park Inc.

Thanks,  
Matt

**Matt Woolsey** *President*

**P** 780.421.4000 **D** 780.508.0104 **C** 780.906.6321

10303 Jasper Avenue, Suite 1600

Edmonton, AB T5J 3N6

**YORK REALTY** *Property Solutions Simplified™*



**Woolsey Equities Inc**  
 #1600, 10303 - Jasper Avenue  
 Edmonton, AB T5J 3N6

**Bill To:**  
 Sierra Realty (Calgary) Corporation

**Date:** 2/27/2024  
**Invoice No:** 2024000086  
**Terms:** Due upon receipt  
**GST#:** 711333211RT0001

| Date       | Description  | Charge Amount       | GST                | Total               |
|------------|--|---------------------|--------------------|---------------------|
| 02/01/2024 | Payment towards design, engineering and construction services rendered at Sierra Winds Business Park | 200,000.00          | 10,000.00          | 210,000.00          |
|            | <b>Total:</b>  | <b>\$200,000.00</b> | <b>\$10,000.00</b> | <b>\$210,000.00</b> |

Please make cheque payable to **Woolsey Equities Inc**

Please remit payment to:

**#1600, 10303 - Jasper Avenue**  
**Edmonton, AB T5J 3N6**

Please indicate invoice number with your payment

\*\*\*\*\* Late charges and interest will be assessed in accordance with your agreement \*\*\*\*\*

This is **Exhibit "BB"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Douglas Montgomery". The signature is written in a cursive style with a large, stylized initial "D".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

---

**From:** Matt Woolsey  
**Sent:** February 28, 2024 4:22 PM  
**To:** Ramesh Nedadur; Rob Vanden Broek  
**Subject:** Payment Received

Ramesh and Rob,

Thank you for the payment towards our outstanding costs. As discussed, we will apply these amounts against outstanding bills or, if a deal proceeds we will credit against the Security Deposit once we have a new deal in-place.

I would like to establish some realistic timelines and a plan regarding the former. Let me know how best to achieve that.

Thanks again guys – it means a lot.

Matt

**Matt Woolsey** *President*

**P** 780.421.4000 **D** 780.508.0104 **C** 780.906.6321

10303 Jasper Avenue, Suite 1600

Edmonton, AB T5J 3N6

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This is **Exhibit "CC"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Montgomery". The first letter 'M' is large and stylized, with a loop. The rest of the name is written in a cursive, flowing script.

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

---

**From:** Matt Woolsey <matt@yorkrealty.ca>  
**Sent:** March 22, 2024 4:25 PM  
**To:** Rob Vanden Broek  
**Subject:** Re: Checking In

You bet Rob! Have a great weekend.

Matt

**Matt Woolsey** *President*

**P** 780.421.4000 **D** 780.508.0104 **C** 780.906.6321  
10303 Jasper Avenue, Suite 1600  
Edmonton, AB T5J 3N6

**YORK REALTY** *Property Solutions Simplified™*

---

**From:** Rob Vanden Broek  
**Date:** Friday, March 22, 2024 at 12:32 PM  
**To:** Matt Woolsey  
**Subject:** Re: Checking In

Hi Matt

I am out of commission today. Can we chat early next week?

Rob

---

**From:** Matt Woolsey  
**Sent:** Friday, March 22, 2024 12:36:49 AM  
**To:** Rob Vanden Broek  
**Subject:** Checking In

[EXTERNAL EMAIL: Proceed with caution]

Hi Rob,

Hope all is well.

How is your time today? Do you have 10-mins for a call?

Thanks,  
Matt

**Matt Woolsey** *President*

**P** 780.421.4000 **D** 780.508.0104 **C** 780.906.6321  
10303 Jasper Avenue, Suite 1600  
Edmonton, AB T5J 3N6





This is **Exhibit "DD"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Douglas Montgomery". The signature is written in a cursive style with a large, stylized "D" at the beginning.

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

---

**From:** Matt Woolsey  
**Sent:** April 15, 2024 7:08 PM  
**To:** Rob Vanden Broek; Ramesh Nedadur  
**Subject:** Sierra Invoice - Work To Date  
**Attachments:** 2024000121 Sierra Invoice and Backup.pdf

Gentlemen,

I hope all is well.

I attach our invoice of work completed to-date specific to the Sierra Building at our Balzac site. We have itemized each invoice as to its allocation between York (development) and Sierra (tenant). Of the ~\$2.45mm of incurred costs, our fair estimation is that the building is responsible for \$1.27mm + 6.00% mark-up from YCI. We have credited Sierra's previous payment against said cost.

I've attached the actual invoices at the link [here](#). Please let me know a good time to discuss.

Thanks,  
Matt

**Matt Woolsey** *President*

**P** 780.421.4000 **D** 780.508.0104 **C** 780.906.6321  
10303 Jasper Avenue, Suite 1600  
Edmonton, AB T5J 3N6

**YORK REALTY** *Property Solutions Simplified™*

**Woolsey Equities Inc**  
 1600, 10303 Jasper Ave NW  
 Edmonton AB T5J 3N6  
 (780)421-4000



**Bill To:**  
 Sierra Realty (Calgary) Corporation

**INVOICE #** 2024000121  
**DATE** 04-11-2024  
**DUE DATE** 04-11-2024  
**TERMS** Due upon receipt

| Desc   | Amount         |
|--|----------------|
| Design, engineering and construction services rendered at Sierra Winds Business Park | \$1,346,225.46 |

*Subtotal* \$1,346,225.46

GST Reg. 711333211RT0001

GST (5%) \$67,311.27

**TOTAL BALANCE DUE** **\$1,413,536.73**

Payment received to date \$210,000.00

**Net Amount Due** **\$1,203,536.73**

*Please make payments payable to Woolsey Equities Inc*



## Invoicing Details

|                       |  | Cost Split           |                  |                  |             | Total Sierra's portion   |                     |                       |            |
|-----------------------|--|----------------------|------------------|------------------|-------------|--------------------------|---------------------|-----------------------|------------|
| Invoice Number        | Total YCI Invoice including HB and GST | Cost for YCI Invoice | WEI Portion      | Sierra Portion   | Split Check | 6% Markup on Sierra Cost | Total Sierra's Cost | WEI Allocation Credit |            |
| 22-0048-01R           | 319,614                                | 319,072              | 50,443           | 268,628          | -           | 16,118                   | 284,746             | 53,470.06             |            |
| 22-0048-02            | 213,949                                | 213,586              | 67,869           | 145,717          | -           | 8,743                    | 154,460             | 71,941.49             |            |
| 22-0048-03            | 269,220                                | 268,763              | 74,987           | 193,776          | -           | 11,627                   | 205,402             | 79,486.64             |            |
| 22-0048-04            | 100,544                                | 107,117              | 49,815           | 57,302           | -           | 3,438                    | 60,740              | 52,803.52             |            |
| 22-0048-05            | 202,606                                | 202,262              | 39,505           | 162,757          | -           | 9,765                    | 172,523             | 41,874.83             |            |
| 22-0048-06            | 67,432                                 | 67,318               | 12,112           | 55,206           | -           | 3,312                    | 58,518              | 12,838.94             |            |
| 22-0048-07            | 235,731                                | 228,588              | 21,871           | 206,717          | -           | 12,403                   | 219,119             | 23,183.63             |            |
| 22-0048-08HB          | 156,566                                |                      |                  |                  |             |                          |                     |                       |            |
| <b>Sub Total</b>      | <b>1,565,663</b>                       | <b>1,406,705</b>     | <b>316,603</b>   | <b>1,090,102</b> |             | <b>65,406</b>            | <b>1,155,508</b>    | <b>335,599</b>        |            |
| Additional Invoice #1 | 22-0017-01                             | 887,626              | 939,287          | 852,284          | 87,002      | -                        | 5,220               | 92,222                | 903,421.32 |
| Additional Invoice #2 | 22-0048-08                             | 110,302              | 110,115          | 17,195           | 92,920      | -                        | 5,575               | 98,495                | 18,226.86  |
| <b>Total</b>          | <b>2,563,591</b>                       | <b>2,456,106</b>     | <b>1,186,082</b> | <b>1,270,024</b> |             | <b>76,201</b>            | <b>1,346,225</b>    | <b>1,257,247</b>      |            |



| Billing Invoice          | Vendor Name                               | Invoice Number | Sum of Vendor Invoice | Sum of York Cost | Sum of Sierra Cost |
|--------------------------|---|----------------|-----------------------|------------------|--------------------|
| 22-0048-01R              | ACI                                       | 22081-1        | 3,000                 | -                | 3,000              |
|                          | Factor                                    | 1676           | 9,200                 | 9,200            | -                  |
|                          | Lifeways of Canada                        | 8219           | 1,434                 | 1,434            | -                  |
|                          | Tippmann                                  | 1044           | 53,763                | -                | 53,763             |
|                          |   | 1048           | 21,756                | -                | 21,756             |
|                          |   | 1050           | 13,738                | -                | 13,738             |
|                          | CIMA Canada Inc                           | 061229-2       | 1,307                 | 1,307            | -                  |
|                          |   | 062895-2       | 2,690                 | 2,690            | -                  |
|                          | Kellam Berg Engineering & Surveys LTD.    | 45874          | 6,230                 | -                | 6,230              |
|                          |   | 46188          | 9,811                 | -                | 9,811              |
|                          |   | 46319          | 33,430                | 26,002           | 7,428              |
|                          | Mallot Creek Group Inc.                   | 12387          | 29,998                | -                | 29,998             |
|                          |   | 12431          | 55,741                | -                | 55,741             |
|                          |   | 12553          | 76,975                | -                | 76,975             |
| <b>22-0048-01R Total</b> |   |                | <b>319,072</b>        | <b>50,443</b>    | <b>268,628</b>     |
| 22-0048-02               | Design North                              | 3882           | 3,700                 | 1,900            | 1,800              |
|                          | Tippmann                                  | 1051           | 16,525                | -                | 16,525             |
|                          | CIMA Canada Inc                           | 64601          | 10,822                | 10,822           | -                  |
|                          | Kellam Berg Engineering & Surveys LTD.    | 46453          | 3,682                 | 3,682            | -                  |
|                          |   | 46458          | 47,105                | 37,925           | 9,180              |
|                          | Mallot Creek Group Inc.                   | 12592          | 118,211               | -                | 118,211            |
|                          | Township Planning + Design Inc            | 2013           | 13,540                | 13,540           | -                  |
| <b>22-0048-02 Total</b>  |   |                | <b>213,585</b>        | <b>67,869</b>    | <b>145,716</b>     |
| 22-0048-03               | RVC                                       | K-967          | 34,352                | -                | 34,352             |
|                          | Tippmann                                  | 1053           | 25,538                | -                | 25,538             |
|                          | CIMA Canada Inc                           | 65435          | 5,189                 | 5,189            | -                  |
|                          | Kellam Berg Engineering & Surveys LTD.    | 46616          | 57,378                | 48,648           | 8,730              |
|                          | Lear Real Estate Ltd.                     | 23-08-011      | 7,526                 | 7,526            | -                  |
|                          |   | 23-09-008      | 2,510                 | 2,510            | -                  |
|                          | Mallot Creek Group Inc.                   | 12672          | 123,656               | -                | 123,656            |
|                          | Township Planning + Design Inc            | 1941           | 15,170                | 15,170           | -                  |
|                          |   | 2013           | 7,312                 | 7,312            | -                  |
|                          |   | 2048           | 3,673                 | 2,173            | 1,500              |
|                          |   | Credit         | (13,540)              | (13,540)         | -                  |
| <b>22-0048-03 Total</b>  |   |                | <b>268,763</b>        | <b>74,987</b>    | <b>193,776</b>     |
| 22-0048-04               | Tippmann                                  | 1054           | 10,888                | -                | 10,888             |
|                          | CIMA Canada Inc                           | 66190          | 5,020                 | 5,020            | -                  |
|                          | Kellam Berg Engineering & Surveys LTD.    | 46638          | 47,045                | 44,795           | 2,250              |
|                          | Mallot Creek Group Inc.                   | 12736          | 25,805                | -                | 25,805             |
|                          | Township Planning + Design Inc            | 1943           | 18,360                | -                | 18,360             |
| <b>22-0048-04 Total</b>  |   |                | <b>107,117</b>        | <b>49,815</b>    | <b>57,302</b>      |
| 22-0048-05               | Midwest Caissons                          | 1524           | 107,900               | -                | 107,900            |
|                          | Tippmann                                  | 1055           | 2,231                 | -                | 2,231              |
|                          | Bunt & Associates Engineering Ltd.        | 49126          | 1,030                 | 1,030            | -                  |
|                          | CIMA Canada Inc                           | 67499          | 291                   | 291              | -                  |
|                          | Kellam Berg Engineering & Surveys LTD.    | 47034          | 22,642                | 22,642           | -                  |
|                          | Lear Real Estate Ltd.                     | 23-12-009      | 8,517                 | 8,517            | -                  |
|                          | Mallot Creek Group Inc.                   | 12785          | 52,626                | -                | 52,626             |
|                          | Township Planning + Design Inc            | 2111           | 7,025                 | 7,025            | -                  |
| <b>22-0048-05 Total</b>  |   |                | <b>202,262</b>        | <b>39,505</b>    | <b>162,757</b>     |
| 22-0048-06               | OC Signs                                  | 33694          | 600                   | -                | 600                |
|                          | Tippmann                                  | 1056           | 6,800                 | -                | 6,800              |
|                          | VCI Contracting                           | 1540           | 4,802                 | 2,401            | 2,401              |
|                          | Wade Engineering                          | 20811          | 4,273                 | -                | 4,273              |
|                          | CIMA Canada Inc                           | 68330          | 4,388                 | 4,388            | -                  |
|                          | Lear Real Estate Ltd.                     | 24-01-010      | 3,200                 | 3,200            | -                  |
|                          | Mallot Creek Group Inc.                   | 12867          | 41,132                | -                | 41,132             |
|                          | Township Planning + Design Inc            | 2154           | 2,124                 | 2,124            | -                  |
| <b>22-0048-06 Total</b>  |   |                | <b>67,318</b>         | <b>12,112</b>    | <b>55,206</b>      |
| 22-0048-07               | Collins Steel                             | 26704          | 8,515                 | -                | 8,515              |
|                          | Factor                                    | 1802           | 3,947                 | -                | 3,947              |
|                          |   | 1920           | 1,735                 | -                | 1,735              |
|                          |   | 1986           | 3,398                 | -                | 3,398              |
|                          |   | 2031           | 3,943                 | -                | 3,943              |
|                          | ISL                                       | 109378         | 1,478                 | 1,478            | -                  |
|                          | Prairie Enviro Services                   | 3309           | 1,500                 | 1,500            | -                  |
|                          | Tippmann                                  | 1057           | 12,838                | -                | 12,838             |
|                          | Wade Engineering                          | 20854          | 2,136                 | -                | 2,136              |
|                          |   | 20880          | 2,136                 | -                | 2,136              |
|                          | CIMA Canada Inc                           | 69158          | 842                   | 842              | -                  |
|                          |   | 70548          | 246                   | 246              | -                  |
|                          | Kellam Berg Engineering & Surveys LTD.    | 47567          | 31,526                | 4,590            | 26,936             |
|                          |   | 47584          | 18,403                | 1,530            | 16,873             |
|                          |   | 47651          | 1,328                 | -                | 1,328              |
|                          | Lear Real Estate Ltd.                     | 24-02-006      | 1,650                 | 1,650            | -                  |
|                          |   | 24-03-005      | 2,725                 | 2,725            | -                  |
|                          | Mallot Creek Group Inc.                   | 12945          | 98,492                | -                | 98,492             |
|                          |   | 13003          | 9,342                 | -                | 9,342              |
|                          | Township Planning + Design Inc            | 2185           | 2,414                 | 2,414            | -                  |
|                          |   | 2224           | 4,896                 | 4,896            | -                  |
|                          | Permit                                    | (blank)        | 8,300                 | -                | 8,300              |
|                          | Primary Engineering and Construction Corp | (blank)        | 6,800                 | -                | 6,800              |
| <b>22-0048-07 Total</b>  |   |                | <b>228,588</b>        | <b>21,871</b>    | <b>206,717</b>     |
| 22-0017-01               | Ironclad                                  | 23113          | 35,081                | 35,081           | -                  |
|                          |   | 23164          | 904,205               | 817,203          | 87,002             |
| <b>22-0017-01 Total</b>  |   |                | <b>939,287</b>        | <b>852,284</b>   | <b>87,002</b>      |
| 22-0048-08               | Kennevor                                  | Multiple       | 90,216                | -                | 90,216             |
|                          | Bunt & Associates Engineering Ltd.        | 49727          | 970                   | 970              | -                  |
|                          |   | 50922          | 910                   | 910              | -                  |
|                          | CIMA Canada Inc                           | 071361         | 105                   | 105              | -                  |
|                          |   | 071989         | 2,492                 | 2,492            | -                  |
|                          | Kellam Berg Engineering & Surveys LTD.    | 47808          | 10,293                | 10,293           | -                  |
|                          | Lear Real Estate Ltd.                     | 24-04-005      | 1,250                 | 1,250            | -                  |
|                          | Mallot Creek Group Inc.                   | 13071          | 2,704                 | -                | 2,704              |
|                          | Township Planning + Design Inc            | 2267           | 385                   | 385              | -                  |
|                          |   | 2297           | 790                   | 790              | -                  |
| <b>22-0048-08 Total</b>  |   |                | <b>110,115</b>        | <b>17,195</b>    | <b>92,920</b>      |
| <b>Grand Total</b>       |   |                | <b>2,456,106</b>      | <b>1,186,082</b> | <b>1,270,023</b>   |

This is **Exhibit "EE"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Douglas Montgomery". The signature is written in a cursive style with a large, stylized initial "D".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

---

**From:** Rob Vanden Broek <Rob.VandenBroek@sierrasc.com>  
**Sent:** April 16, 2024 8:28 AM  
**To:** Matt Woolsey; Ramesh Nedadur  
**Subject:** RE: Sierra Invoice - Work To Date

Good morning Matt,

Appreciate the information. Let's target a call at the end of the week. The next couple of days are a write off for both Ramesh and myself.

Rob Vanden Broek | CEO  
**Sierra Supply Chain Services**  
5090 Explorer Drive, Suite 203  
Mississauga, ON L4W 4T9, Canada  
**M:** 416.618.8894  
**E:** [rob.vandenbroek@sierrasc.com](mailto:rob.vandenbroek@sierrasc.com)  
[www.sierrasupplychain.com](http://www.sierrasupplychain.com)



---

**From:** Matt Woolsey <matt@yorkrealty.ca>  
**Sent:** Monday, April 15, 2024 7:08 PM  
**To:** Rob Vanden Broek <Rob.VandenBroek@sierrasc.com>; Ramesh Nedadur <Ramesh.Nedadur@sierrasc.com>  
**Subject:** Sierra Invoice - Work To Date

[EXTERNAL EMAIL: Proceed with caution]  
Gentlemen,

I hope all is well.

I attach our invoice of work completed to-date specific to the Sierra Building at our Balzac site. We have itemized each invoice as to its allocation between York (development) and Sierra (tenant). Of the ~\$2.45mm of incurred costs, our fair estimation is that the building is responsible for \$1.27mm + 6.00% mark-up from YCI. We have credited Sierra's previous payment against said cost.

I've attached the actual invoices at the link [here](#). Please let me know a good time to discuss.



Thanks,  
Matt

**Matt Woolsey** *President*

**P** 780.421.4000 **D** 780.508.0104 **C** 780.906.6321

10303 Jasper Avenue, Suite 1600  
Edmonton, AB T5J 3N6

**YORK REALTY** *Property Solutions Simplified™*

This is **Exhibit "FF"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Douglas Montgomery". The signature is written in a cursive style with a large, stylized initial "D" and "M".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

---

**From:** Matt Woolsey  
**Sent:** May 4, 2024 3:01 PM  
**To:** Rob Vanden Broek  
**Subject:** Follow Up

Hi Rob,

Hope you had a great weekend. Wanting to follow up on our discussion about a payment plan. Have you had any further thoughts?

Thanks,  
Matt

**Matt Woolsey** *President*

**P** 780.421.4000 **D** 780.508.0104 **C** 780.906.6321

10303 Jasper Avenue, Suite 1600

Edmonton, AB T5J 3N6

**YORK REALTY** *Property Solutions Simplified*™

This is **Exhibit "GG"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Montgomery". The signature is written in a cursive style with a large, stylized initial "M".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

---

**From:** Rob Vanden Broek <Rob.VandenBroek@sierrascs.com>  
**Sent:** May 16, 2024 9:22 AM  
**To:** Matt Woolsey; Ramesh Nedadur  
**Subject:** RE: Update

Apologies Matt.

We are both back in the office next week and will connect.

Regards,

---

**From:** Matt Woolsey <matt@yorkrealty.ca>  
**Sent:** Tuesday, May 14, 2024 9:22 AM  
**To:** Rob Vanden Broek <Rob.VandenBroek@sierrascs.com>; Ramesh Nedadur <Ramesh.Nedadur@sierrascs.com>  
**Subject:** Update

[EXTERNAL EMAIL: Proceed with caution]  
Gentlemen,

I realize things have been 'difficult' over the previous months, but I'd really like to get on the same-page. When can we expect a plan from Sierra?

Thanks,  
Matt

**Matt Woolsey** *President*  
**P** 780.421.4000 **D** 780.508.0104 **C** 780.906.6321  
10303 Jasper Avenue, Suite 1600  
Edmonton, AB T5J 3N6

**YORK REALTY** *Property Solutions Simplified™*

This is **Exhibit "HH"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Douglas Montgomery". The signature is written in a cursive style with a large, stylized initial "D".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

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**From:** Rob Vanden Broek <Rob.VandenBroek@sierrascs.com>  
**Sent:** May 21, 2024 5:15 PM  
**To:** Matt Woolsey  
**Cc:** Ramesh Nedadur; Daniel Hirsh  
**Subject:** York Realty

## Eastern Meat Solutions | Sierra Realty

Matt,

I am writing to provide you with an update about a significant development for our company. Before providing details, I wish to thank you for your collaboration over the past months. Eastern Meat Solutions Inc. and its various operating subsidiaries (the “**Company**”) have faced a challenging period over the past few months and your continued support has been invaluable. However, I have been forced to take significant action for the long-term benefit of our Company.

On May 21, 2024, the Company obtained an order (the “**Initial Order**”) from the Ontario Superior Court of Justice, commencing the Company’s filing under the *Companies’ Creditors Arrangement Act* (known as the “**CCAA**”). As you may already be aware, the CCAA is a Canadian restructuring statute that would afford us the opportunity to restructure the Company’s current affairs. This means we can restructure various elements of our various businesses with a view to a stronger future, enabling us to continue to operate from a position of strength and stability.

We wanted to take the opportunity to provide information to address questions that you may have:

- **Restructuring Plans:** In the materials (the “**Restructuring Materials**”) we filed with the Court (which can be accessed at the CCAA Monitor’s website: <https://www.insolvencies.deloitte.ca/easternmeat>), we have laid out our intended restructuring plan, which includes:
  - winding down our trading business;
  - marketing our processing business in our Brampton location for sale to a new owner and operator to be identified; and
  - maintaining our cold storage business in our Hamilton location to be the future and cornerstone of the Eastern/Sierra business that emerges from the CCAA restructuring proceedings.
- **On-going Operations:** During the CCAA proceedings, existing management remains in control of the business and intends to continue operating our processing and cold storage operations on a largely “business as usual” basis.
- **Lease Disclaimer:** As noted in our Restructuring Materials, we intend to disclaim our letter of intent and all agreements relating to the proposed lease in Calgary (Balzac) location.
- **CCAA Monitor:** Deloitte Restructuring Inc. (“**Deloitte**” or the “**Monitor**”) will oversee elements of the restructuring as the court-appointed Monitor. The Monitor will provide regular updates on its case website noted above. The Monitor has also established a telephone hotline (416.601.6048) and email inbox ([easternmeatsolutions@deloitte.ca](mailto:easternmeatsolutions@deloitte.ca)) in the event you have any questions.

Once again, I wish to convey that we do not take this significant step lightly.

Rob Vanden Broek

This is **Exhibit "II"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Douglas Montgomery". The signature is written in a cursive style with a large, stylized initial "D".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)



**Bank of Montreal**

250 Yonge St., 11th Floor  
Toronto, ON M5B 2L7  
Tel: 416 598-6112  
Fax: 416 598-6076  
SWIFT: BOFMCAT2

SIERRA WINDS BUSINESS PARK INC.,  
#1600, 10303 JASPER AVENUE NW,  
EDMONTON, AB T5J 3N6 Canada

October 09, 2024

Re: Our Irrevocable Standby Letter of Credit No.: BMT0697221OS  
Applicant: EASTERN MEAT SOLUTIONS INC

Dear Customer,

"THIS IS A NON-RENEWAL NOTICE.

We wish to inform you that our abovementioned Letter of Credit will not be renewed by us for an additional one-year period; therefore, it will expire at our counters on November 19, 2024.

Should you consent, however, to the cancellation of this Letter of Credit prior to its present expiration date, please return the original Letter of Credit instrument together with any subsequent amendment(s) directly to us to your complete discharge.

Should you need to make a claim under our Letter of Credit please ensure that your claim is presented to us no later than November 19, 2024.

APPLICANT:  
EASTERN MEAT SOLUTIONS INC., ON BEHALF OF SIERRA REALTY CALGARY CORPORATION.

Unless otherwise instructed herein, all correspondence and enquiries regarding this transaction should be directed to our Customer Service Centre at the above address, telephone: 416-598-6112. Please indicate our reference number in all your correspondence or telephone enquiries.

Regards,

A handwritten signature in blue ink, appearing to read "Niriksh Shetty", is written over a horizontal line.

**NIRIKSH SHETTY**

Authorised Signature(s)

This is **Exhibit "JJ"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Montgomery". The signature is written in a cursive style with a large, stylized initial "M".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

---

**From:** Bagirakandi, Alain <Alain.Bagirakandi@bmo.com>  
**Sent:** Friday, November 8, 2024 10:11 AM  
**To:** Girard, Normand <normand.girard@bmo.com>; Matt Woolsey <matt@yorkrealty.ca>  
**Subject:** BMT06972210S

You don't often get email from alain.bagirakandi@bmo.com. [Learn why this is important](#)

Hi Matt,

I just called your mobile number and got your voicemail.

Please call me at your earliest convenience.

Thanks

Alain Bagirakandi CDCS

Team Lead, Standby Letters of Credit and Guarantees

Bank of Montreal and BMO Bank N.A.

Global Trade Operations

250 Yonge St., 11th Floor, Toronto ON, M5B 2L7

Tel: 416 598 6592 | Fax: 416 598 6075

alain.bagirakandi@bmo.com

Please direct all New Standby & Guarantees application and amendment requests only to BMO- Global Trade Operations at BMOGTO.SBLCGTEENewApplications@bmo.com

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**From:** Girard, Normand <normand.girard@bmo.com>  
**Sent:** Friday, November 8, 2024 12:03 PM  
**To:** Matt Woolsey <matt@yorkrealty.ca>; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com>  
**Subject:** RE: BMT06972210S - Voicemail

Hi Matthew,

I'm on a call but asked Alain to contact you.

Thanks

Normand Girard, CDCS  
Director - Global Trade Operations  
250 Yonge, 11th floor  
Toronto, Ontario, M5B 2L7

---

**From:** Matt Woolsey <[matt@yorkrealty.ca](mailto:matt@yorkrealty.ca)>  
**Sent:** Friday, November 8, 2024 11:25 AM  
**To:** Girard, Normand <[normand.girard@bmo.com](mailto:normand.girard@bmo.com)>  
**Subject:** BMTO697221OS - Voicemail

**External Email:** Use caution with links and attachments. | **Courriel externe :** Faites preuve de prudence en ce qui a trait aux liens et aux pièces jointes.

Hi Normand,

I just left a voicemail pertaining to the LOC referenced in my subject line. We would like to be able to draw upon this LOC and I was hoping to get your assistance.

Please phone my cell number at your earliest convenience: 780-906-6321.

Thanks,  
Matt

**Matt Woolsey** *President*  
**P** 780.421.4000 **D** 780.508.0104 **C** 780.906.6321  
10303 Jasper Avenue, Suite 1600  
Edmonton, AB T5J 3N6

**YORK REALTY** *Property Solutions Simplified* ®

The information contained in this e-mail message may be privileged, confidential and protected from disclosure. If you are not the intended recipient, any use, disclosure, dissemination, distribution or copying of any portion of this message or any attachment is strictly prohibited.

This is **Exhibit "KK"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Douglas Montgomery". The signature is written in a cursive style with a large, stylized "D" at the beginning.

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)



## RE: BMT0697221OS Attached Image [PROTECT]

christopher@yorkrealty.ca

**Received:** Nov 19, 2024 12:41 PM  
**Expires:** Feb 17, 2025 12:40 PM  
**From:** matt@yorkrealty.ca  
**To:** christopher@yorkrealty.ca, alain.bagirakandi@bmo.com  
**Cc:** srinath.perera@bmo.com, koye.sanni@bmo.com, normand.girard@bmo.com  
**Subject:** RE: BMT0697221OS Attached Image [PROTECT]

**Attachments:** Lease\_to\_Sierra\_(03.10.2023)\_-\_signed\_by\_Purchaser\_(002) (3).pdf

This message was sent securely using Zix<sup>®</sup>

BMO Team;

Our lease agreement required that our Tenant provide the Landlord with a security deposit paid by way of a letter of credit within 30-days of mutual execution of the Lease (see s. 6 in attached executed lease). We have previously established the connection between ourselves as successor to the Landlord (Woolsey Equities) and the Tenant (Sierra Realty (Calgary) Corporation).

Further, in section 10 of the lease, when the Tenant becomes, or threatens to become insolvent or seek creditor protection, said security deposit belongs to the landlord.

Per section 10 of the fully executed lease, "a ll rights and remedies of the Landlord in connection with the Lease are cumulative and, where applicable, shall survive the early termination of this Lease or the expiration of the Term of this Lease".

While we, as Landlord, were not provided with an original or copy of the letter of credit, the letter of credit was to be provided and was created by the Tenant for our benefit to protect against the eventuality of the current situation.

We will correct the letter, per your instructions, and await your feedback.

Thanks,  
 Matt

--- Originally sent by alain.bagirakandi@bmo.com on Nov 19, 2024 11:05 AM ---

This message was sent securely using Zix<sup>®</sup>

Hi Christopher,

Further to your revised presentation made on November 18, 2024 (Initial presentation made on November 14, 2024), see attached our notice of discrepancy.

We noticed that Word "authentication" is not applicable in the box for the Beneficiary's Signature. We understand that ----- is a "Signature" who signed under "the Beneficiary's Authorized Signature".

Regards

Alain Bagirakandi CDCS

Team Lead, Standby Letters of Credit and Guarantees

Bank of Montreal and BMO Bank N.A.

Global Trade Operations

250 Yonge St., 11th Floor, Toronto ON, M5B 2L7

Tel: 416 598 6592 | Fax: 416 598 6075

Please direct all New Standby & Guarantees application and amendment requests only to BMO- Global Trade Operations at BMOGTO.SBLCGTEENewApplications@bmo.com

**From:** christopher@yorkrealty.ca <christopher@yorkrealty.ca>

**Sent:** Monday, November 18, 2024 3:27 PM

**To:** Sanni, Koye <Koye.Sanni@bmo.com>

**Cc:** matt@yorkrealty.ca; Girard, Normand <normand.girard@bmo.com>; Perera, Srinath <SRINATH.PERERA@bmo.com>; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com>

**Subject:** RE: BMT0697221OS Attached Image [PROTECT]

This message was sent securely using Zix®

Hello Koye,

Given the earlier challenges we had in having faxes come through, I have submitted to the three separate fax lines you earlier provided:

1-416-598-6071

1-416-598-6075

1-416-598-6076

Fax confirmations are attached.

Thanks,

Christopher

--- Originally sent by koye.sanni@bmo.com on Nov 18, 2024 1:04 PM ---

This message was sent securely using Zix®

Hi Christopher,

Kindly present the claim via fax.

-----  
Best regards,

Koye Sanni

Service Specialist, Standby Letters of Credit & Guarantees

**BMO Financial Group**

**Global Trade Operations**

250 Yonge Street, 11<sup>th</sup> Floor

Toronto, Ontario

[koye.sanni@bmo.com](mailto:koye.sanni@bmo.com)

Tel: 416-263-0142

Please direct all *New Standby & Guarantees application and amendment requests only* to [BMOGTO.SBLCGTEENewApplications@bmo.com](mailto:BMOGTO.SBLCGTEENewApplications@bmo.com)

**From:** christopher@yorkrealty.ca <christopher@yorkrealty.ca>

**Sent:** Monday, November 18, 2024 1:48 PM

**To:** Sanni, Koye <Koye.Sanni@bmo.com>

**Cc:** Bagirakandi, Alain <Alain.Bagirakandi@bmo.com>; matt@yorkrealty.ca; Girard, Normand <normand.girard@bmo.com>; Perera, Srinath <SRINATH.PERERA@bmo.com>

**Subject:** RE: BMT0697221OS Attached Image [PROTECT]

This message was sent securely using Zix®

Thanks Koye. See attached demand letter with requested revisions.

Note, as I have shared all along, we were not provided with the original of the LC. I have included here the draft version of the LC that we were provided along with the applicant's email confirmation of having approved the LC for release (which the receipt of the original notice of non-renewal, also attached, confirms was in fact issued as required to us as beneficiary.)

Thanks,

Christopher

--- Originally sent by koye.sanni@bmo.com on Nov 18, 2024 10:50 AM ---

This message was sent securely using Zix®

Hi Christopher,

Please note the following discrepancies noted on the revised draft of the demand-

-copy of the letter of credit not presented.

-Beneficiary's Certificate should be signed by the beneficiary.

-For consistency purpose you may consider adding currency under Standby Letter of Credit Amount to show as CAD1,500,000.

-Remove authentication under Signature bloc.

Best regards,

Koye Sanni

Service Specialist, Standby Letters of Credit & Guarantees



BMO Financial Group

Global Trade Operations

250 Yonge Street, 11<sup>th</sup> Floor

Toronto, Ontario

M5B 2L7

[koye.sanni@bmo.com](mailto:koye.sanni@bmo.com)

Tel: 416-263-0142

Please direct all *New Standby & Guarantees application and amendment requests only* to [BMOGTO.SBLCGTEENewApplications@bmo.com](mailto:BMOGTO.SBLCGTEENewApplications@bmo.com)

**From:** christopher@yorkrealty.ca <christopher@yorkrealty.ca>

**Sent:** Friday, November 15, 2024 6:08 PM

**To:** Sanni, Koye <Koye.Sanni@bmo.com>

**Cc:** Girard, Normand <normand.girard@bmo.com>; matt@yorkrealty.ca; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com>; Perera, Srinath <SRINATH.PERERA@bmo.com>

**Subject:** RE: BMT0697221OS Attached Image [PROTECT]

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Thank you for the review. Please see attached draft. If satisfactory, we will have it promptly executed and notarized.

Thanks,

Christopher

--- Originally sent by koye.sanni@bmo.com on Nov 15, 2024 3:21 PM ---

This message was sent securely using Zix ®

Hi Christopher,

Please see attached discrepancy advice per your demand.

Kindly review and make the required corrections.

We recommend you send draft of the revised demand to us via email so we could review and confirm before you send the final version.

-----  
Best regards,

Koye Sanni

Service Specialist, Standby Letters of Credit & Guarantees

Global Trade Operations

250 Yonge Street, 11<sup>th</sup> Floor

Toronto, Ontario

M5B 2L7

[koye.sanni@bmo.com](mailto:koye.sanni@bmo.com)

Tel: 416-263-0142

Please direct all *New Standby & Guarantees application and amendment requests only* to [BMOGTO.SBLCGTEENewApplications@bmo.com](mailto:BMOGTO.SBLCGTEENewApplications@bmo.com)

**From:** Christopher Drobot <[christopher@yorkrealty.ca](mailto:christopher@yorkrealty.ca)>

**Sent:** Friday, November 15, 2024 12:21 PM

**To:** Bagirakandi, Alain <[Alain.Bagirakandi@bmo.com](mailto:Alain.Bagirakandi@bmo.com)>; Perera, Srinath <[SRINATH.PERERA@bmo.com](mailto:SRINATH.PERERA@bmo.com)>

**Cc:** Sanni, Koye <[Koye.Sanni@bmo.com](mailto:Koye.Sanni@bmo.com)>; Matt Woolsey <[matt@yorkrealty.ca](mailto:matt@yorkrealty.ca)>; Girard, Normand <[normand.girard@bmo.com](mailto:normand.girard@bmo.com)>

**Subject:** Re: BMT0697221OS Attached Image

Hello,

Can you please provide an update on your fax system's ability to receive transmissions?

Or, alternatively can you please confirm the email attachment of the letter which I have already provided will suffice?

We've provided numerous confirmations that our faxes have gone through to the numbers provided. We're simply looking for BMO to confirm receipt of the demand letter.

Thanks,

**Christopher Drobot**

*Director, Capital Solutions*

**P**

780.421.4000 Ext. 2010 **D**

825.480.4523 **C**

780.699.3694

10303 Jasper Avenue, Suite 1600

Edmonton , Alberta T5J 3N6

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**From:** Bagirakandi, Alain <[Alain.Bagirakandi@bmo.com](mailto:Alain.Bagirakandi@bmo.com)>

**Sent:** Thursday, November 14, 2024 3:45:55 PM

**To:** Christopher Drobot <[christopher@yorkrealty.ca](mailto:christopher@yorkrealty.ca)>; Perera, Srinath <[SRINATH.PERERA@bmo.com](mailto:SRINATH.PERERA@bmo.com)>

**Cc:** Sanni, Koye <[Koye.Sanni@bmo.com](mailto:Koye.Sanni@bmo.com)>

**Subject:** RE: BMT0697221OS Attached Image

Hi Christopher,

We are currently investigating with our teams onsite and will revert to you as soon as possible.

Sorry for any inconvenience.

Regards

Alain Bagirakandi CDCS

Team Lead, Standby Letters of Credit and Guarantees

Bank of Montreal and BMO Bank N.A.

Global Trade Operations

250 Yonge St., 11th Floor, Toronto ON, M5B 2L7

Tel: 416 598 6592 | Fax: 416 598 6075

alain.bagirakandi@bmo.com

Please direct all New Standby & Guarantees application and amendment requests only to BMO- Global Trade Operations at BMOGTO.SBLCGTEENewApplications@bmo.com

**From:** Christopher Drobot <christopher@yorkrealty.ca >  
**Sent:** Thursday, November 14, 2024 5:25 PM  
**To:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Cc:** Sanni, Koye <Koye.Sanni@bmo.com >; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

Hello all,

Per below, I've attempted to fax multiple times to the numbers provided and continue to be told these haven't been received. I have verified that our fax machine is sending correctly.

Please confirm your receipt of the demand under BMT0697221OS, and, if still not received, please provide a functioning fax number to which I can send the letter.

Thanks,

**Christopher Drobot** *Director, Capital Solutions*  
 P 780.421.4000 Ext. 2010 D 825.480.4523 C 780.699.3694

10303 Jasper Avenue, Suite 1600  
 Edmonton , Alberta T5J 3N6

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**From:** Christopher Drobot  
**Sent:** November 14, 2024 1:40 PM  
**To:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Cc:** Sanni, Koye <Koye.Sanni@bmo.com >; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

Hello Srinath,

For certainty, I have also verified that our fax machine is sending correctly (by sending one to myself, confirmation of which receipt is attached).

I have now tried sending FROM 780-426-7783 TO 416-598-6075 & 416-598-6071, as well as FROM 780-699-3694 TO 416-598-6075 & 416-598-6071

Perhaps, if you can try sending me one from your machine at either 780-426-7783 or 780-699-3694 I can confirm what number your machine is at, and that it's connecting?

Thanks,

**Christopher Drobot***Director, Capital Solutions*

780.421.4000 Ext. 2010

**D**

825.480.4523

**C**

780.699.3694

10303 Jasper Avenue, Suite 1600  
Edmonton, Alberta T5J 3N6**YORK REALTY***Property Solutions Simplified*

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**From:** Perera, Srinath <SRINATH.PERERA@bmo.com >**Sent:** November 14, 2024 1:06 PM**To:** Christopher Drobot <christopher@yorkrealty.ca >**Cc:** Sanni, Koye <Koye.Sanni@bmo.com >; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com >**Subject:** RE: BMT0697221OS Attached Image

Hello Christopher

Unfortunately we did not received the fax sent t: 416 598 6071

That why want to refax to 416 598 6075

Thanks

Regards

Srinath Perera | Service Specialist-Standby&amp;Gtees

BMO Financial Group | Global Trade Operations

416 598 6095 | (f) 416 598 6075

[srinath.perera@bmo.com](mailto:srinath.perera@bmo.com)**Please direct all *New Standby & Guarantees application and amendment requests only* to BMO- Global Trade Operations at [BMOGTO.SBLCGTEENewApplications@bmo.com](mailto:BMOGTO.SBLCGTEENewApplications@bmo.com)****From:** Christopher Drobot <christopher@yorkrealty.ca >**Sent:** Thursday, November 14, 2024 2:55 PM**To:** Perera, Srinath <SRINATH.PERERA@bmo.com >**Cc:** Sanni, Koye <Koye.Sanni@bmo.com >; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com >**Subject:** RE: BMT0697221OS Attached Image

Hello Srinath, yesterday you gave me 1-416-598-6071, which I faxed to and present to you below the confirmation of transaction successfully going through

I will try again, but I'm confused as to the issues we're experiencing here when our fax machine is providing confirmations of having sent, and we've now sent to multiple numbers you and your team have provided (from the official letterhead, the numbers provided by email, and more). I'm going to try again now, and will also send from a different fax machine for certainty.

Thanks,

**Christopher Drobot**

*Director, Capital Solutions*

780.421.4000 Ext. 2010

**D**

825.480.4523

**C**

780.699.3694

10303 Jasper Avenue, Suite 1600  
Edmonton, Alberta T5J 3N6

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**From:** Perera, Srinath <SRINATH.PERERA@bmo.com >

**Sent:** November 14, 2024 12:47 PM

**To:** Christopher Drobot <christopher@yorkrealty.ca >

**Cc:** Sanni, Koye <Koye.Sanni@bmo.com >; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com >

**Subject:** RE: BMT0697221OS Attached Image

Hi Christopher,

Not received the you sent to 416 598 6076

Pls fax to: 416 598 6075

Sorry for inconvenience caused

Thanks

Regards

Srinath Perera | Service Specialist-Standby&Gtees

BMO Financial Group | Global Trade Operations

416 598 6095 | (f) 416 598 6075

[srinath.perera@bmo.com](mailto:srinath.perera@bmo.com)

**Please direct all *New Standby & Guarantees application and amendment requests only* to BMO- Global Trade Operations at [BMOGTO.SBLCGTEENewApplications@bmo.com](mailto:BMOGTO.SBLCGTEENewApplications@bmo.com)**

**From:** Christopher Drobot <christopher@yorkrealty.ca >

**Sent:** Thursday, November 14, 2024 2:38 PM

**To:** Perera, Srinath <SRINATH.PERERA@bmo.com >

**Cc:** Sanni, Koye <Koye.Sanni@bmo.com >; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com >

**Subject:** RE: BMT0697221OS Attached Image

Hello Srinath (or others on the team). Can you now confirm receipt of the fax?

Thanks,

**Christopher Drobot** *Director, Capital Solutions*  
 P 780.421.4000 Ext. 2010 D 825.480.4523 C 780.699.3694

10303 Jasper Avenue, Suite 1600  
 Edmonton , Alberta T5J 3N6

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**From:** Christopher Drobot  
**Sent:** November 13, 2024 2:53 PM  
**To:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Cc:** Sanni, Koye <Koye.Sanni@bmo.com >; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

Hello,

I have faxed to the number below, confirmation attached.

Thanks,

**Christopher Drobot** *Director, Capital Solutions*  
 P 780.421.4000 Ext. 2010 D 825.480.4523 C 780.699.3694

10303 Jasper Avenue, Suite 1600  
 Edmonton , Alberta T5J 3N6

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**From:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Sent:** November 13, 2024 2:38 PM  
**To:** Christopher Drobot <christopher@yorkrealty.ca >  
**Cc:** Sanni, Koye <Koye.Sanni@bmo.com >; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

Hello Christopher,

We require The Certificate of Amalgamation or Articles of Amalgamation (what you attached is a Registration Statement).

We have not received the Fax.

Pls fax : 416 598 6071 or 1 877 801 7787

And call to confirm

Thanks

Regards

Srinath Perera | Service Specialist-Standby&Gtees

416 598 6095 | (f) 416 598 6075

[srinath.perera@bmo.com](mailto:srinath.perera@bmo.com)

**Please direct all *New Standby & Guarantees application and amendment requests only* to BMO- Global Trade Operations at [BMOGTO.SBLCGTEENewApplications@bmo.com](mailto:BMOGTO.SBLCGTEENewApplications@bmo.com)**

**From:** Christopher Drobot <crm>  
**Sent:** Wednesday, November 13, 2024 12:33 PM  
**To:** Sanni, Koye <Koye.Sanni@bmo.com >  
**Cc:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

See attached amalgamation registration statement per your request

Thanks,

**Christopher Drobot** *Director, Capital Solutions*  
P 780.421.4000 Ext. 2010 D 825.480.4523 C 780.699.3694

10303 Jasper Avenue, Suite 1600  
Edmonton , Alberta T5J 3N6

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**From:** Christopher Drobot  
**Sent:** November 13, 2024 10:16 AM  
**To:** 'Sanni, Koye' <Koye.Sanni@bmo.com >  
**Cc:** 'Perera, Srinath' <SRINATH.PERERA@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

Hello Koye,

The fax number you provided says it is "not available in your area". Can you please confirm the number?

In the meantime, please see the attached transfer & draw request, and corporate summary detailing the vertical amalgamation of the initial addressee.

Thanks,

**Christopher Drobot** *Director, Capital Solutions*  
P 780.421.4000 Ext. 2010 D 825.480.4523 C 780.699.3694

10303 Jasper Avenue, Suite 1600

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**From:** Christopher Drobot  
**Sent:** November 6, 2024 10:53 AM  
**To:** Sanni, Koye <Koye.Sanni@bmo.com >  
**Cc:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Subject:** RE: BMTO697221OS Attached Image

Hello Koye,

Checking in on this question

Thanks,

**Christopher Drobot** *Director, Capital Solutions*

**P** 780.421.4000 Ext. 2010 **D** 825.480.4523 **C** 780.699.3694

10303 Jasper Avenue, Suite 1600

Edmonton , Alberta T5J 3N6

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**From:** Christopher Drobot  
**Sent:** November 1, 2024 2:32 PM  
**To:** Sanni, Koye <Koye.Sanni@bmo.com >  
**Cc:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Subject:** RE: BMTO697221OS Attached Image

Thanks Koye, and I understand. Unfortunately, we were never provided with the original (it was retained by the applicant, who failed to deliver according to their obligations under our lease)

Based on this, can a new one be issued?

**Christopher Drobot** *Director, Capital Solutions*

**P** 780.421.4000 Ext. 2010 **D** 825.480.4523 **C** 780.699.3694

10303 Jasper Avenue, Suite 1600

Edmonton , Alberta T5J 3N6

**YORK REALTY** *Property Solutions Simplified* ®



**From:** Sanni, Koye <Koye.Sanni@bmo.com >  
**Sent:** November 1, 2024 11:24 AM  
**To:** Christopher Drobot <christopher@yorkrealty.ca >  
**Cc:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Subject:** RE: BMTO697221OS Attached Image

You don't often get email from koye.sanni@bmo.com . Learn why this is important

Hi Christopher,

The original LC and the draw documents according to the terms of the LC must be presented to make a claim on the LC.

Original non-renewal notice is not a requirement to draw on the LC.

---

Best regards,

Koye Sanni  
Service Specialist, Standby Letters of Credit & Guarantees

**BMO Financial Group**

**Global Trade Operations**

250 Yonge Street, 11<sup>th</sup> Floor

Toronto, Ontario

M5B 2L7

[koye.sanni@bmo.com](mailto:koye.sanni@bmo.com)

Tel: 416-263-0142

Please direct all *New Standby & Guarantees application and amendment requests only* to [BMOGTO.SBLCGTEENewApplications@bmo.com](mailto:BMOGTO.SBLCGTEENewApplications@bmo.com)

**From:** Christopher Drobot <christopher@yorkrealty.ca >  
**Sent:** Friday, November 1, 2024 1:13 PM  
**To:** Sanni, Koye <Koye.Sanni@bmo.com >  
**Cc:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Subject:** RE: BMTO697221OS Attached Image

Hello Koye,

Are you able to respond to my initial question to Niriksh?

---

The applicant may yet have possession of the original, but has not at any time released it to us (per the obligation within their lease to do so).

I am planning to circulate a draw request, and given our possession of the original notice of non-renewal, is this adequate to satisfy BMO to our rightful claim to the funds available under this L/C?

---

Thanks,

**Christopher Drobot**

*Director, Capital Solutions*

P 780.421.4000 Ext. 2010 D 825.480.4523 C 780.699.3694

10303 Jasper Avenue, Suite 1600

Edmonton , Alberta T5J 3N6

**YORK REALTY**

*Property Solutions Simplified*



**From:** Sanni, Koye <Koye.Sanni@bmo.com >

**Sent:** November 1, 2024 9:36 AM

**To:** Christopher Drobot <christopher@yorkrealty.ca >

**Cc:** Perera, Srinath <SRINATH.PERERA@bmo.com >

**Subject:** RE: BMTO697221OS Attached Image

You don't often get email from koye.sanni@bmo.com . Learn why this is important

Hi Christopher,

Please find below requirements for draw requests as provided in the LC:

The LC requires that the original LC is submitted for any drawing. In presentation is by fax and for a full and final drawing, the original LC must be returned.

Please note that the LC expires on November 19 2024 and as such, you draw request should be sent to us as soon as possible (preferably on or before Monday, November 11 2024).

Best regards,

Koye Sanni

Service Specialist, Standby Letters of Credit & Guarantees

**BMO Financial Group**

**Global Trade Operations**

250 Yonge Street, 11<sup>th</sup> Floor

Toronto, Ontario

M5B 2L7

[koye.sanni@bmo.com](mailto:koye.sanni@bmo.com)

Please direct all *New Standby & Guarantees application and amendment requests only* to BMOGTO.SBLCGTEENewApplications@bmo.com

**From:** Christopher Drobot <christopher@yorkrealty.ca >  
**Sent:** Thursday, October 31, 2024 4:35 PM  
**To:** Shetty, Niriksh <Niriksh.Shetty@bmo.com >  
**Subject:** RE: BMTO6972211OS Attached Image

Hello Niriksh,

Appreciate the chat earlier this week. The applicant may yet have possession of the original, but has not at any time released it to us (per the obligation within their lease to do so).

I am planning to circulate a draw request, and given our possession of the original notice of non-renewal, is this adequate to satisfy BMO to our rightful claim to the funds available under this L/C?

Thanks,

**Christopher Drobot** *Director, Capital Solutions*

**P** 780.421.4000 Ext. 2010 **D** 825.480.4523 **C** 780.699.3694

10303 Jasper Avenue, Suite 1600

Edmonton , Alberta T5J 3N6

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**From:** Christopher Drobot  
**Sent:** October 28, 2024 4:09 PM  
**To:** Shetty, Niriksh <Niriksh.Shetty@bmo.com >  
**Cc:** Cheema, Sunny <sunny1.cheema@bmo.com >  
**Subject:** RE: BMTO6972211OS Attached Image

Thanks Niriksh, I'll investigate – appreciate the prompt reply!

**Christopher Drobot** *Director, Capital Solutions*

**P** 780.421.4000 Ext. 2010 **D** 825.480.4523 **C** 780.699.3694

10303 Jasper Avenue, Suite 1600

Edmonton , Alberta T5J 3N6

**From:** Shetty, Niriksh <Niriksh.Shetty@bmo.com >  
**Sent:** October 28, 2024 4:05 PM  
**To:** Christopher Drobot <christopher@yorkrealty.ca >  
**Cc:** Cheema, Sunny <sunny1.cheema@bmo.com >  
**Subject:** BMTO6972211OS Attached Image

Hi Christopher,

It was nice talking to you.

As per our telephonic conversation, the LC issued in November 2023 seems to be sent to the applicant.

Please check if the applicant if they hold the original LC in their custody.

Thanks & Regards  
Niriksh Shetty

Sr.Service Representative, Standby Letters of Credit and Guarantees

BMO Financial Group  
Global Trade Operations  
250 Yonge Street, 11<sup>th</sup> Floor  
Toronto, Ontario  
M5B 2L7  
Niriksh.Shetty@bmo.com  
Tel: 416-947-8756

Please direct all *New Standby & Guarantees application and amendment requests only* to [BMOGTO.SBLCGTEENewApplications@bmo.com](mailto:BMOGTO.SBLCGTEENewApplications@bmo.com)

**PLEASE ALWAYS QUOTE OUR LC NUMBER IN THE SUBJECT LINE .**

**From:** Christopher Drobot <christopher@yorkrealty.ca >  
**Sent:** Monday, October 28, 2024 5:42 PM  
**To:** Cheema, Sunny <sunny1.cheema@bmo.com >; Shetty, Niriksh <Niriksh.Shetty@bmo.com >  
**Subject:** RE: Attached Image

Thanks Sunny!

Niriksh, when would be a good time for a call?

Thanks,

P 780.421.4000 Ext. 2010 D 825.480.4523 C 780.699.3694

10303 Jasper Avenue, Suite 1600

Edmonton , Alberta T5J 3N6

**YORK REALTY**

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**From:** Cheema, Sunny < sunny1.cheema@bmo.com >  
**Sent:** October 28, 2024 3:26 PM  
**To:** Shetty, Niriksh < Niriksh.Shetty@bmo.com >  
**Cc:** Christopher Drobot < christopher@yorkrealty.ca >  
**Subject:** FW: Attached Image

Hi Niriksh,

Christopher reached out on the attached notice of non-renewal for the Letter of Credit.

Are you please able to connect with him on this as he has some questions.

Thanks,

**Sunny Cheema**

Associate Director  
Income Property Finance, BMO Commercial Banking

sunny1.cheema@bmo.com  
M 403-200-6472

525 8th Ave SW | 12th Floor | Calgary | AB | T2P 1G1

**From:** Christopher Drobot < christopher@yorkrealty.ca >  
**Sent:** Monday, October 28, 2024 3:21 PM  
**To:** Cheema, Sunny < sunny1.cheema@bmo.com >  
**Subject:** Fw: Attached Image

**External Email:** Use caution with links and attachments. | **Courriel externe :** Faites preuve de prudence en ce qui a trait aux liens et aux pièces jointes.

Hello Sunny,

Do you have Niriksh Shetty's contact details that you can share? Attached is the notice of non-renewal we received.

Thanks,

10303 Jasper Avenue, Suite 1600

Edmonton , Alberta T5J 3N6

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**From:** canon@yorkrealty.ca < canon@yorkrealty.ca >  
**Sent:** Friday, October 18, 2024 10:11:46 AM  
**To:** Christopher Drobot < christopher@yorkrealty.ca >  
**Subject:** Attached Image

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## LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made as of March 10, 2023 (the "**Lease**")

**BETWEEN:**

**SIERRA WINDS BUSINESS PARK INC.**

(hereinafter called the "**Landlord**")  
#1600, 10303 Jasper Avenue NW  
Edmonton, AB T5J 3N6  
Tel: 780.421.4000  
Email: [info@yorkrealty.ca](mailto:info@yorkrealty.ca)

-and-

**SIERRA REALTY (CALGARY) CORPORATION**

(hereinafter called the "**Tenant**")  
Suite 203, 5090 Explorer Drive  
Mississauga, ON L4W 4T9  
Tel: 416.252.2791  
Email: [legal@sierrascs.com](mailto:legal@sierrascs.com)

**IN CONSIDERATION** of the rent and the covenants herein contained to be performed by the Landlord and the Tenant, the parties agree as follows:

**1. LEASE**

The Tenant leases from the Landlord and the Landlord leases to the Tenant the Leased Premises (as defined in Section 2 below), for the Term (as defined in Section 3 below) and upon the covenants, provisions, and conditions of this Lease.

**2. PROPERTY AND LEASED PREMISES**

The Landlord is, or is entitled to become, the registered owner of those lands legally described in Schedule "A" attached hereto (the "**Lands**"). The Landlord is constructing a building (the "**Building**") located on a portion of the Lands in the approximate location shown on Schedule "A" attached hereto (the "**Parcel**"). The Lands, the Building, any future building(s) constructed on the Lands and all other improvements located upon the Lands are collectively referred to herein as the "**Property**".

The Landlord may cause certain solar energy systems to be installed on the Property (the "**Solar Array**"). If a Solar Array is installed on the Property, the Landlord and Tenant will enter into an agreement amending this Lease or a separate solar agreement with respect to the Solar Array.

The "**Leased Premises**" shall mean the Building, comprising 350,311 square feet, more or less (the "**Floor Area of the Leased Premises**"), located on the Parcel.

**3. TERM**

To have and to hold the Leased Premises for a term (the "**Term**") of Twenty (20) years commencing on the latest of: (a) April 1, 2024; (b) the day following Substantial Completion Date for the entire Building (or the date that Substantial Completion would have occurred but for Tenant Delay(s)); and (c) the expiry of the last running Fixturing Period (the "**Commencement Date**") and expiring on the last day of the month that is 20 years after the Commencement Date, and which is estimated to be March 31, 2044 (the "**Expiry Date**"), as may be adjusted pursuant to Schedule "C" or Schedule "D".

**4. BASIC RENT**

The basic rental rates will be determined based on the Basic Rent Calculation set out in Schedule "G" hereto plus the Rent Escalation Amount (if any) set out in Schedule "G".

The Tenant shall pay without any variation, set-off, or deduction whatsoever, payable in advance on the first day of each month during the Term basic rent as follows:

- (a) For the first five years of the Term, the Initial Per Annum Basic Rent calculated pursuant to Schedule "G" plus the Rent Escalation Amount (if any) set out in Schedule "G", payable in equal, consecutive monthly instalments; and
- (b) From and after the Sixth (6<sup>th</sup>) anniversary of the Commencement Date through and until the end of the Term, for each year commencing on an anniversary of the Commencement Date and expiring on the day immediately prior to the next following anniversary of the

Commencement Date, the per annum Basic Rent shall be equal to (i) the per annum Basic Rent (excluding the Rent Escalation Amount) payable for the immediately preceding lease year, plus an increase of 2.00%, and (ii) the Rent Escalation Amount (if any) set out in Schedule "G",

hereinafter (collectively, the "**Basic Rent**"). Once the Initial Per Annum Basic Rent and the Rent Escalation Amount have been calculated, the Landlord and Tenant will both sign an acknowledgment that confirms the Basic Rent payable by the Tenant for each year of the Term.

All amounts herein are rounding excepted and exclusive of GST. For any period of less than one (1) month, the Basic Rent payable for that period shall be calculated on a *per diem* basis at a rate equal to 1/365 of the Basic Rent payable for the year.

## 5. ADDITIONAL RENT

5.1 The Tenant shall pay, without any variation, set-off, or deduction whatsoever, all costs, charges and expenses of or relating to the maintenance, repair, replacement, operation and management of the Leased Premises (excluding, for greater certainty, the structural assets) (collectively, the "**Operating Costs**"), and the Tenant shall pay all such costs directly wherever possible (except with respect to the Landlord's insurance and real property taxes), or reimburse the Landlord, on demand, for any such costs the Landlord is required to pay. Operating Costs include, without duplication, but are not limited to, the following:

- (a) all real property, local improvement and school taxes, rates and charges, charged, levied, or rated by any competent authority in respect of the Leased Premises and the cost of all appeals against increased assessments for the purpose of such taxes, rates, and charges;
- (b) all costs, charges and expenses of owning, maintaining, operating, repairing, replacing, administering, supervising, managing and insuring (including liability and loss of rental insurance and all deductibles payable by the Landlord) the Leased Premises including, without limitation, maintenance, cleaning, operation, and replacement of the wiring, piping, lighting and plumbing fixtures, sprinkler, and heating, ventilating and air conditioning equipment, and the cost of maintenance, repairs or replacements made by the Landlord to the Leased Premises, if any, excluding (i) repairs and replacements to the extent the cost is recovered by the Landlord pursuant to any construction warranties; (ii) replacements of major capital assets, except in accordance with subsection 5(e) below; and (iii) structural repairs;

For the purposes of this Lease:

- (i) "**major capital assets**" shall include the roof membrane, sprinkler, heating, ventilating and air conditioning equipment, evaporators, refrigeration units, fans, variable frequency drives, electrical panel and glycol pumps, and such other capital assets that are determined in accordance with generally acceptable accounting principles or practices as applied by the Landlord;
- (ii) "**structural assets**" shall only include the structural elements of the roof (excluding the roof membrane), perimeter load bearing walls, terminal wall, terminal panels and below roof deck ceiling panels, steel (other than racking), foundations and the structural subfloors of the Building;
- (iii) "**structural repairs**" shall only include repairs and replacements to the structural assets, except those repairs and replacements caused by the Tenant's negligence or wilful misconduct;
- (c) the cost of gas, oil, power, electricity, water, sewer, communications and any other utilities and services which are not separately metered, together with the direct cost of administering such utility services;
- (d) the cost of cleaning, snow removal, litter removal, landscaping, servicing, maintaining, operating, repairing, replacing, supervising and policing the Leased Premises and any common areas of the Property (including the parking areas) and the costs of all supplies, labour, wages and fees relating thereto;
- (e) costs of the following items:
  - (i) replacements of major capital assets that, in the opinion of a professional qualified to opine on any such major capital asset, are reasonably required;
  - (ii) providing, installing, modifying, and upgrading energy conservation equipment and systems, life safety and emergency response systems, materials and procedures and telecommunication systems and equipment that have been approved by the Tenant, acting reasonably;



- (iii) making alterations, replacements or additions to the Building intended to reduce the costs relating to operating the Building, improving the operation of the Building and the systems, facilities and equipment serving the Building, or maintaining their operation that have been approved by the Tenant, acting reasonably;

provided that such costs shall be amortized and not be charged fully in the fiscal year in which they are incurred, where so determined in accordance with generally acceptable accounting principles or practices as applied by the Landlord. Notwithstanding the foregoing sentence, to the extent any costs that would otherwise be amortized pursuant to this paragraph arose or were accelerated by (i) the negligence or willful misconduct of the Tenant or its employees, agents, contractors, assigns, subtenants or invitees (individually and collectively with Tenant a "Tenant Party" or "Tenant Parties"), or (ii) the Tenant's failure to comply with its obligations set out in this Lease, then such capital expenditures need not be amortized and shall be immediately payable by Tenant upon demand in accordance with the provisions contained herein. For certainty, the amortization of the cost of any item amortized pursuant to this subsection 5(e) shall be amortized over the useful term of the item with interest to be calculated annually and paid monthly on the unamortized costs at a rate equal to the Yield as defined in Schedule "G" to this Lease, which will be included in Operating Costs;

- (f) any value-added tax, business transfer tax, goods and services tax or similar multi-stage sales tax from time-to-time imposed by any governmental authority in Canada; and
- (g) a management fee equal to 1% of the Basic Rent payable by the Tenant.

5.2 Operating Costs shall not include the following:

- (a) the Landlord's debt service costs;
- (b) the Landlord's original cost of acquisition and construction of the Building and Leased Premises;
- (c) costs associated with the operations of the Landlord's head office;
- (d) costs of any structural repairs;
- (e) any expenditures by the Landlord that under generally accepted accounting principles are properly considered capital expenditures except in accordance with Section 5.1(e);
- (f) costs incurred as a result of the Landlord's failure to comply with any applicable laws and legal requirements as of the Commencement Date.

5.3 The Tenant shall, during the Term, promptly pay all of the Operating Costs which are provided to and billed, charged, levied or rated directly to the Tenant in respect of the Leased Premises, together with the cost of servicing, maintaining and replacing all equipment and machinery providing such services.

5.4 The Landlord will estimate the monthly Additional Rent payable by the Tenant for the next lease year, and the Tenant shall pay the monthly estimate of the Additional Rent on the first day of each month during the lease year concurrent with the payment of Basic Rent. The Landlord will provide the Tenant a statement of the actual Operating Costs for the previous lease year (the "Statement") within 120 days following the end of each lease year (for clarity, the Landlord has the right to adopt a fiscal lease year other than on a calendar basis). Within Thirty (30) days following delivery of the Statement, the Landlord or Tenant (as the case may be) will make the appropriate adjusting payment as required in the Statement. The Tenant may inspect the records kept by the Landlord relating to the Statement at the Landlord's business office at any reasonable time upon Ten (10) Business Days' prior written notice but only so long as such notice by the Tenant is provided to the Landlord no later than Ninety (90) days following delivery of the Statement to the Tenant. In no event shall such inspection or planned inspection permit the Tenant to delay payment of Rent or Additional Rent or any other amounts owing by the Tenant to the Landlord pursuant to the terms of this Lease.

5.5 The Tenant acknowledges and agrees that it is intended that this Lease shall be a totally carefree, absolutely net Lease for the Landlord except as specifically otherwise set out in this Lease. The Landlord shall not be responsible during the Term or any renewal for any costs of any nature whatsoever respecting the Leased Premises and the Tenant shall pay without any variation, deduction or set-off whatsoever, all costs relating to the Leased Premises, the Operating Costs as set-out above (which are not paid directly by the Tenant), and any other amounts owing by the Tenant to the Landlord pursuant to the terms of this Lease (collectively, the "Additional Rent") and the Tenant covenants with the Landlord to make such payments as Rent. The term "Rent" as used in this Lease shall include all Basic Rent and Additional Rent.

5.6 The Tenant shall pay to the Landlord an amount equal to any and all goods and services taxes, sales taxes, value added taxes, or any other taxes imposed on the Landlord with respect to Rent payable by the Tenant to the Landlord under this Lease. Despite any other section in this Lease, the amount payable by the Tenant under this paragraph shall be deemed not to be Rent but the Landlord shall have all of the same remedies for and rights of recovery of such amounts as it has for recovery of Rent under this Lease. Notwithstanding the above, the Tenant shall not be responsible for any taxes on the income, profits or other taxes that are personal to the Landlord.

## 6. SECURITY DEPOSIT

Within Thirty (30) days following mutual execution of this Lease, the Tenant shall provide the Landlord with a security deposit equal to two monthly installments of Basic Rent based on the Initial Per Annum Basic Rent (the "**Security Deposit**"). Half of the Security Deposit is to be applied to the first months' Basic Rent due under this Lease and the balance held without interest by the Landlord as security for the performance by the Tenant of its obligations under this Lease. The aforesaid sum includes goods and services tax.

The Landlord agrees that the Security Deposit may be paid by way of a letter of credit in the amount of the Security Deposit as estimated at the date of mutual execution of this Lease (the "**Letter of Credit**"), provided that the Letter of Credit satisfies the below terms and conditions and is replaced with a cash deposit in the amount equal to the Security Deposit prior to the Commencement Date:

- (a) The Letter of Credit shall be an unconditional standby letter of credit issued by a Schedule 1 Canadian bank, irrevocable, transferable by the Landlord, allow for partial and multiple draw(s) by facsimile or overnight delivery in lieu of personal presentation and be, in form and substance, satisfactory to the Landlord, in its sole discretion;
- (b) The Letter of Credit shall have a minimum initial term of one (1) year, provide for automatic renewal not less than thirty (30) days prior to the expiration thereof and provide for written notice from the issuer to the Landlord no less than thirty (30) days prior to termination (and upon receipt of any such notice, the Landlord will have the right to draw upon the Letter of Credit for the full amount, which amount shall be held as the Security Deposit in accordance with this Lease);
- (c) In the event of a Default pursuant to subsections 10(c) or (d) of this Lease, the Landlord shall be at liberty to immediately and without notice to the Tenant present the Letter of Credit to the issuer and draw the entire amount of the Letter of Credit and retain the Security Deposit for its own use absolutely.

The Landlord, in its discretion, may draw upon the Letter of Credit and apply any portion or all of the Security Deposit prior to or during the Term, or any renewal thereof, on account of any sums outstanding or owing by the Tenant under the Lease, including, without limitation, Basic Rent or Additional Rent or such sums resulting from the Tenant's breach or breaches of this Lease. The Tenant, on demand, will provide the Landlord with an additional or replacement Letter of Credit or pay such further money to the Landlord so that the Landlord is always holding, as a security deposit, an amount equal to 50% of the Security Deposit. The balance of the Security Deposit shall be returned to the Tenant within Thirty (30) days following the expiry of this Lease, provided that the Tenant: (i) vacates the Leased Premises in good and substantial repair and condition, reasonable wear and tear excepted, by no later than the Expiry Date of this Lease; (ii) leaves the Leased Premises in accordance with the Tenant's obligations under the terms of this Lease; and (iii) has paid all amounts due to the Landlord under this Lease.

## 7. PERMITTED USE

The Leased Premises shall be used and occupied only for the purpose of a full-service variable temperature controlled cold storage operation including cold storage, distribution, processing and packaging and ancillary dry storage and warehousing and for no other purpose whatsoever (the "**Permitted Use**"). The Tenant shall actively and continuously operate its business from and utilize the whole of the Leased Premises throughout the whole of the Term for such purpose in a reputable and diligent manner during the normal business hours and in accordance with rules and regulations designated or established by the Landlord from time-to-time. Without limiting the generality of the foregoing, the Tenant shall not (and shall not permit any Tenant Party) to overload the floors of the Leased Premises.

## 8. OVERHOLDING

If the Tenant shall continue to occupy the Leased Premises after expiration of the Term, or any renewal thereof, without any further written agreement, the Tenant shall be a monthly tenant only at a monthly Rent equal to One Hundred Twenty-Five percent (125%) of the Rent payable in the last month of the Term and on all of the same terms and conditions as are herein contained excepting as to the Expiry Date.

**9. INTEREST AND LATE PAYMENT FEES**

The Tenant shall pay to the Landlord interest on all monies and arrears at the rate of Six (6%) per cent per annum in excess of the prime rate of interest from time to time charged by the Canadian Imperial Bank of Commerce, Main Branch, Edmonton, Alberta, calculated and compounded monthly not in advance. For any Rent that is in arrears Five (5) Business Days or more, a fee of \$1,000.00 may be charged to the Tenant as Additional Rent for each month or months that the Rent is in arrears.

**10. DEFAULT AND REMEDIES**

In the event that:

- (a) the Tenant fails to pay any Rent or any other amount owing under this Lease (including, without limitation, the Rent payable during the Early Occupancy Period), whether or not demanded by the Landlord within Five (5) days of written notice from the Landlord in respect thereof (provided that if the Landlord has given notice hereunder in Two (2) consecutive months or on Four (4) separate occasions in any Twenty-Four (24) consecutive months, the Landlord shall thereafter have no further obligation to give notice hereunder and an event of Default shall be deemed to occur on the date the Tenant thereafter fails to pay Rent or any other payment or reimbursement when due date as provided for in the Lease within such Twenty-Four (24) month period); or
- (b) the Tenant defaults or fails to observe or perform any of its non-financial obligations under this Lease and the Tenant fails to rectify such Default within Fifteen (15) Business Days of receipt of written notice from the Landlord with respect thereto (unless such failure is not reasonably capable of being rectified within such Fifteen (15) Business Day period, in which case the Tenant shall be in Default if it fails to commence rectifying the Default within such Fifteen (15) Business Day period or fails to thereafter diligently pursue rectification to completion); or
- (c) the Tenant makes a general assignment for the benefit of creditors, becomes bankrupt or insolvent, or takes the benefit of or becomes subject to any statute that may be in force relating to bankrupt or insolvent debtors; or
- (d) any creditor seizes or takes control of the Tenant's property; or
- (e) the Tenant abandons or threatens to abandon the Leased Premises;

with subsections (a) through (e) above constituting an event of default (a "**Default**"), the Landlord, immediately and without prior notice being required, and without in any way restricting any of its other rights or remedies:

- (i) in the event of a Default pursuant to subsections (a), (b) or (e), may claim the Tenant's Security Deposit to be applied to remedy any potential damages associated with the Default and may invoice the Tenant to top-up the Security Deposit to the appropriate sum according to the Lease;
- (ii) in the event of a Default pursuant to subsections (c) or (d), may retain the Security Deposit and advance rent (if any) for its own use absolutely;
- (iii) will be entitled to post notice to the door of the Leased Premises, change the locks, re-enter the Leased Premises and/or terminate this Lease and re-enter into possession of the Leased Premises;
- (iv) will be entitled to do whatever the Tenant is obligated to do under this Lease and enter the Leased Premises, without being liable for prosecution or any claim for damages therefor, to accomplish such purpose. The Tenant shall reimburse the Landlord immediately upon demand for any expenses which the Landlord incurs in thus effecting compliance with this Lease on the Tenant's behalf, together with an administration fee of Fifteen percent (15%); and
- (v) may claim greater damages for breach of this Lease, in each of such cases without limiting any other rights or remedies available to the Landlord.

In addition to payment of the then current Rent, and without prejudice to the Landlord's right to claim greater damages, the Rent for the next ensuing Three (3) months shall immediately become due and payable and be deemed to be in arrears upon such Default, general assignment, bankruptcy, insolvency or other event of Default.

All costs incurred by the Landlord in consequence of any Default by the Tenant including, without limitation, legal fees and disbursements on a solicitor and client full indemnity basis, shall be paid by the Tenant.

The Tenant waives all and every benefit that could or might have accrued to the Tenant under or by virtue of any law or statute providing for an exemption from distress. The Landlord may, at the Landlord's option, sell such goods and chattels as are seized by levy of distress, by way of private sale to the Landlord or any other party, provided that such right shall not extend to property that is owned by third parties that is in the care, custody or control of Tenant or in the Leased Premises ("**Third Party Property**").

Distress may be levied against the goods and chattels of the Tenant (which for certainty excludes Third Party Property) wheresoever situate, and upon any other premises to which the same may have been removed, or wherever the same may be found. Notwithstanding the foregoing sentence, nothing in this Lease shall prohibit the Tenant from signing security agreements in favour of its lender, from time to time, financing the Tenant's equipment or inventory in connection with a financing of the Tenant's business operations. The Landlord agrees that any lien it may have on the Tenant's trade fixtures, inventory, furnishings and equipment (which specifically excludes, *inter alia*, the racking, the Security Deposit, or any Landlord's Work) located in the Leased Premises shall be subordinated to institutional financing entered into by the Tenant, from time to time. The Landlord will execute reasonable documentation to confirm such subordination, provided that any such subordination confirms that the lender shall disclaim any interest in the racking, the Security Deposit and the Landlord's Work.

All rights and remedies of the Landlord in connection with the Lease are cumulative and, where applicable, shall survive the early termination of this Lease or the expiration of the Term of this Lease.

All monies payable under this Lease shall be deemed to be Rent and collectible as such.

#### 11. **LANDLORD'S INSURANCE**

The Landlord covenants and agrees to place and maintain, with respect to the Leased Premises:

- (a) Replacement Cost Insurance on the Building and Leasehold Improvements comprising the Leased Premises, subject to such deductions and exceptions as the Landlord may determine;
- (b) Rent Interruption Insurance in amounts such as would be carried by a prudent owner of similar property;
- (c) Commercial General Liability Insurance written on a comprehensive basis in an amount as would be carried by a prudent owner of similar property; and
- (d) Any and all other insurance required by the Landlord that a prudent owner of similar property would carry, including Boiler and Machinery Insurance (if applicable).

Notwithstanding the foregoing, the Landlord shall not be required to acquire or maintain any insurance with respect to any loss, injury, or damage against which the Tenant is required to insure pursuant to this Lease.

Notwithstanding any contribution by the Tenant to the Landlord's insurance placed pursuant to this Lease, no insurable interest is conferred upon the Tenant under any policies carried by the Landlord.

For clarity, the Landlord shall not be obligated to insure: (i) any alterations or improvements constructed and/or installed by the Tenant, (ii) trade fixtures, machinery, equipment, furniture, goods, supplies, inventory and other property of the Tenant, or (iii) Third Party Property.

#### 12. **TENANT INSURANCE**

During the Term of this Lease, the Tenant shall acquire and maintain Commercial General Liability Insurance for not less than \$5,000,000.00; All Risk Property Insurance, on a replacement cost basis on all of the Tenant's trade fixtures and FFE (as defined in Section 14(d)); Business Interruption Insurance; Tenant's Legal Liability Insurance (Broad Form); Boiler and Machinery Insurance (if applicable); Environmental Damage Insurance.

The Tenant's policies of insurance set-out above shall contain the following:

- (a) provisions that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in the avoidance of claim under such policies, and further that such policies shall not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of any insured(s);
- (b) provisions that such policies and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by the Landlord, that any coverage carried

by the Landlord may only be called upon on a difference in conditions or excess coverage basis, and that any such Landlord coverage shall inure to the sole benefit of the Landlord;

- (c) provisions that all of the Tenant's insurance as specified above shall provide for waiver of all insurer's rights of subrogation as against the Landlord and the Landlord's mortgagee and shall name the Landlord and the Landlord's mortgagee as an additional insured;
- (d) provisions that all policies of insurance carried by the Tenant shall not be cancelled or materially changed without the insurer or the Tenant providing the Landlord Thirty (30) days written notice stating when such cancellation shall become effective.

The Tenant shall further during the whole of the Term, and any renewal thereof, maintain such other insurance in such amounts and in such sums as a Tenant acting reasonably shall purchase, or as the Landlord or the Landlord's mortgagees may reasonably determine from time-to-time. Evidence satisfactory to the Landlord of all such policies of insurance required to be obtained by the Tenant pursuant to this section shall be provided to the Landlord prior to the commencement of the Term, and the Tenant shall provide written evidence of the continuation of such policies not less than Ten (10) Business Days prior to their respective expiration dates, and, in the absence of said satisfactory evidence of such coverage being provided, the Landlord may, but will not be obligated to, provide for the purchase of such insurance, the cost of which will be borne exclusively by the Tenant.

For certainty, in the event of any damage to the Building, or any part thereof, caused by the negligence or wilful act of the Tenant or anyone for whom the Tenant is at law responsible, the Tenant's legal liability insurance will be required to cover all costs relating to such damage. In the event that any such damage exceeds the value of the Tenant's legal liability insurance coverage and the Landlord's insurance is required to cover the balance, the Tenant will be responsible for paying the Landlord's insurance deductible(s) relating to such damage and any increase in the Landlord's insurance premiums relating to such damage.

### **13. INDEMNIFICATION AND RELEASE**

- (a) The Tenant hereby indemnifies and holds the Landlord harmless from and against any and all claims, demands, liabilities, and expenses, including legal fees on a solicitor and client full indemnity basis, arising from the Tenant's use of the Leased Premises or from any act permitted, or any omission to act, in or about the Leased Premises by the Tenant or the Tenant's agents, employees, contractors, invitees or those for whom it is responsible in law, or from any breach or Default by the Tenant of this Lease, except to the extent caused by the Landlord's negligence or wilful misconduct. In the event that any action or proceeding shall be brought against the Landlord by reason of any such claim, the Tenant shall defend the same at the Tenant's sole expense by counsel reasonably satisfactory to the Landlord.
- (b) The Landlord hereby indemnifies and holds the Tenant harmless from and against any and all claims, demands, liabilities, and expenses, including legal fees on a solicitor and client full indemnity basis, arising from the Landlord's use of the Building or from any act permitted, or any omission to act, in or about the Building by the Landlord or the Landlord's agents, employees, contractors, invitees or those for whom it is responsible in law, or from any breach by the Landlord of this Lease, except to the extent caused by the Tenant's negligence or wilful misconduct. In the event that any action or proceeding shall be brought against the Tenant by reason of any such claim, the Landlord shall defend the same at the Landlord's sole expense by counsel reasonably satisfactory to the Tenant.
- (c) The Landlord and the Tenant each agree to release the other for any indirect or consequential damages it may suffer, including, but not limited to, loss of profit.

### **14. MAINTENANCE, REPAIR, ALTERATIONS, AND RESTORATION**

- (a) The Tenant will keep the Leased Premises (which will include, but are not limited to, all fixtures, equipment, furnishings, improvements, windows and exterior entrances) in good and substantial repair, order and in a first-class condition, and will at all times complete all necessary replacements, repairs, and maintenance in relation to all items that are included as Tenant Obligations in Schedule "C-1". The Tenant will immediately notify the Landlord of (i) any damage to, or defect in, the, fixtures, building systems/utilities serving the Leased Premises, or (ii) any damage to the Leased Premises (including, but not limited to, the structural elements and roof of the Building), or (iii) any outstanding item listed as a Landlord Obligation on Schedule "C-1". The Tenant will be responsible for all costs and expenses to repair damage caused or repairs necessitated to any part of the Property by the Tenant or a Tenant Party, reasonable wear and tear excepted.
- (b) The Landlord will perform the maintenance and repair obligations that are listed as Landlord Obligations on Schedule "C-1". The Tenant will permit the Landlord and its agents or employees at any time, and on reasonable notice, to enter the Leased Premises for purposes

of repair, renovation or maintenance, which are the responsibility of the Landlord or can be completed by the Landlord, at its option, pursuant to the terms of this Lease.

- (c) If the Landlord determines, acting reasonably, that the Tenant is not adequately maintaining the Leased Premises in accordance with the provision set-out above or anywhere else in this Lease, then the Landlord may give the Tenant written notice of its intention to attend to such maintenance or repairs as necessary, and upon completion of such maintenance or repairs, the Tenant shall pay the Landlord's cost incurred plus Fifteen percent (15%) of the Landlord's costs for overhead and supervision, all as Additional Rent.
- (d) All Landlord's Work and leasehold improvements when installed, whether installed before or after the Tenant takes possession of the Leased Premises, in or on the Leased Premises become the property of the Landlord, without compensation to the Tenant. Notwithstanding the foregoing, and notwithstanding that the Landlord insures the leasehold improvements referenced in Section 11, with the exception of any items specifically listed as Landlord Obligations in Schedule "C-1", the Tenant shall be exclusively responsible for the repair, replacement, operation, and maintenance of the leasehold improvements.
- (e) Unless the Landlord specifically requires the Tenant to remove, the Tenant shall not remove any leasehold improvements from the Leased Premises. At the end of the Term, or any renewal thereof, the Tenant will, at its expense, remove the leasehold improvements that the Landlord has specifically required the Tenant to remove. The Tenant shall make good any damage caused to the Leased Premises by such installation or removal of the leasehold improvements, and the Tenant shall restore the Leased Premises to a condition of good and substantial repair. At the end of the Term, or any renewal thereof, the Tenant will, at its expense, remove all furniture, furnishings, non-attached equipment (the "FFE"), and trade fixtures and make good any damage caused to the Leased Premises by such installation or removal, and restore the Leased Premises to a condition of good and substantial repair, reasonable wear and tear accepted. If the Tenant does not remove any leasehold improvements, as required by the Landlord, or remove its FFE, the Landlord may, without liability on its part, without notice to the Tenant, enter the Leased Premises and remove such items at the Tenant's expense, plus an administration charge of Fifteen percent (15%) of such amount, to be paid as Additional Rent. For certainty, the Tenant shall not remove, or be responsible for the removal of, the racking, refrigeration at the end of the Term, or any renewal thereof.
- (f) At its sole cost, the Tenant shall undertake and complete all necessary repairs or replacements required to the Leased Premises as a result of damage occasioned to the Leased Premises by virtue of any break-in or attempted break-in to the Leased Premises.
- (g) The Tenant will not make any renovations, alterations, replacements or improvements to any part of the Leased Premises without first obtaining the Landlord's prior written approval.

#### 15. **SIGNAGE**

The Tenant shall not erect, affix, install or maintain any signs, lettering, identification or any promotional or other written materials on the exterior of the Leased Premises, or within the Leased Premises if visible from the exterior of the Leased Premises (the "**Signage**"), without the prior written approval of the Landlord, such approval not to be unreasonably withheld, and such Signage must comply with building standards and with all municipal requirements. The Tenant shall be solely responsible for maintaining and repairing the Signage and for making good any such damage caused by the removal of the Signage at the expiry or earlier termination of this Lease.

#### 16. **REGISTRATION AND ESTOPPEL CERTIFICATE**

- (a) The Tenant shall have the right to register a caveat respecting this Lease but not disclosing the Rent or other monetary provisions in the appropriate Land Titles Office but shall not be entitled to file or register this Lease. Prior to registration of the Caveat, the Tenant shall provide the Landlord with a copy of the caveat being submitted for registration and following registration, the Tenant shall forthwith upon the request of the Landlord execute and deliver to the Landlord such partial discharges, postponements and consents to plans as may be requested by the Landlord from time-to-time.
- (b) If requested by the Landlord, the Tenant will sign, within Five (5) Business Days of a request to do so by the Landlord an estoppel certificate (the "**Tenant's Estoppel Certificate**") in the form, or similar form, as set forth in Schedule "B" as may be amended to reflect the then current status of this Lease.
- (c) The Tenant shall not under any circumstances permit any lien, writ, caveat, encumbrance or other charge (except for a lease caveat as set-out in Section 16(a) above) to be filed against the title to the Leased Premises or the Lands and in the event of the filing of such lien, writ, caveat, encumbrance or other charge, the Tenant shall forthwith, at the Tenant's sole cost

and expense, cause the same to be discharged from the title at the land titles office immediately upon demand to do so by the Landlord.

**17. ALTERATIONS TO LEASED PREMISES**

Save for the Landlord's Work (defined and described in Schedule "D" herein), the Tenant acknowledges that the Leased Premises are accepted "as-is, where-is" and all improvements are the responsibility of the Tenant.

**18. SUBORDINATION**

This Lease (and any caveat which Tenant may file pursuant to Section 16(a) hereof relating thereto) shall be subordinate to every mortgage that now or at any time affects the Leased Premises. Prior to the Commencement Date (and thereafter, following a request from the Tenant), the Landlord will use reasonable commercial efforts to provide from the Landlord's mortgagee(s) registered in priority to any Tenant caveat non-disturbance agreement(s) (in the standard form required by the mortgagee(s)) in favour of the Tenant confirming that the Tenant's rights pursuant to this Lease will be honoured, providing the Tenant is not in Default under the terms of this Lease. The Tenant shall be responsible for any legal fees and disbursements incurred by Landlord, respecting such non-disturbance agreement(s).

**19. ASSIGNMENT**

Neither this Lease, nor the Leased Premises, nor control or shares of the Tenant (if a corporation) shall be assigned, transferred, sublet or changed, nor shall anyone other than the Tenant be permitted to occupy the Leased Premises, in whole or in part, by any means whatsoever including, without limitation, operation of law (each of which act is hereinafter referred to as a "**Transfer**"), without the Landlord's prior written consent/approval, such consent/approval not to be unreasonably withheld.

Notwithstanding the foregoing, the Tenant will not require the Landlord's consent to a Transfer in the following circumstances:

- (a) an assignment of this Lease or a subletting of the whole of the Leased Premises to a parent, subsidiary, or affiliate of the Tenant; or
- (b) an assignment, sublet or transfer in connection with a merger, reorganization, or sale of a majority of the assets or share stock of Tenant or Tenant's parent company

(hereinafter, collectively a "**Pre-Approved Transfer**").

Prior to affecting any Pre-Approved Transfer, the Tenant shall provide the Landlord with at least Fourteen (14) Business Days prior written notice of the proposed Pre-Approved Transfer as well as the name of the name of the transferee.

In the event of an approved Transfer or Pre-Approved Transfer by which the Tenant receives a rent in the form of cash, goods or services from the transferee, which is greater than the Rent payable hereunder to the Landlord, the Tenant will pay any such excess to the Landlord in addition to all Rent payable under this Lease, and such excess Rent shall be deemed to be further Rent payable hereunder.

In the event of an approved Transfer or Pre-Approved Transfer, the Tenant shall not be relieved of any obligation under this Lease. Any attempted Transfer by the Tenant in violation of the terms and covenants of this section shall be void. The Tenant and the transferee shall execute all documents and acknowledgments in such form and content as may be required by the Landlord in relation to any approved Transfer or Pre-Approved Transfer. The Tenant shall be responsible for all of the expenses incurred by the Landlord in connection with the Landlord's review of any request for consent to a Transfer.

**20. UNAVOIDABLE DELAY**

In the event the Landlord or Tenant is bona fide delayed in performance of its obligations hereunder (other than the payment of any sum of money when due) by reason of causes beyond its control (the "**Unavoidable Delay**"), the time for performance shall be extended accordingly. If the Landlord has any obligation to complete Tenant improvements, it shall not be responsible for any delay in construction due to Unavoidable Delay. Unavoidable Delay will not entitle either the Landlord or Tenant to any compensation for any inconvenience, nuisance or discomfort thereby occasioned or permit either of them to cancel or terminate this Lease (unless a separate right of termination is otherwise expressly set forth elsewhere in this Lease), nor shall the Tenant be entitled to any abatement of Rent (unless a separate right of abatement is otherwise expressly set forth elsewhere in this Lease).

**21. ENVIRONMENTAL WARRANTY**

For the purposes of this Section, the following terms shall have the following meanings:

- (a) **"Environmental Laws"** means all applicable federal, provincial, municipal and local laws, statutes, ordinances, by-laws and regulations and all orders, directives and decisions rendered by, and policies, guidelines and similar guidance of, any ministry, department or administrative or regulatory agency, authority, tribunal or court (in each case having the force of law), including any obligations or requirements arising under common law, relating to the protection of the environment, human health and safety or the manufacture, processing, distribution, use, treatment, storage, presence, disposal, packaging, labeling, recycling, transport, handling, containment, clean-up or other remediation or corrective action of or in respect of any hazardous substances.
- (b) **"Pollutants"** means any explosives, radioactive materials, asbestos materials, urea formaldehyde insulation, chlorobiphenyls (PCB's), hydrocarbon contaminants, underground or above ground tanks, pollutants, contaminants, dangerous goods, hazardous, corrosive or toxic substances, special waste or waste of any kind, or any other substance the sale, storage, manufacture, disposal, handling, treatment, generation, use, transport, remediation or release into or presence in the environment is now or hereafter prohibited, controlled or regulated under any Environmental Laws.

The Tenant is liable to the Landlord for the release of any Pollutants which were caused by the Tenant or anyone for whom the Tenant is at law responsible either prior to, on, or following the commencement of the Term which occurs on the Leased Premises and or the Property, and which might impair the quality of air, land or water, affect human health, or damage any plant, animal life, land, building or structure or which is otherwise in contravention of any Environmental Law. The Tenant covenants and agrees to ensure that all uses and activities on the Leased Premises are in compliance with all current and all future federal, provincial, and municipal laws and regulations (including, without limitation, all Environmental Laws), and/or any permits or authorizations granted thereunder. Without limiting the generality of the foregoing, the Tenant shall ensure compliance with all Environmental Laws. Any breaches of any Environmental Laws, past, present, or future, and any breaches of the Tenant's covenants herein, shall be resolved expeditiously by the Tenant to the Landlord's satisfaction. If the Tenant fails to resolve such breaches to the Landlord's satisfaction, the Landlord may rectify such breaches in its sole option. All expenses incurred by the Landlord, including legal expenses on a solicitor and client full indemnity basis and the costs of environmental tests, audits, reviews, remediation, and an administration fee in the amount of Fifteen percent (15%) of the aggregate of all such costs, shall be paid by the Tenant forthwith on demand and shall be collectible by the Landlord from the Tenant as Additional Rent. Except in the event of an emergency, either real or perceived, it is understood and agreed that upon the provision of reasonable, prior written notice to the Tenant, the Landlord and/or its agent(s), including consultants, have the ongoing right to enter upon the Leased Premises, from time-to-time, so that it may carry out such environmental tests, audits and reviews as the Landlord considers necessary.

The Tenant shall promptly notify the Landlord in writing of any release of any Pollutants or any other occurrence or condition at the Leased Premises which could contaminate the Leased Premises, adjacent properties, waterways or roads or subject the Landlord or the Tenant to any fines, penalties, orders, investigations, or proceedings under any Environmental Laws.

On the expiry or earlier termination of this Lease or at any time if required by any governmental authority pursuant to any Environmental Laws, the Tenant shall remove from the Leased Premises all Pollutants released by the Tenant or any person for whom the Tenant is responsible for at law before or after the commencement of the Term, and the Tenant shall remediate any contamination of the Leased Premises or any adjacent properties, waterways or roads resulting from Pollutants, in either case, brought onto, used or released from the Leased Premises by the Tenant or any person for whom it is in law responsible before the commencement of the Term or during the Term of this Lease. The Tenant shall use a qualified environmental consultant to perform the remediation. The Tenant shall, at its own cost, obtain such approvals and certificates in respect of the remediation as are required under all Environmental Laws to evidence completion of the remediation satisfactory to the applicable governmental authority having jurisdiction. All such Pollutants shall remain the property of the Tenant, notwithstanding any rule of law or other provision of this Lease to the contrary and notwithstanding the degree of their affixation to the Leased Premises.

The Tenant shall indemnify the Landlord and its directors, officers, shareholders, employees, agents, successors and assigns, from any and all liabilities, actions, damages, claims, remediation, cost recovery claims, losses, costs, orders, fines, penalties and expenses whatsoever (including all consulting and legal costs on a solicitor and client full indemnity basis and the cost of remediation of the Leased Premises and any adjacent properties, waterways and roads) arising from or in connection with any breach or non-compliance by the Tenant with the provisions in this Section 21.



The obligation of the Tenant to undertake clean-ups, to make repairs, obtain approvals and certificates, indemnify the Landlord or otherwise comply with the obligations under this Section 21 shall survive the expiry or earlier termination of this Lease.

## 22. NOTICE

All notices which may be given under the provisions of this Agreement will be in writing (a "Notice"), given pursuant to the Lease must be delivered by hand or email to the Landlord at the address set-out on page 1 of the Lease, and to the Tenant at the Leased Premises or the address set-out on page 1 of the Lease, or to such other address or email as the parties may direct in writing. Notice will be deemed to have been received immediately when hand delivered or transmitted via email, or if mailed, upon the Fifth (5<sup>th</sup>) Business Day following the date the Notice is mailed. For the purposes of this Lease, a "Business Day" shall mean any day other than a Saturday, Sunday or provincial statutory holiday in the Province of Alberta.

## 23. DESTRUCTION

(a) If all or any material part of the Leased Premises is rendered untenable or completely inaccessible by damage from fire or other casualty to the Building, then:

i. if in the reasonable opinion of the Landlord, after completion of an investigation by the Landlord's insurance adjuster or fire inspectors, as the case may be, the damage affects the useability of less than 50% of the Floor Area of the Leased Premises,

1. if such damage occurs at any time prior to the last two years of the Term (or an Extension Term, as the case may be), (a) the Landlord shall forthwith repair such damage and restore the Base Building Improvements and Leasehold Improvements to a condition similar to the condition of the Leased Premises were in immediately prior to the date of destruction (provided, however, that the Landlord shall only be required to restore items that were part of Landlord's Work and the Landlord shall not be required to restore or replace any improvements, alterations or betterments within the Leased Premises installed by the Tenant, or any furniture, equipment, trade fixtures or personal property of Tenant or any Third Party Property) and (b) the Tenant shall be responsible to repair and restore all the any improvements, alterations or betterments within the Leased Premises installed by the Tenant to the condition they existed at the time of such destruction and to repair and restore all of the Tenant's trade fixtures, FFE, decorations or any other work done by the Tenant in the Leased Premises;

2. if such damage occurs at during the last two years of the Term (or an Extension Term, as the case may be), and cannot be substantially repaired within 180 days from the later of the date of completion of such investigation and release of possession of the entire Leased Premises by any fire inspectors or insurance adjustors (employing normal construction methods without overtime or other premium), then:

a. the Landlord may elect to terminate this Lease as of the date of such casualty by Notice delivered to the Tenant not more than Twenty (20) Business Days after such casualty; and

b. the Tenant may elect to terminate this Lease as of the date of such casualty by Notice delivered to Landlord not more than Twenty (20) Business Days after such casualty,

failing which the Landlord and Tenant shall forthwith repair such damage in accordance with Section 23(a)(i)(1);

ii. if in the reasonable opinion of the Landlord, after completion of an investigation by the Landlord's insurance adjuster or fire inspectors, as the case may be, the damage affects the useability of 50% or more of the Floor Area of the Leased Premises,

1. if such damage can be substantially repaired within 365 days from the later of the date of completion of such investigation and release of possession of the entire Leased Premises by any fire inspectors or insurance adjustors (employing normal construction methods without overtime or other premium), (a) the Landlord shall forthwith repair such damage and restore the Base Building Improvements and Leasehold Improvements to a condition similar to the condition of the Leased Premises were in

immediately prior to the date of destruction (provided, however, that the Landlord shall only be required to restore items that were part of Landlord's Work and the Landlord shall not be required to restore or replace any improvements, alterations or betterments within the Leased Premises installed by the Tenant, or any furniture, equipment, trade fixtures or personal property of Tenant or any Third Party Property) and (b) the Tenant shall be responsible to repair and restore all the any improvements, alterations or betterments within the Leased Premises installed by the Tenant to the condition they existed at the time of such destruction and to repair and restore all of the Tenant's trade fixtures, FFE, decorations or any other work done by the Tenant in the Leased Premises

2. if such damage cannot be substantially repaired within 365 days from the later of the date of completion of such investigation and release of possession of the entire Leased Premises by any fire inspectors or insurance adjustors (employing normal construction methods without overtime or other premium), then:
  - a. the Landlord may elect to terminate this Lease as of the date of such casualty by Notice delivered to the Tenant not more than Twenty (20) Business Days after such casualty; and
  - b. the Tenant may elect to terminate this Lease as of the date of such casualty by Notice delivered to Landlord not more than Twenty (20) Business Days after such casualty,

failing all or either of which, the Landlord and Tenant shall forthwith repair such damage in accordance with Section 23(a)(ii)(1).

- (b) If the Landlord is required to repair damage to the Leased Premises under Section 23 the Basic Rent payable by the Tenant shall be proportionately reduced to the extent that the Leased Premises are rendered untenable or inaccessible, from the date of the casualty until Thirty (30) days after completion by the Landlord of the repairs to the Leased Premises or until the Tenant again uses the Leased Premises (or the part thereof rendered untenable), whichever first occurs. The Tenant shall effect its own repairs as soon as possible after completion of the Landlord's repairs. Notwithstanding the foregoing, there shall be no abatement or reduction of Basic Rent where the Landlord's repairs to the Leased Premises take less than Ten (10) days to complete after the damage occurs.
- (c) Notwithstanding anything else contained in this Lease, if (i) the proceeds of insurance are substantially insufficient to pay for the costs of repair or rebuilding or are not payable to or received by the Landlord; (ii) damage or destruction is caused by an occurrence against which the Landlord is not insured or beyond the extent to which the Landlord is required to insure under this Lease; or (iii) any Mortgagee(s) or other Person entitled to the insurance proceeds shall not consent to the repair and rebuilding, then the Landlord may terminate this Lease by giving to the Tenant Notice of such termination within Sixty (60) days of the damage or destruction, in which event the Term shall cease and be at an end as of the date of such damage or destruction and the Rent and all other payments for which the Tenant is liable under the terms of this Lease shall be apportioned and paid in full to the date of termination. In the event the Lease is terminated pursuant to this Section 23(c) prior to the 18<sup>th</sup> anniversary of the Commencement Date, the Tenant shall be entitled to remove any Tenant racking provided that it shall make good any damage caused by such removal.
- (d) In the event of damage to the Leased Premises and if this Lease is not terminated in accordance with Section 23(a) or (c), the Landlord shall forthwith repair any damage to the Building, but only to the extent of the Landlord's obligations under this Lease and exclusive of any tenant's responsibilities with respect to such repair. In repairing or rebuilding the Building or the Leased Premises the Landlord may use drawings, designs, plans and specifications other than those used in the original construction and may alter or relocate the Building, the common areas and facilities (if any) or any part thereof, and may alter or relocate the Leased Premises, provided that the Landlord acts reasonably and collaborates with the Tenant in such repairs, the Building as repaired or rebuilt is of a similar standard and the Leased Premises as altered or relocated shall be of approximately the same size as the original Leased Premises.

The Tenant agrees that in the event of damage or destruction to the Leased Premises or any part thereof covered by insurance carried by the Tenant, the Tenant shall use the proceeds of any such insurance for the purpose of repairing or restoring such damage or destruction, including the leasehold improvements. Provided however, in the event of damage to or destruction of the Leased Premises or the Building entitling the Landlord and/or the Tenant to terminate this Lease as set-out above, then, if the Leased Premises or any part thereof have been damaged or destroyed, the Tenant

shall pay to the Landlord, or irrevocably assign to the Landlord, all of the Tenant's insurance proceeds relating to any leasehold improvements in the Leased Premises and if the Leased Premises have not been damaged or destroyed, the terms of Section 14 shall apply in relation to the delivery or removal of the leasehold improvements, in the Landlord's discretion.

**24. REPRESENTATIONS**

There are no representations or warranties made by the Landlord in any way related to this Lease, except those set-forth herein.

**25. GOVERNING LAWS**

This Lease and any rules and regulations adopted hereunder shall be governed by the laws of the Province of Alberta.

**26. ATTACHMENTS**

The attached Schedules, special clauses, riders, and appendices (if any) are all included and form part of this Lease. All of the terms and provisions contained in Schedules shall be read in conjunction with the provisions of this Lease; however in the event of any conflict between the terms of this Lease and anything set-out in Schedules "C", "C-1", "D" and/or "G", the terms and conditions in Schedules "C", "C-1", "D", or "G", as the case may be, shall prevail and supersede such conflicting provisions in this Lease only to the extent of such conflict.

**27. CONFIDENTIALITY**

The Tenant shall not disclose to any person, firm, partnership, corporation or other legal entity, including any combination of them, the financial or any other terms of this Lease, except to its professional advisers, consultants and auditors, if any, and except as required by law.

**28. QUIET ENJOYMENT**

Provided the Tenant duly, regularly, and punctually makes all payments of Rent and any other payments required to be made and paid under this Lease and has not defaulted and is not in Default under any of the terms of this Lease, the Tenant shall and may peaceably possess and enjoy the Leased Premises for the Term without any interruption or disturbance from the Landlord.

**29. SALE BY LANDLORD**

Subject to the terms and conditions of the Right of First Offer contained in Schedule "C", should the Landlord convey or assign its interest in the Leased Premises or otherwise divest itself of its interest in the Leased Premises provided that the transferee or assignee covenants to assume all of the obligations of the Landlord hereunder, the Landlord shall be relieved of all obligations under this Lease.

**30. TIME OF THE ESSENCE**

Time shall be of the essence of this Lease, save as herein otherwise specified.

**31. EXECUTION**

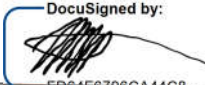
This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original or electronic form and the parties adopt any signatures received electronically as original signatures of the parties.

*[Signatures on next page]*

IN WITNESS WHEREOF, the Landlord and the Tenant have duly executed this Lease Agreement as of the date first written above by the hands of their duly authorized officers.

**SIERRA WINDS BUSINESS PARK INC.**  
(Landlord)

DocuSigned by:



Per: \_\_\_\_\_  
Name: Matthew Woolsey Director  
Title: \_\_\_\_\_  
I have authority to bind the corporation

**SIERRA REALTY (CALGARY) CORPORATION**  
(Tenant)



Per: \_\_\_\_\_  
Name: Rob Vanden Broek  
Title: President  
I have authority to bind the corporation

**SCHEDULE "A"**

**LEGAL DESCRIPTION OF LANDS AND PLAN OF LEASED PREMISES**

PLAN 1910413  
BLOCK 1  
LOT 1  
CONTAINING 14.7 HECTARES( 36.32 ACRES) MORE OR LESS  
EXCEPTING THEREOUT:  
PLAN NUMBER HECTARES (ACRES) MORE OR LESS  
ROAD 2211597 0.910 2.25  
EXCEPTING THEREOUT ALL MINES AND MINERALS



- NOTES CONCERNING BUILDING LOCATION**
- THIS SITE PLAN IS BASED ON INFORMATION PROVIDED BY THE OWNER AND NOT A SURVEY OF ACTUAL SITE MEASUREMENTS. CONSTRUCTION OF ANY UNKNOWN UTILITIES ON THIS OR ADJACENT PARCELS IS THE RESPONSIBILITY OF THE PROJECT OWNER DURING CONSTRUCTION OR FUTURE USE.
  - THE "NORTH" ORIENTATION REFERS TO NOMINAL NORTH RATHER THAN TRUE OR MAGNETIC NORTH.
  - ANY DIMENSIONS THAT SHOW THE LOCATION OF EXISTING UTILITIES OR STRUCTURES SHALL BE VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION STARTS AS REQUIRED BY A CREDITED SURVEYING AND SURVEYOR.
  - LANDSCAPING IS SUBJECT TO CHANGE.

**SITE STATISTICS**

ZONING: I-HVY INDUSTRIAL (HEAVY DISTRICT)  
 SITE AREA: 34.97 ACRES  
 MAX. BUILDING HIGH: 20.0m (65'7")

**SETBACKS - BUILDING**

FRONT - 15.0m (48'7")  
 REAR - 6.0m (19'6")  
 SIDE - 6.0m (19'6")

**SETBACKS - PARKING AND STORAGE**

FRONT - 15.0m FROM ANY COUNTY ROAD  
 SIDE - NO SETBACK FROM AN INDUSTRIAL DISTRICT  
 REAR - 6.0m FROM OTHER PARCELS

- ADDITIONAL REQUIREMENTS:**
- A MINIMUM OF 10% OF THE LAND SHALL BE LANDSCAPED
  - STORAGE SHALL BE SCREENED FROM PUBLIC ROADS AND ADJACENT PARCELS

**PARKING**

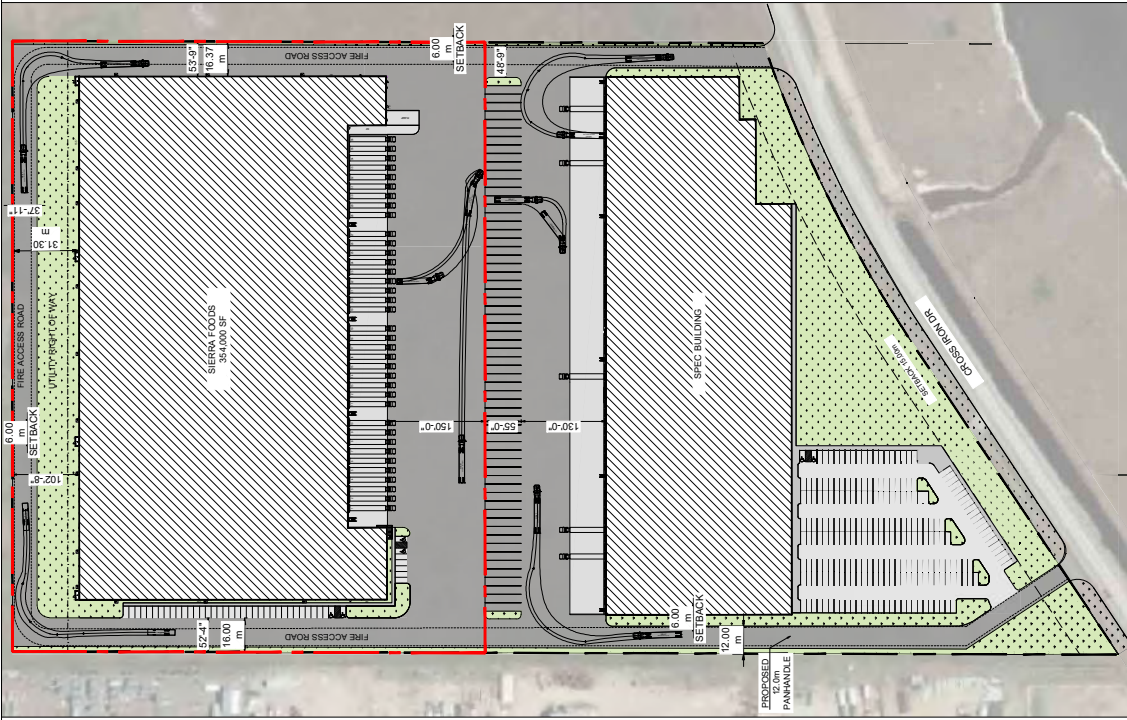
BUILDING 1: 04 PARKING STALLS  
 BUILDING 2: 209 PARKING STALLS  
 TOTAL PARKING: 213 PARKING STALLS

**SITE PLAN LEGEND**

|                   |     |
|-------------------|-----|
| PROPERTY LINE     | --- |
| SETBACK LINE      | --- |
| RIGHT OF WAY LINE | --- |
| PROPOSED BUILDING | ▨   |
| FENCE             | ▨   |

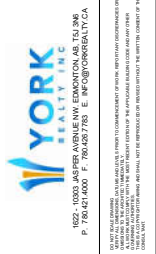
**SITE MATERIAL LEGEND**

|                       |   |
|-----------------------|---|
| SIDEWALK              | ▨ |
| LIGHT DUTY ASPHALT    | ▨ |
| HEAVY DUTY ASPHALT    | ▨ |
| GRAVEL                | ▨ |
| LANDSCAPING 1:1000000 | ▨ |



Project number: 2023-08-02  
 Date: 278  
 Drawn by: MNTS  
 Checked by: NTS  
 Scale: A1.0

**OVERALL SITE PLAN**



Stamp:  
 Consultant:  
**PRELIMINARY**  
 NOT FOR CONSTRUCTION  
 PLANS FOR DISCUSSION  
 ONLY.  
 SUBJECT TO CHANGE DUE  
 TO A CODE REVIEW

York Realty Inc.  
 Baizac, AB.

| NO. | DESCRIPTION                   | DATE       |
|-----|-------------------------------|------------|
| A   | ISSUED FOR PRELIMINARY REVIEW | 2023/03/02 |

**SCHEDULE "B"****TENANT'S ESTOPPEL CERTIFICATE**

THE UNDERSIGNED, the Tenant in the Lease Agreement made between \_\_\_\_\_ as Landlord and the undersigned as Tenant dated the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Lease") certifies to \_\_\_\_\_.

1. That the Tenant's obligation to pay Rent pursuant to the Lease commenced on \_\_\_\_\_ and expires on \_\_\_\_\_.
2. That the Lease has not been altered or amended since the time of execution and is in full force and effect in accordance with its original terms.
3. That the Leased Premises, measured as provided in the Lease, actually comprise an area of \_\_\_\_\_ square feet, more or less. For the period of \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_, the Basic Rent due pursuant to the Lease is \$ \_\_\_\_\_ per annum (\$ \_\_\_\_\_ per square foot). For the period commencing the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the Basic Rent reserved pursuant to the lease is \$ \_\_\_\_\_ per annum (\$ \_\_\_\_\_ per square foot).
4. The Tenant is in possession of the Leased Premises.
5. That the Lease requires that all expenses relating to the Leased Premises be paid by the Tenant and the Tenant is paying Basic Rent and all charges including, without limitation, the Additional Rent required to be paid pursuant to the Lease.
6. The amount of prepaid rent or security deposit held by the Landlord is \_\_\_\_\_.
7. That the Landlord has fulfilled its obligations under the Lease to the date hereof and the undersigned has no outstanding claims of any nature against the Landlord with respect to the Lease.
8. That there is no right of set-off against the Landlord in respect of the Lease or the rents payable by the Tenant thereunder.
9. That there is no credit of any nature in favour of the undersigned in respect of the Lease or money due to the undersigned from the Landlord in respect of the Lease, other than prepaid rent, if applicable, as outlined in paragraph 6 above.
10. That the Leased Premises leased to the undersigned pursuant to the Lease are in accordance with the Lease and the rent specified thereunder to be paid by the undersigned for the balance of the term of the Lease is payable in accordance with the terms of the Lease and the covenants and agreements under the Lease of the undersigned to the Landlord are all in full force and effect and will be fulfilled by the undersigned during the balance of the term of the Lease. .

DATED at the City of \_\_\_\_\_, in the Province of \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**SIERRA REALTY (CALGARY) CORPORATION**

Per: \_\_\_\_\_

Name:

Title:

I have authority to bind the corporation.

## SCHEDULE "C"

ADDITIONAL CLAUSES(a) PRE-AUTHORIZED DEBIT

The Tenant will participate in the Landlord's pre-authorized payment plan (the "**PAD Payment Plan**"), whereby the Landlord will be authorized to debit the Tenant's bank account for Rent payable on the first day of each month, on a monthly basis. Accordingly, the Tenant will complete and deliver the Landlord's confidential pre-authorized debit form (the "**PAD Form**") as provided by the Landlord upon execution of this Agreement.

(b) OPTION TO EXTEND

In consideration of the payment of Rent and other charges and provided the Tenant is not in default under this Lease at the date of exercise of the option hereby granted and provided the Tenant has not been in default under this Lease during the Term, or subsequent Extension Term, as the case may be, the Landlord grants to the Tenant an option to extend this Lease for Three (3) further terms of Ten (10) years each (collectively, the "**Extension Terms**" and each an "**Extension Term**") commencing on the expiration of the initial Term on the same terms and conditions as are herein contained, excluding any provisions for Landlord's Work, free rent, bonuses, leasehold improvement allowances, signing inducements, Basic Rent, the Right of First Offer and this option to extend. The Tenant shall provide the Landlord with written notice of its intention to extend no later than Six (6) months prior to the expiration of the initial Term or subsequent Extension Term, as the case may be, failing which, the option to extend shall be null and void. The Basic Rent payable during each lease year of the Extension Terms shall be equal to the Basic Rent payable for the immediately preceding lease year, plus an increase of 2.00%.

(c) LANDLORDS WORK AND TENANT'S WORK

On or before the Commencement Date, the Landlord will substantially complete all Landlord's Work as more particularly detailed in Schedule "D".

The Tenant shall complete the Tenant's Work as more particularly detailed in Schedule "D".

It is the Tenant's responsibility to secure all necessary permits and approvals required by Rocky View County (the "**Permits**"), as they comply with the appropriate building codes and other applicable laws and regulations. Copies of Permits, plus the Tenant's improvement plans, are to be provided to the Landlord for their approval, acting reasonably, prior to the commencement of the Tenant's Work.

(d) SELF-MANAGEMENT

The Tenant hereby acknowledges and agrees that it shall self-manage the Leased Premises as of the commencement of the Fixturing Period (defined below) and through to the expiry of the Term, as may be extended from time to time, or the earlier termination of the Lease subject to the terms and conditions as contained below and in Section 5 of the Lease. The Tenant shall be directly responsible for all related Operating Costs including landscaping, repairs, snow removal, cleaning and lawn maintenance within the Leased Premises. Without limiting the generality of the foregoing, the Tenant shall be responsible for all work set out as "Tenant Obligations" in Schedule "C-1". The Tenant shall comply with all reasonable requirements, rules and regulations of the Landlord pertaining to the operation of such HVAC system and other building systems.

The Tenant shall enter into maintenance contracts for the purpose of maintaining the HVAC system, roof membrane maintenance, and other building systems with qualified contractors and on terms and conditions satisfactory to the Landlord, acting reasonably, and the Tenant shall provide the Landlord, on an annual basis (or such other regular basis as may be reasonably agreed to by the Landlord and the Tenant), with copies of inspection reports from such contractors, which confirm that the HVAC system and other building systems has been maintained in accordance with the standard of a prudent owner.

The Tenant shall complete an annual inspection report, with details contained in a report request from the Landlord (each a "**Property Report**"), a sample of which is provided in Schedule "E" and shall include the condition of the Tenant's racking, roof, mechanical and electrical systems and equipment, major capital assets, asphalt parking areas, concrete loading areas and landscaping addressing the condition of the Leased Premises (including associated improvements). The Landlord shall be permitted to inspect or audit the records relating to the Property Report. Subject to the Project Warranties (as defined herein), the Tenant shall be responsible for all costs associated with the preparation of the Property Reports and any Operating Costs incurred in repairing any deficiencies outlined in the Property Reports, excluding the cost of any structural repairs or other matters that are the responsibility of the Landlord as defined and described herein. In the event the Property Reports are not submitted to the Landlord on an annual basis, the



Landlord shall have the right to commission such Property Reports, complete any required inspections and/or repairs and charge the Tenant the costs of such repairs (unless such costs are expressly excluded from Operating Costs or to be completed at Landlord's sole cost elsewhere in this Lease), plus an administration fee equal to fifteen (15%) percent of such amounts paid by the Landlord, all as Additional Rent.

(e) **STAGED TURNOVER, EARLY OCCUPANCY, AND FIXTURING PERIOD**

The Landlord and the Tenant have agreed that the Landlord will turn over portions of the Building to the Tenant in phases, as each such portion of the Building achieves Interim Completion (as described in Section 5 of the Work Letter).

Landlord shall allow, on such terms and conditions established by Landlord in its sole and absolute discretion, Tenant access to the portion of the Premises for which Interim Completion has been achieved prior to the Commencement Date (the "**Early Occupancy Period**"). The Early Occupancy Period for each portion of the Building shall commence on the day after Interim Completion of that portion (each, an "**Early Access Date**") and shall continue until the day prior to the Commencement Date. The granting of possession during the Early Occupancy Period shall be on the following basis:

- (i) provided Tenant has delivered to Landlord proof that insurance has been provided, Tenant shall receive access to each portion of the Premises following the Early Access Date for such portion of the Premises, and if applicable, Tenant has paid the Excess Final Budget Costs (or portion thereof) as elected pursuant to Schedule "G";
- (ii) during such Early Occupancy Period, the Tenant shall be entitled to move certain of its equipment and goods to be warehoused into the portion of the Building for which access was granted and to use such equipment and goods in connection with its training of staff and development and practice of procedures and to conduct measurements, install telephone and other communication systems and other furniture, fixtures and equipment, for storage of Tenant's goods, equipment, and inventory, and completion of Tenant's Work, together with such other activities agreed to in writing by the Landlord and Tenant from time to time;
- (iii) Tenant shall comply with all applicable laws and with Landlord's safety protocol specifications and requirements, all in respect of Tenant's access to, use and improvement of the Premises;
- (iv) Tenant shall not interfere with completion of Punch List Items, Exterior Items and Long Lead Time Items and the completion of Landlord's Work (which the Tenant acknowledges may continue during such Early Occupancy Period);
- (v) Tenant shall be subject to all of the terms and conditions of this Lease (including, but not limited to, Tenant's indemnification obligations and Tenant's obligations to carry insurance) other than the payment of Basic Rent and Additional Rent, the payment of which shall commence for each portion of the Building 90 days after the first Early Access Date and 30 days after each subsequent Early Access Date for such portion of the Building, and shall be prorated based on the fraction having as its numerator the rentable area of the subject portion of the Building and having as its denominator the rentable area of the entire Building multiplied by the Basic Rent that is payable immediately following the Commencement Date. The 90 day period commencing on the first Early Access Date and the 30 day period commencing on each subsequent Early Access Date is referred to as the "**Fixturing Period**" for that portion of the Building. Tenant shall be required to pay for any utilities that it uses during each Fixturing Period; and
- (vi) During the Early Occupancy Period, Tenant will be responsible for providing security for any of its property located on the Project, and for the cost of electricity or other utilities used for construction purposes during the Early Occupancy Period (for certainty, Tenant will pay Landlord directly for such utilities based on approximate usage if the utilities are not yet sub-metered and charged directly to Tenant during this time). Tenant shall use best efforts to ensure the Premises utilities will be in its name effective on the Commencement Date.

Notwithstanding the foregoing, in the event Interim Completion for any portion of the Building is delayed because of Tenant Delay(s), the Fixturing Period for such portion of the Building shall be reduced on a day for day basis equal to such Tenant Delay(s).

(f) **INDEMNIFIER**

The Tenant covenants and agrees that it shall cause Eastern Meat Solutions Inc., concurrently with the execution and delivery of this Lease by the Tenant to the Landlord, to execute and deliver in favour of the Landlord an indemnity in substantially the same form as Schedule "F" attached hereto (the "**Indemnity**"). For clarity, this Lease shall not be effective and shall have no force or effect unless the Tenant has delivered the executed Indemnity to Landlord on or before the date hereof.

**(g) INCENTIVES**

Any incentives that Tenant is able to obtain from the Federal or Provincial Governments and/or from any utility companies may, at the discretion of the Tenant, be applied to offset the Project Costs.

**(h) WATER CAPACITY**

Tenant acknowledges that the potable water capacity for the Premises shall not exceed the allocation granted by Rocky View County.

**(i) CONSENT CLAUSE**

Whenever consent or approval of either the Landlord or the Tenant is required under the terms of this Lease, unless specified to the contrary in the Lease such consent or approval shall not be unreasonably withheld or delayed, except with respect to a change in use, an assignment or subletting of any or all of the Leased Premises, where the Landlord's approval may be withheld in the Landlord's sole discretion. If either party withholds any consent or approval, such party shall on written request deliver to the other party a written statement giving the reason.

**(j) RIGHT OF FIRST OFFER TO PURCHASE**

If, during the initial Term of this Lease, the Landlord wishes to market for sale the Building and the Parcel (collectively, the "**Option Lands**") to an arm's length third party, then, provided that: (i) no monetary or material non-monetary event of Default then exists; (ii) the Tenant is operating in the Leased Premises for the Permitted Use; and (iii) no Transfer affecting the Tenant, the Lease or the Leased Premises has occurred (other than to a Permitted Transferee), the Tenant shall have a one-time right of first notice to purchase the Option Lands on the following terms and conditions (the "**Right of First Offer**"):

- (i) If the Landlord wishes to sell the Option Lands (a "**Triggering Event**") prior to the Expiry Date (the "**ROFO Expiry Date**"), the Landlord shall give written notice to the Tenant (an "**Offer Notice**") and the Tenant shall have a one-time first right to negotiate a purchase and sale agreement to purchase the Option Lands by providing written notice to the Landlord (the "**ROFO Notice**") within ten (10) Business Days of delivery of the Offer Notice (the "**ROFO Exercise Deadline**"). If the Tenant's ROFO Notice is delivered prior to the ROFO Exercise Deadline, the Landlord and the Tenant shall have ten (10) Business Days following delivery of the Tenant's ROFO Notice to agree on a purchase price. If Landlord and Tenant agree on a purchase price in such time, then during the next thirty (30) days, the parties shall negotiate the purchase and sale agreement with respect to such transaction, each party acting in good faith but in their sole and unfettered discretion. It is understood that the purchase and sale agreement, if any, shall have no conditions precedent in favour of the Tenant, and shall contain a mutual condition precedent with respect to subdivision of the Option Lands from the Lands.
- (ii) If (1) the Tenant's ROFO Notice is delivered prior to the ROFO Exercise Deadline but the parties are unable to agree on the purchase price within ten (10) Business Days of the ROFO Notice and/or a binding agreement of purchase and sale within thirty (30) days of the ROFO Notice; or (2) the Tenant fails to deliver the Tenant's ROFO Notice prior to the ROFO Exercise Deadline, the Tenant will be deemed to elect not to exercise the Right of First Offer and the Landlord shall be entitled to sell the Option Lands to any third party on terms and conditions satisfactory to the Landlord, in its sole discretion and, provided the Option Lands are sold, this Right of First Offer shall terminate and be of no further force or effect.

The Right of First Offer will terminate and be of no further force or effect and the Landlord shall be released from its obligations contained in this paragraph (j) upon the earliest to occur of the following:

1. If the Landlord has delivered an Offer Notice and the Tenant elects (or is deemed to elect) not to exercise the Right of First Offer and the Landlord sells the Option Lands;
2. The Tenant giving notice to the Landlord terminating the Right of First Offer; and
3. The ROFO Expiry Date.

Notwithstanding the foregoing, the parties acknowledge and agree that the Right of First Offer shall not apply if the conveyance, assignment or transfer of the Landlord's legal and/or beneficial interest in and to the Option Lands is:

- (a) part of a merger, amalgamation, reorganization or sale of a majority of the assets or share stock of the Landlord or the Landlord's parent company; or
- (b) if the transfer of the Landlord's interest in and to the Option Lands is to:

- (I) a parent, subsidiary, or affiliate of the Landlord;
- (II) another beneficial owner of the Option Lands;
- (III) one or more shareholders of the Landlord; or
- (IV) any other party, if the sale of the Option Lands is part of a portfolio sale of the Option Lands, together with any other lands.

For certainty and the avoidance of any doubt, each of the circumstances described in subparagraphs (a) and (b) above shall not constitute Triggering Events for the purposes of the Right of First Offer. The Right of First Offer applies only to the Option Lands and not the balance of the Lands.

(k) **MUTUAL CONDITIONS PRECEDENT**

The Landlord and the Tenant have entered into this Lease with the expectation that:

- (i) The Landlord will have completed the purchase of the Lands by no later than March 31, 2023 (the "**Land Purchase**"); and
- (ii) The Landlord having obtained all applicable approvals from Rocky View County for an amendment or redesignation of the Area Structure Plan (ASP) to rezone Land for industrial use that will permit the construction of the Building by December 31, 2023 (the "**ASP Approval**")

(collectively, the "**Conditions Precedent**"). The Conditions Precedent are true condition precedents and cannot be waived by either party.

Following execution of this Lease, the Landlord agrees to use reasonable commercial efforts to complete the Land Purchase and to pursue the ASP Approval. If the Land Purchase is not completed by March 31, 2023, then this Lease shall terminate subject to the parties agreeing to Substitute Lands and entering into the Amending Agreement described below. If the ASP Condition is not satisfied by December 31, 2023, then this Lease shall terminate subject to the parties agreeing to Substitute Lands and entering into the Amending Agreement described below.

The Landlord agrees to provide the Tenant with updates as to the status of the Land Purchase and/or the ASP Approval from time to time, upon request, and to forthwith send written notice to the Tenant if either or both of the Conditions Precedent have not been satisfied by the time limited herein (the "**Non-Satisfaction Notice**"). The Landlord shall have Ninety (90) days following the earliest of: (1) delivery of the Non-Satisfaction Notice with respect to the Land Purchase Condition Precedent; (2) delivery of the Non-Satisfaction Notice with respect to the ASP Approval Condition Precedent; and (3) December 31, 2023, to locate other lands satisfactory to the Landlord and the Tenant, each party acting in good faith but in their sole and unfettered discretion, for which to build the Building (the "**Substitute Lands**"). In the event the Landlord and the Tenant agree on Substitute Lands, the parties shall enter into an amending agreement (the "**Amending Agreement**") within Thirty (30) days of agreement on the Substitute Lands to capture any changes necessary to this Lease to reflect their intention that the Building be built on the Substitute Lands. If the parties are unable to agree on Substitute Lands or if the Landlord and the Tenant fail to enter into the Amending Agreement within the respective timelines set out in this section, this Lease shall terminate and be of no further force or effect.

The Landlord hereby waives the Condition Precedent re Land Purchase.

(l) **YORK GUARANTEE**

In order to induce the Tenant to enter into this Lease, for so long as (a) York Realty Inc. or an entity controlled by York Realty Inc. is a beneficial owner of Sierra Winds Business Park Inc. and (b) Sierra Winds Business Park Inc. is the sole landlord entity with respect to this Lease, York Realty Inc. hereby guarantees, jointly and severally with the Landlord, the performance of all Landlord's obligations under this Lease. This guarantee shall be terminated and of no further force and effect from and after the earliest of the following: (i) the date that York Realty Inc. ceases to be a shareholder of Sierra Winds Business Park Inc., and (ii) Sierra Winds Business Park Inc. ceases to be the sole landlord entity under this Lease.

## SCHEDULE "C-1"

**TENANT MAINTENANCE OBLIGATIONS**

See attached.

| <b>LANDLORD OBLIGATIONS</b>   |  |  |                             |
|---|--|--|-----------------------------|
| <b>Item</b>   | <b>Description of Service</b>  | <b>Recoverable through Operating Costs</b> | <b>Landlord's Sole Cost</b> |
| <b>Structure of Building, including structural assets</b>             | Repair and replace, as needed  |  | <b>X</b>                    |
| <b>Roof replacement and structural repair</b>                         | Repair and replacement of roof deck and structural components  |  | <b>X</b>                    |
| <b>Roof membrane, roof insulation, and above-deck roof components</b> | Replacement  | <b>X</b>                                   |                             |
| <b>Subfloor and Foundation</b>  | Ensure integrity, conduct repair, including voids and cavities in soils and fill under slab and around foundation.   |  | <b>X</b>                    |
| <b>Floor Slab</b>   | Patching, crack repair or replacement  | <b>X</b>                                   |                             |
| <b>Exterior walls, terminal wall panels and load-bearing walls</b>    | Ensure integrity, conduct repair, and replace wall sections, as needed.  | <b>X - Repair</b>                          | <b>X - Replacement</b>      |
| <b>Parking lot and drive surfaces</b>                                 | Landlord to complete repair and replace sections as needed based on useful life and performance requirements.  | <b>X</b>                                   |                             |
| <b>Landscaping (non-recurring service)</b>                            | Items exceeding general maintenance such as tree removal or trimming, replacement (including annual color replacement), re-grading, overhauling, etc.  | <b>X</b>                                   |                             |
| <b>Major Capital Assets</b>   | Major capital assets to be replaced by the Landlord, at the Tenant's cost, which costs shall be amortized pursuant to Section 5.1(e) of the Lease  | <b>X</b>                                   |                             |
| <b>Backflow devices, if any</b>                                       | Landlord to complete replacement, as needed, at the Tenant's cost.   | <b>X</b>                                   |                             |
| <b>Elevator (if equipped)</b>   | Landlord to complete replacement, as needed, at the Tenant's cost, which costs shall be amortized over the useful term of the item.  | <b>X</b>                                   |                             |
| <b>Exterior curbs &amp; bollards</b>                                  | Landlord to complete repair and replacement, as needed, at the Tenant's cost.  | <b>X</b>                                   |                             |
| <b>Exterior Fencing</b>   | Landlord to complete repair and replacement, as needed, at the Tenant's cost, gates and fences around Lease Premises.  | <b>X</b>                                   |                             |
| <b>Exterior signage - Tenant installed</b>                            | Landlord to maintain, repair, replace and update any signage that is not installed exclusively for the Tenant's benefit, such as pylon signage for the entire Lands, other users/occupiers of the Lands and/or the surrounding development generally (if any). | <b>X</b>                                   |                             |
| <b>Fire sprinkler &amp; fire protection systems</b>                   | Landlord to complete replacement, as needed, of the base fire sprinkler and fire protection systems within the Building, at the Tenant's cost.   | <b>X</b>                                   |                             |
| <b>Fixtures</b>   | Landlord to complete repair and replacement, as needed, at the Tenant's cost. Any items of a capital nature as determined by generally acceptable accounting principles may be amortized over the useful term of the item at the Landlord's option.            | <b>X</b>                                   |                             |
| <b>HVAC</b>   | Landlord to complete replacement, as needed, of all heating, ventilating and air conditioning equipment, units and systems (collectively, "HVAC"), at the Tenant's cost, which costs shall be amortized over the useful term of the item.                      | <b>X</b>                                   |                             |

|   |   |          |  |
|---|---|----------|--|
| <b>Interior sump pump or lift stations</b>  | Landlord to complete replacement, as needed, at the Tenant's cost, which costs shall be amortized over the useful term of the item. | <b>X</b> |  |
| <b>Maintenance, Repair, Replacement, and snow removal of shared access way or road within the Lands</b> | Landlord to complete maintenance, repair, replacement and snow removal from any shared road, pathway or access on the Lands.        | <b>X</b> |  |

| <b>TENANT OBLIGATIONS (except where covered by warranty)</b>                |   |
|---|---|
| <b>Item</b>   | <b>Description of Service</b>   |
| <b>All interior non-structural portions of the Building/Leased Premises</b> | Tenant to maintain, repair and replace, as needed.  |
| <b>Major Capital Assets</b>   | Tenant to maintain and repair.  |
| <b>Backflow devices, if any</b>   | Tenant to maintain, repair and complete required inspections, testing, compliance with legislation and permit management.   |
| <b>Below-deck ceiling insulation (if equipped)</b>                          | Tenant to maintain, repair and replace, as needed, insulation materials that are suspended just below the roof deck.  |
| <b>Carpentry - Doors, cabinets, counters, etc.</b>                          | Tenant to maintain, repair and replace, as needed, doors and millwork.  |
| <b>Dock doors &amp; dock levelers</b>                                       | Tenant to complete maintenance, repair and replacement, as needed.  |
| <b>Electric service (after main feed, above slab)</b>                       | Tenant to complete maintenance, repair and replacement, as needed.  |
| <b>Elevator (if equipped)</b>   | Tenant to complete maintenance and repair.  |
| <b>Energy &amp; Communications Related Improvements</b>                     | Tenant to complete maintenance, repair and replacement, as needed.  |
| <b>Exterior Building lighting</b>   | Tenant to complete maintenance, repair and replacement, as needed, of exterior lighting affixed to Building.  |
| <b>Exterior curbs &amp; bollards</b>  | Tenant to complete maintenance.   |
| <b>Exterior fencing</b>   | Tenant to complete maintenance.   |
| <b>Exterior glazing</b>   | Tenant to complete maintenance, repair and replacement, as needed, broken and/or damaged glass and seals.   |
| <b>Exterior signage - Tenant installed</b>                                  | Tenant to maintain, repair, replace and update Tenant-installed signage or signage installed by the Landlord exclusively for the Tenant's benefit, as needed.   |
| <b>Fire sprinkler &amp; fire protection systems</b>                         | Tenant to maintain, repair and complete required inspections, testing, compliance with legislation and permit management of: (1) the base fire sprinkler; (2) fire protection systems within the Building; and (3) any Tenant-installed supplemental fire/life safety systems.<br>Tenant to complete all repairs and replacement, as needed, at the Tenant's cost, of any Tenant-installed supplemental fire/life safety systems. |
| <b>Fire protection system monitoring</b>                                    | Tenant responsible for monitoring of all applicable portions of fire protection systems and fire water supply.  |
| <b>Fixtures</b>   | Tenant to complete maintenance.   |
| <b>Generator</b>  | Tenant to maintain, repair and complete required inspections, testing, compliance with legislation and permit management.   |
| <b>HVAC</b>   | Tenant to maintain, repair and complete required inspections, testing, compliance with legislation and permit management of all HVAC.   |
| <b>Interior lighting</b>  | Tenant to complete maintenance, repair and replacement, as needed, bulbs and ballasts   |
| <b>Interior/exterior pest control</b>                                       | Tenant sole responsibility.   |
| <b>Interior sump pump or lift stations</b>                                  | Tenant to maintain, repair and complete required inspections, testing, compliance with legislation and permit management.   |
| <b>Interior walls and floor coverings</b>                                   | Maintenance, repair, and replacement of walls and flooring surfaces (non-structural); Landlord responsible for repair and replacement of structural assets as defined in Section 5.1(e).  |
| <b>Janitorial</b>   | Tenant sole responsibility.   |
| <b>Kitchen appliances</b>   | Tenant to complete maintenance, repair and replacement, as needed.  |
| <b>Landscaping (recurring services)</b>                                     | Landscape maintenance, including mowing, fertilizing, leaf removal, pruning, are all Tenant sole responsibility.  |
| <b>Parking lot &amp; drive surfaces</b>                                     | Tenant to complete maintenance.   |
| <b>Parking lot sweeping</b>   | Maintenance, including sweeping and debris removal is Tenant sole responsibility.   |
| <b>Plumbing – Above slab</b>  | Tenant to maintain, repair and replace, as needed.  |
| <b>Roof Repair</b>  | Tenant to maintain and repair roof membrane.  |
| <b>Snow removal – grounds &amp; parking lots</b>                            | Snow and/or ice treatment and removal on the Leased Premises, including sidewalks, walkways, roadways, parking lots, entrances and exits, are Tenant sole responsibility.   |
| <b>Suspended ceilings &amp; hard lid ceilings</b>                           | Tenant to maintain, repair and replace, as needed.  |
| <b>Trash &amp; recycling</b>  | Tenant sole responsibility.   |
| <b>Utilities</b>  | Tenant's sole responsibility to pay for gas, oil, power, electricity, water, sewer, communications and any other utilities and services that are metered and charged for the Leased Premises.   |
| <b>Window washing (interior and exterior)</b>                               | Tenant sole responsibility.   |

**SCHEDULE "D"****WORK LETTER**

This Work Letter (together with applicable provisions of the Lease) sets forth the rights and obligations of the Landlord and the Tenant with respect to the construction of the Building and completion of the Landlord's Work and the Tenant's Work. All words and expressions used in this Work Letter, unless there is something in the subject matter or context inconsistent therewith, shall have the same meaning ascribed to them in the Lease.

The parties have agreed to collaborate, in varying degrees and roles, in connection with the design, development, construction and operation of a freezer cooler facility to be constructed by the Landlord on the Lands. The parties will work together in connection with the design, budgeting and construction of the Building, and the provision and installation of the specified improvements, by the Landlord. The parties will work together in order to fairly and collaboratively address and resolve all matters and issues which may arise in connection with such design and construction of the Building.

**1. Landlord's Work:**

- a. Subject to Tenant's compliance with its obligations under the Lease (including, without limitation, this Work Letter), the Landlord shall construct the approximately 350,311 square foot shell Building and associated improvements (collectively, the "**Base Building Improvements**") on the Lands in substantial conformance with the site plan attached to the Lease as **Schedule "A"** and certain improvements to the Premises (collectively, the "**Landlord Leasehold Improvements**"), which are to be installed in addition to the Base Building Improvements. The Base Building Improvements and the Landlord Leasehold Improvements are collectively referred to as the "**Landlord's Work**". Subject to any Tenant Change Orders, Landlord will complete the Landlord's Work at Landlord's cost in substantial conformance with the Final Building Plans.
- b. The preliminary construction plans and specifications are attached hereto as **Schedule "D-1"** (the "**Preliminary Building Plans**"). For clarity, the Preliminary Building Plans do not represent final versions of the Building Plans, which, as of the date hereof, are still being reviewed, discussed, and modified by the Landlord and the Tenant (and which, once finalized and approved pursuant to this Section shall be referred to as the "**Final Building Plans**").
- c. The parties agree to work collaboratively in roundtable discussions and in good faith to make and approve revisions to the Preliminary Building Plans. Following receipt of the Preliminary Building Plans (or any subsequent revision thereto), the Tenant shall approve the Preliminary Building Plans (or revisions thereto) or otherwise have roundtable discussions with the Landlord to provide Tenant's comments on the Preliminary Building Plans (or any subsequent revisions); approval of the Tenant hereunder not to be unreasonably withheld or delayed. The Landlord shall use reasonable commercial efforts to incorporate Tenant comments and to provide revisions of the Preliminary Building Plans following such roundtable discussions, and to resubmit such revisions for discussion with the Tenant, and this process of preparation and review shall continue until such plans are approved. The approved versions of the Preliminary Building Plans shall be deemed to be the Final Building Plans and the Final Building Plans shall be used as the basis for calculating the Final Budget. The parties agree to respond expeditiously in making and approving revisions and will endeavor to do so within Ten (10) Business Days of a response from the other. The parties will cooperate with all due diligence to cause the Final Building Plans and Project Budget to be completed and mutually approved on or before **July 15, 2023**.
- d. Prior to the approval of the Final Building Plans, any cost increases due to subsequent material scope of work changes to the Preliminary Building Plans requested by the Tenant shall be subject to the Landlord's written approval and captured in the Project Budget. After the Landlord and the Tenant have approved the Final Building Plans and Final Budget, any cost increases due to subsequent changes to the Final Building Plans requested by the Tenant shall be at the Tenant's sole cost and expense and subject to the Landlord's written approval, in accordance with Section 3 of this Work Letter.
- e. The Landlord will obtain the following warranties (collectively, the "**Project Warranties**"):
  - i. a one-year warranty with respect to the Base Building Improvements (for a period commencing on Substantial Completion of the Base Building Improvements) from its general contractor with respect to defects, materials, and workmanship. If any defects, materials, and workmanship issues arise during the warranty period that may be covered under this warranty, Landlord covenants and agrees to use reasonable commercial efforts to enforce such warranty for the benefit of the Building and Tenant;

- ii. a one-year warranty with respect to Landlord Leasehold Improvements constructed or installed on behalf of Landlord (for a period commencing on Substantial Completion of such Landlord Leasehold Improvements) from its general contractor with respect to defects, materials, and workmanship, and Landlord shall enforce such warranty to the extent permitted. If any defects, materials, and workmanship issues arise during the warranty period that may be covered under this warranty, Landlord covenants and agrees to use reasonable commercial efforts to enforce such warranty for the benefit of the Building and Tenant;
- iii. a 10-year ARCA warranty with respect to the workmanship respecting installation of the roof membrane, ballasts and flashing of the Building and a 10-year warranty with respect to failure of the roof membrane of the Building.

2. Tenant's Work and TI Work Costs:

- a. Any additional improvement work beyond the Landlord's Work (including, without limitation, any Tenant racking) shall be designed, constructed, and installed by Tenant at Tenant's cost (the "**Tenant's Work**"). If applicable, Tenant shall be solely responsible for all life safety studies required by Rocky View County in order to secure Tenant's racking permit.
- b. With respect to all Tenant's Work:
  - i. All Tenant's Work shall be designed and engineered in accordance with industry practice and the knowledge, skill and diligence of an experienced professional architect and engineers licensed in the Province of Alberta.
  - ii. All Tenant's Work shall comply with all applicable laws and legal requirements, and shall be performed by licensed contractors and in a good and workmanlike manner so as not to damage or alter the primary structure or structural qualities of the Building and other improvements situated on the Premises or of which the Premises are a part.
  - iii. Tenant's Work shall not overload the floors of the Leased Premises.
  - iv. The Landlord and Tenant shall work collaboratively to finalize the plans and specifications for Tenant's Work. The Tenant shall not commence Tenant's Work without first obtaining Landlord's prior written approval, not to be unreasonably withheld. For certainty, Tenant's Work shall not affect the footprint of the Building or the configuration or location of any exterior walls of the Building. To the extent that any of the proposed Tenant's Work will: (1) affect the configuration or location of any interior walls of the Building, (2) affect the Building's structure or roof, (3) require any roof penetrations or for placement of any equipment on the roof, or (4) affect the Building's electrical, plumbing, or other mechanical systems, Tenant shall first obtain Landlord's prior written consent to such Tenant's Work, and such Tenant's Work must be performed in accordance with plans and specifications approved by Landlord in advance, or at Landlord's election such items shall be completed by the Landlord's contractors or under Landlord's supervision. Tenant shall reimburse Landlord for its reasonable third-party costs incurred in reviewing plans and specifications and performing or monitoring construction for all Tenant's Work requiring the consent of Landlord, and any costs incurred by Landlord with respect to such Tenant's Work shall be charged to Tenant as part of the TI Work Costs pursuant to Section 2(d) below.
  - v. Tenant shall close off and complete such permit(s) within a reasonable period of time following completion of the Tenant's Work, and provide to Landlord confirmation of same. For all permits issued with respect to Tenant's Work, Tenant shall close off and complete such permit(s) within a reasonable period of time following completion of the Tenant's Work, and provide to Landlord confirmation of same.
- c. Prior to **March 15, 2023**, Tenant will prepare and deliver to Landlord Tenant's final racking plan (the "**Tenant's Racking Plan**"). Tenant hereby acknowledges and agrees that Tenant shall be solely responsible for all life safety studies required by Rocky View County in order to secure Tenant's racking permit (regardless of whether the racking permit is obtained by Landlord). Tenant further acknowledges that Landlord will be unable to secure the occupancy permit until Landlord completes any applicable electrical and life safety improvements associated with Tenant's racking work, which is part of the Tenant's Work, and as such any delay in obtaining the racking permit that actually delays Landlord's ability to obtain an occupancy permit shall be deemed to be a Tenant Delay. Landlord shall assist Tenant in obtaining the occupancy permit for the Premises and shall be responsible for any delay in Tenant receiving the occupancy permit by reason of Landlord's failure to complete the Landlord's Work or by reason of any other act or omission of Landlord.
- d. Tenant is responsible for paying all costs (the "**TI Work Costs**") associated with the following (which for certainty will not be included as part of the Final Project Costs defined in



Schedule "G"): (i) the design, permit fees, permitting, and construction of the Tenant's Work; and (ii) any design, permit fees, permitting, and construction of any work or improvements beyond the work that is specified in the Final Building Plans. In the event any TI Work Costs are incurred by Landlord, Landlord shall provide cost information on the TI Work Costs on an open book basis. Landlord shall be entitled to invoice Tenant for all or any portion of the TI Work Costs on a progress pay basis, and Tenant shall pay to Landlord the TI Work Costs (or any portion thereof) within Thirty (30) days after its receipt of an invoice for same.

- e. The Tenant contingency amounts set out in the Final Budget (if any) may, upon agreement by the Landlord and the Tenant, be applied to the TI Work Costs. To the extent that any portion of the Tenant contingency line item(s) contained in the Final Budget have not been used or otherwise applied to the TI Work Costs pursuant to this paragraph or to the Tenant Change Order Costs pursuant to section 3 of this work letter following completion of all Landlord's Work, any such unused amount (the "**Unused Allowance**") will be applied to the Basic Rent next coming due until the entire amount has been distributed; provided, however that the applied amount of the Unused Allowance will not exceed 25% of the Basic Rent in any given month and, if the Unused Allowance exceeds 25% of the Basic Rent due for a given month, Tenant may deduct the Unused Allowance from Basic Rent (such monthly deduction not to exceed 25% of Basic Rent) in each successive month until the entire Unused Allowance has been distributed.

### 3. Change Orders:

For purposes of this Lease, changes to the Final Building Plans (each, a "**Change Order**") shall be categorized as follows:

- a. changes initiated by the Landlord that are required to comply with governmental or other legal requirements imposed after the Final Building Plans are finalized as contemplated in Section 1 of this Work Letter, respectively ("**Landlord Change Orders**"); and
- b. changes initiated by the Tenant ("**Tenant Change Orders**").

Any Landlord Change Order shall not be subject to the Tenant's approval and shall be completed at Landlord's expense.

The Tenant will have the right to request a Tenant Change Order not later than 120 Days prior to commencement of the first Fixturing Period, provided such Tenant Change Order does not, in the Landlord's reasonable discretion, alter the footprint of the building, materially change or deviate from the Preliminary Building Plans or the Final Building Plans (as the case may be), impair the structural integrity of the building, alter the general character of the building as a warehouse/distribution facility, change the amount of office space within the building, or otherwise materially hinder or impair the Landlord's ability to timely perform its obligations under this Lease.

Any Tenant Change Orders will be delivered to the Landlord's representative in writing and specify the desired additions or modifications with sufficient specificity to enable the Landlord to prepare the Tenant Change Order Effect Notice. If the Tenant requests a Tenant Change Order, the Landlord shall provide the Tenant with written notice ("**Tenant Change Order Effect Notice**") as promptly as practicable under the circumstances specifying the cost of such Tenant Change Order and the number of days of delay, if any, in completing the Base Building Improvements and/or the Landlord Leasehold Improvements as a result of such Tenant Change Order. The Tenant shall respond to the Tenant Change Order Effect Notice within 5 Business Days of the Tenant's receipt of same by delivering a written approval of such Tenant Change Order Effect Notice. If the Tenant does not deliver a written approval of the Tenant Change Order Effect Notice to the Landlord within said 5-Business Day period, then the Tenant Change Order Effect Notice shall be deemed disapproved. The costs specified in any Tenant Change Order Effect Notice that is approved by the Tenant pursuant to this Section are referred to herein as "**Tenant Change Order Costs**". When calculating Tenant Change Order Costs, Landlord shall take into account the change to the Final Budget after application of Tenant contingencies amounts set out in the Final Budget, if any (which may, upon agreement by the Landlord and the Tenant, be applied to the TI Work Costs). Tenant Change Order Costs shall be paid on a percentage of completion basis. Not more than one time per month, the Landlord shall invoice the Tenant for all applicable outstanding Tenant Change Order Costs, which the Tenant shall pay in full, within Twenty (20) Business Days after receipt of such invoice.

### 4. Project Development Schedule and Estimated Completion:

- a. Promptly after approval of the Final Building Plans, the Landlord shall commence and diligently pursue to Substantial Completion the installation of the Building Improvements in a turn-key, good and workmanlike manner.
- b. The current anticipated schedule setting out timing of the various components of completion of the Building Improvements (the "**Project Development Schedule**") is attached as Schedule "D-2". The Landlord shall revise the Project Development Schedule

following approval of the Final Building Plans and the Final Budget, and thereafter as necessary from time to time and provide updates to the Tenant's representative.

5. Interim Completion, Substantial Completion and Commencement Date:

- a. As used in this Lease, the terms "**Interim Completion**" and any derivations thereof will mean that the Landlord's Work for the Building (or any portion thereof) has been installed in substantial compliance with the provisions of this Work Letter to the point where the Tenant may commence the Tenant's Work.
- b. As used in this Lease, the terms "**Substantial Completion**" and "**Substantially Complete(d)**" and any derivations thereof will mean that the Landlord's Work has been substantially completed except for Punch List Items, Exterior Items, and Long Lead Items. Substantial Completion will be evidenced by (a) written confirmation of Substantial Completion from Landlord's architect, and (b) Landlord obtaining a building inspection report with respect to Landlord's Work from Rocky View County that grants partial or temporary occupancy (or where temporary or partial occupancy cannot be granted because additional tenant improvement permits are required prior to occupancy, then a building inspection report confirming that the final inspection has been completed for Base Building Improvements). The date upon which Substantial Completion is achieved will be the "**Substantial Completion Date**". Landlord will notify Tenant when Substantial Completion has been achieved.
- c. Substantial Completion shall have occurred even though all or any of the following remain to be completed (all of which will be completed by Landlord following Substantial Completion):
  - i. minor details of construction, decoration, caulking, mechanical adjustments, and other so-called "punch-list" items ("**Punch List Items**"),
  - ii. exterior improvements, including but not limited to painting of the exterior of the Building, exterior concrete/sidewalk, landscaping, fencing, striping of parking areas, installation of building graphics/signage, ("**Exterior Items**"), and
  - iii. long lead time items identified in the Project Schedule or during the course of construction ("**Long Lead Time Items**").

The Commencement Date shall be the latest of (1) April 1, 2024, (2) the day following Substantial Completion Date for the entire Building (or the date that Substantial Completion would have occurred but for Tenant Delay(s)) and (3) the expiry of the last running Fixturing Period.

6. Punch-List Items and Inspection:

- a. Within five (5) Business Days prior to the anticipated Substantial Completion Date for the Building or any portion thereof, the representatives of Landlord and Tenant shall conduct a walk-through of the Building (or the relevant portion thereof) and identify Punch List Items, Exterior Items and Long Lead Time Items. Neither Landlord's representative nor Tenant's may unreasonably withhold their agreement on Punch List Items, Exterior Items and Long Lead Time Items. Only one list will be prepared. Landlord shall use reasonable efforts to complete all Punch List Items within sixty (60) days after agreement thereon (subject to Tenant Delays and Force Majeure Delays) or such longer period so long as Landlord is acting in good faith and diligently pursuing completion; however, Landlord shall not be obligated to engage overtime labour in order to complete such items. Landlord shall diligently pursue completion of Exterior Items and Long Lead Time Items within a reasonable period of time following the Substantial Completion Date, taking into consideration, among other things, the seasonality of such work.
- b. Completion of Punch List Items, Exterior Items or Long Lead Time Items will be conclusively evidenced by delivery of a letter from Landlord's architect.
- c. Neither the determination of the Punch List Items, Exterior Items and Long Lead Time Items nor the satisfaction thereof will delay the occurrence of the Commencement Date.
- d. Following such joint inspection and Tenant's taking possession of the Premises, the Landlord's Work shall be accepted "as is" except for (1) Punch List Items reported to Landlord in accordance with this paragraph, or (2) such other items to the extent covered by the Project Warranties.

7. Tenant Delays:

“**Tenant Delays**” means any act or omission of Tenant or its representatives that actually delays the planning for or performance/construction and completion of the Landlord’s Work (or any portion thereof), including, but not limited to, delays resulting from any of the following:

- a. Failure by Tenant to approve the Preliminary Building Plans within the timeline set out in Section 1(c) of this Work Letter (which date will be extended one day for every day Landlord has failed to meet the deadlines imposed on it with respect to approval of same);
- b. Tenant Change Orders to the Final Building Plans;
- c. Delays caused by Tenant Change Orders including, without limitation:
  - i. Tenant Change Orders that request for materials, finishes or installations in addition to or other than Landlord’s building standard finish-out materials which results in a delay in achieving Substantial Completion;
  - ii. Tenant Change Orders with any specification by Tenant of materials with long procurement lead times when materials of comparable quality are more readily available; or
  - iii. The delays referenced in Section 3 of this Work Letter, where the scope of a Tenant Change Order result in Substantial Completion being delayed beyond the anticipated substantial completion date;
- d. Landlord’s inability to obtain, or delay in obtaining, a building permit, final Building Inspection Report or other required governmental approval, inspection, license or certificate or any necessary approval of any architectural control committee or other association required under covenants, conditions or restrictions applicable to the Building, and such inability is due to Tenant’s failure to reasonably cooperate in the approval process;
- e. Failure by Tenant to deliver the Tenant’s Racking Plan by March 15, 2023 or delays caused by Tenant’s racking; and/or
- f. Any other event or occurrence specified in the Lease or this Work Letter as a “Tenant Delay”.

The Landlord shall provide written notice to the Tenant as soon as reasonably possible with respect to any occurrence or expected occurrence of a Tenant Delay, specifying the cause of the Tenant Delay. For certainty, Landlord’s failure to provide written notice to Tenant of a Tenant Delay shall not excuse or otherwise forgive any Tenant Delay, or in any way reduce the extensions granted herein for Tenant Delay. Where requested by the Tenant, the Landlord will use reasonable efforts to mitigate the effect of any Tenant Delay(s), provided that any costs associated with such mitigation shall be at the Tenant’s sole expense.

8. Ownership of Improvements:

All of the Landlord’s Work will be owned by Landlord and, subject to Tenant’s removal and restoration obligations under the Lease, will remain in the Premises at the expiration or early termination of this Lease unless otherwise agreed in writing by Landlord.

9. Force Majeure Delays:

Notwithstanding anything to the contrary contained in this Lease, if the Landlord is bona fide delayed or prevented from the performance of any term, covenant or act required under this Work Letter, by reason of (a) strikes, lock-outs, labor disputes or troubles, material shortages, power failure, restrictive laws, orders (including, without limitation, “shelter in place” or quarantine orders, restrictions on travel, restrictions on movement of persons and restrictions on large gatherings) or regulations put in place by government authorities, epidemic, pandemic, public outbreak of disease, national, regional or local emergency, riots, protests, insurrection, sabotage, rebellion, war, embargo, adverse weather events (as applicable, in excess of any adverse weather events taken into account in the any construction schedules), acts of God, earthquake, explosion or other reason of a like nature, (b) the inability to obtain governmental or utility company approvals, permits, or licenses, the lack of (or inability to obtain) fuel, power, components, or materials required for the performance of the Landlord’s obligations hereunder, the disruption of supply chains, the disruption of transportation systems and any disruption of the labor force resulting from any of the causes set forth in (a), or (b) by reason of any other such cause beyond its control and not avoidable by the exercise of reasonable foresight and/or diligence, regardless of whether such event is foreseen or unforeseen (but excluding the inability to pay for the performance of such obligation) (any such events resulting in a bona fide delay, hindrance and/or prevention, individually and collectively, a “**Force Majeure Event**”), then performance of such term, covenant or

act shall be excused for the period of such delay caused by such Force Majeure Event (such delay, a "**Force Majeure Delay**") and the Landlord shall be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such Force Majeure Delay. For clarity, a Force Majeure Event will not entitle either the Landlord or Tenant to any compensation for any inconvenience, nuisance or discomfort thereby occasioned or permit either of them to cancel or terminate this Lease (unless a separate right of termination is otherwise expressly set forth elsewhere in this Lease). For certainty, Force Majeure Delays will include delays in achieving Substantial Completion caused by the failure of applicable governmental authorities to, in a customarily timely manner, (i) approve or disapprove applications for building permits or temporary or permanent certificates occupancy or similar permits, or (ii) to make necessary timely inspections of the Building Improvements as such are being constructed.

10. Landlord and Tenant Representatives, Construction Meetings and Reports:

The Tenant and The Landlord shall each designate in writing one or more representatives to act on its behalf in dealing with the other party in matters relating to the Landlord's Work and Tenant's Work. Each of the representatives shall (a) fully participate and cooperate with each other to ensure the orderly progression of Landlord's Work and Tenant's Work; (b) be qualified to render decisions that are within their delegation of authority or, if outside their delegation of authority, to obtain such decisions in an expedited manner to ensure scope, cost and schedule are maintained; and (c) be authorized to approve Change Orders. Each party shall be bound by any consents or approvals given by such designated representatives. Except as hereinafter provided, either party may, at any time, change its designated representative by giving a minimum of Three (3) Business Days' notice of a change of designation. The designated representatives shall exert their reasonable commercial efforts to render decisions and take actions in a timely manner so as to avoid unreasonable delay in the other party's work and actions with respect to the Landlord's Work.

- a. The Tenant hereby designates Ramesh Nedadur (email: [Ramesh.Nedadur@sierrascs.com](mailto:Ramesh.Nedadur@sierrascs.com); telephone 416-471-2519) and Nabeel Baig (email: [nabeel.baig@sierrascs.com](mailto:nabeel.baig@sierrascs.com); telephone: 416.252.2791 x 278) as its designated representatives.
- b. The Landlord hereby designates Matt Woolsey (email: [matt@yorkrealty.ca](mailto:matt@yorkrealty.ca); telephone: 780.426.7783) and Andrew Rudzitis (email: [andrew@yorkrealty.ca](mailto:andrew@yorkrealty.ca); telephone: 587.572.3175) as its designated representatives.

11. Notices: Notwithstanding anything contained in the Lease, any notices required or permitted to be sent pursuant to this Work Letter may be delivered via email to the contacts Landlord and Tenant have designated below as and when specified in the applicable provision of this Work Letter (each, an "**Email Notice**"). Either party may update its contacts below for purposes of Email Notices given pursuant to this Work Letter by sending the other party an Email Notice in accordance with this Paragraph:

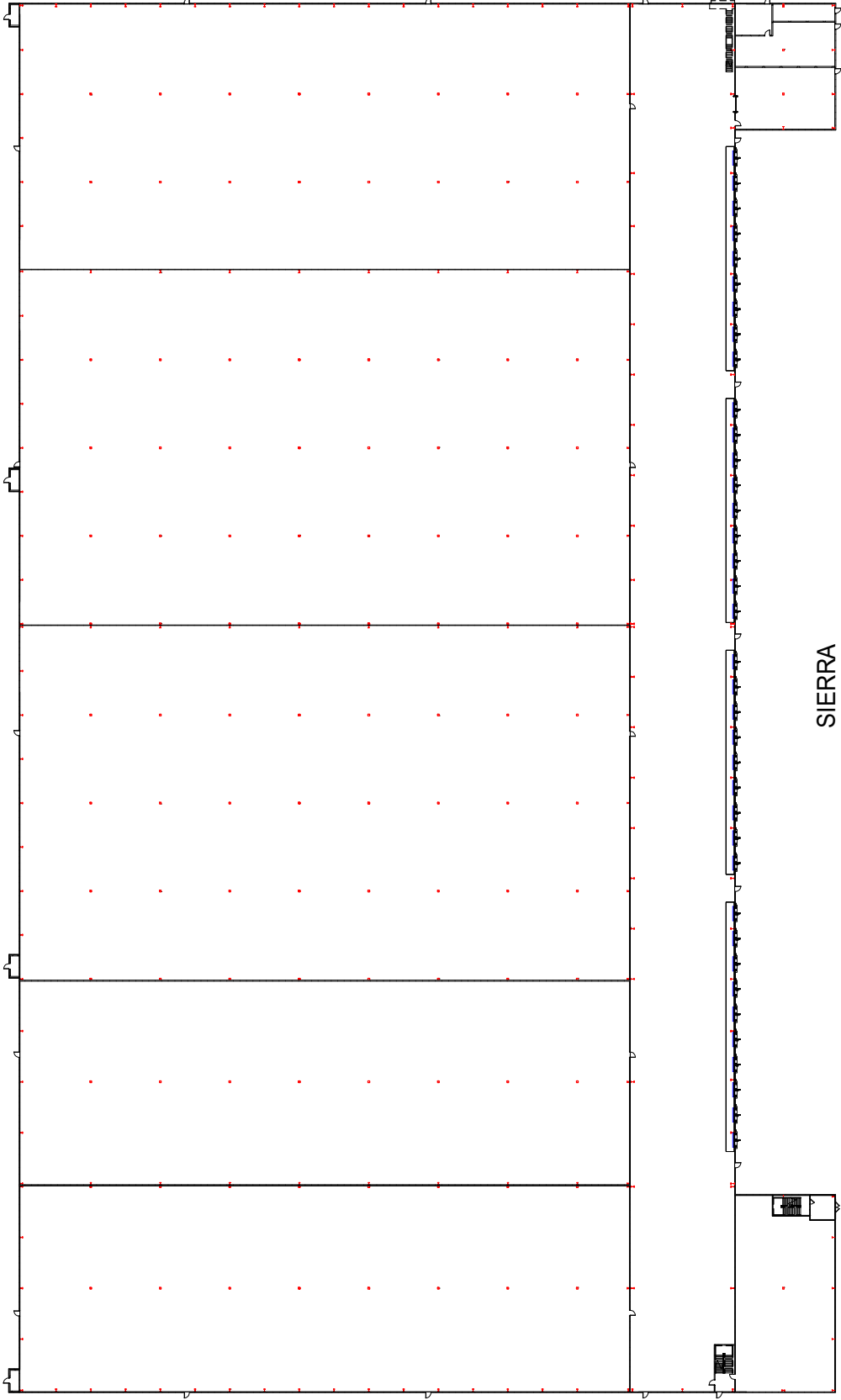
- a. For Landlord: Matt Woolsey (email: [matt@yorkrealty.ca](mailto:matt@yorkrealty.ca); telephone: 780.426.7783) and Andrew Rudzitis (email: [andrew@yorkrealty.ca](mailto:andrew@yorkrealty.ca); telephone: 587.572.3175)
- b. For Tenant: Ramesh Nedadur (email: [Ramesh.Nedadur@sierrascs.com](mailto:Ramesh.Nedadur@sierrascs.com); telephone: 416-471-2519) and Nabeel Baig (email: [nabeel.baig@sierrascs.com](mailto:nabeel.baig@sierrascs.com); telephone: 416.252.2791 x 278).

12. Defined Terms: Capitalized but undefined terms shall have the meaning set forth for such terms in the Lease of which this Work Letter is a part.

**SCHEDULE "D-1"**

**PRELIMINARY BUILDING PLANS**

[See attached]

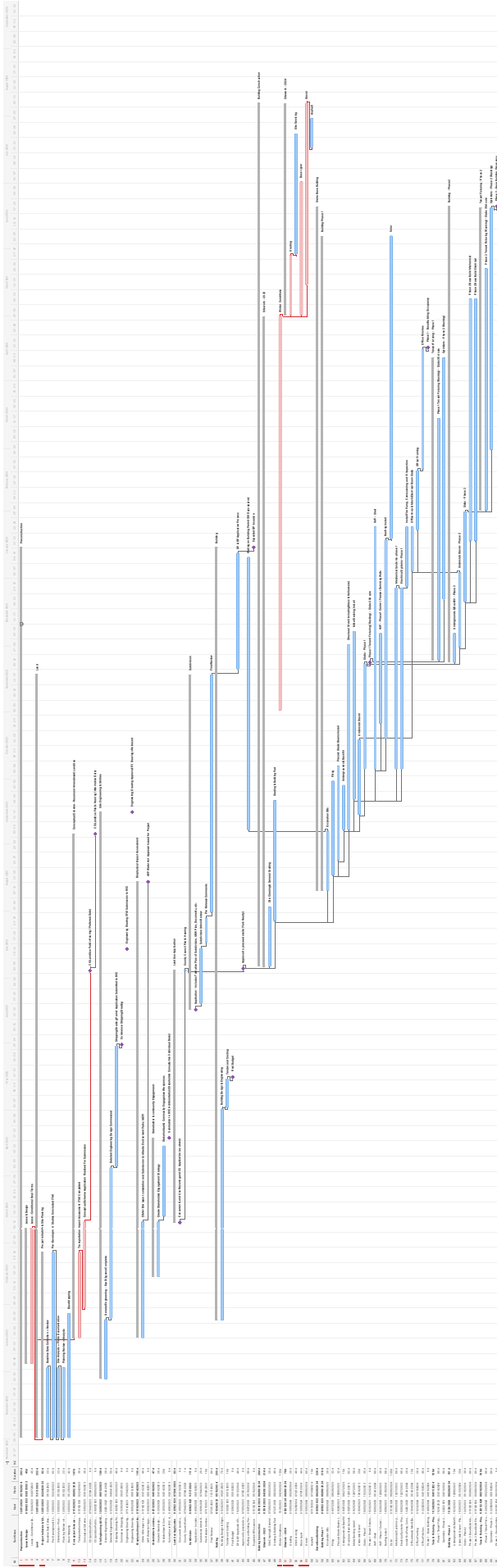


SIERRA  
 Supply Chain Services  
 Controlled Environment Distribution Building  
 Calgary, Alberta

**SCHEDULE "D-2"**

**PROJECT DEVELOPMENT SCHEDULE**

[See attached]





## SCHEDULE "E"

**SAMPLE ANNUAL INSPECTION REPORT REQUEST**

**Sierra Realty (Calgary) Corporation**  
Suite 203, 5090 Explorer Drive  
Mississauga, ON L4W 4T9  
**Attention:** Ramesh Nedadur, Vice-President  
[legal@sierrasc.com](mailto:legal@sierrasc.com).

Dear \_\_\_\_\_:

**Regarding:** Lease Agreement dated \_\_\_\_\_ with respect to the Leased Premises  
located at \_\_\_\_\_ Annual Inspection

Please be advised that we will be scheduling an annual building inspection with you shortly.

As per your lease, you are responsible for the repairs and maintenance of the Building and the Property. In preparation for this inspection, we will be asking to see service reports for the following:

- HVAC systems, including roof top units, radiate heaters, hanging heaters, MUA units, fume extractors, furnaces, hot water tanks, sumps etc.
- Overhead doors and dock levelers.
- Fire prevention systems, including panels, sprinkler systems and fire pump inspections and updating of fire extinguishers.
- Cranes and jibs.
- Racking.
- Roof and Roof Membrane.
- Evaporators, refrigeration units, fans, variable frequency drives, electrical panel and glycol pumps.

Please have these reports or inspection certificates readily available.

Please advise us if you are aware of any other issues in relation to the Building, the Building Systems, landscaping, asphalt, facilities and equipment serving the Building.

We will also want to see any chemicals and fuel storage units on site and will need a list of all chemicals and fuel stored on site.

## SCHEDULE "F"

FORM OF INDEMNITY

THIS AGREEMENT made as of and from the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

INDEMNITY AGREEMENT

IN CONSIDERATION OF **SIERRA WINDS BUSINESS PARK INC.** (the "**Landlord**") agreeing to enter into the lease agreement dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "**Lease**") with **SIERRA REALTY (CALGARY) CORPORATION** (the "**Tenant**"), with respect to 350,311 square feet, more or less, in the premises on the lands legally described as Plan 1910413, Block 1, Lot 1, excepting thereout all mines and minerals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **EASTERN MEAT SOLUTIONS INC.** (the "**Indemnifier**") hereby covenants and agrees with and in favour of the Landlord as follows:

1. The Indemnifier shall at all times during the Term of the Lease and any extension or renewal thereof indemnify and save harmless the Landlord from any loss, costs or damages arising out of any failure by the Tenant to pay the Rent, charges and other amounts, or any failure by the Tenant to perform, observe and keep each and every covenant, proviso, condition, covenant and agreement contained in the Lease. The Indemnifier shall, without limiting the generality of the foregoing, be bound by this Agreement in the same manner as though the Indemnifier were the Tenant named in the Lease. Notwithstanding the foregoing, the Indemnifier shall not have any entitlement to occupy the Leased Premises or otherwise enjoy the benefits of the tenancy under the Lease.
2. The covenants of the Indemnifier herein contained are absolute and unconditional and the obligations of the Indemnifier shall not be released, discharged, mitigated, impaired or affected by:
  - a. any neglect or forbearance of the Landlord in endeavoring to obtain payment of the Rent, charges or other amounts required to be paid under the provisions of the Lease as and when the same become due;
  - b. any delay of the Landlord in taking steps to enforce performance or observance of the covenants, provisos, conditions and agreements in the Lease on the part of the Tenant to be performed, observed and kept;
  - c. any waiver by or failure of the Landlord to enforce any of the terms, covenants and conditions contained in the Lease;
  - d. any assignment of the Lease or subletting by the Tenant, or by any trustee, receiver or liquidator or any consent which the Landlord gives to any such assignment or subletting;
  - e. any amendment to the Lease or any waiver by the Tenant of any of its rights out of the Lease;
  - f. any act or failure to act of or by the Landlord with respect to matters contained in the Lease; or
  - g. the expiration or sooner termination of the Lease.
3. The Indemnifier hereby expressly waives notice of the acceptance of this Agreement and all notice of non-performance, non-payment or non-observance on the part of the Tenant of the covenants, provisos, conditions and agreements contained in the Lease. Any notice which the Landlord desires to give to the Indemnifier shall be sufficiently given if delivered in person to the Indemnifier, or if mailed by prepaid registered mail, or certified post addressed to the Indemnifier at the Leased Premises, and every such notice shall be deemed to have been given upon the day it was so delivered in person, or if mailed, Seventy Two (72) hours after it was mailed. The Indemnifier may designate by notice in writing a substitute address for that set forth above.
4. In the event of a default under the Lease or under this Agreement, the Indemnifier waives any right to require the Landlord to pursue any other remedy whatsoever in the Landlord's power.
5. Without limiting the generality of the foregoing, the liability of the Indemnifier under this Agreement shall not be and shall not be deemed to have been waived, released, discharged, impaired or affected by reason of the release or discharge of the Tenant in receivership, bankruptcy, winding-up or other creditors' proceedings, or the rejection, disaffirmation or disclaimer of the Lease in any proceedings, and shall continue with respect to the periods prior thereto and thereafter, for and with respect to the Term as if the Lease had not been disaffirmed or disclaimed, and in furtherance thereof, the Indemnifier agrees, upon any such disaffirmation or disclaimer, that the Indemnifier shall, at the option of the Landlord, become the Tenant of the Landlord upon the same terms and conditions as are contained in the Lease, applied mutatis mutandis. The liability of the Indemnifier shall not be affected by any repossession of the Leased Premises or termination of the Lease by the Landlord, provided, however,

that the net payments received by the Landlord after deducting all costs and expenses of repossessing and reletting the Leased Premises shall be credited from time to time by the Landlord against the indebtedness of the Indemnifier hereunder and the Indemnifier shall pay any balance owing to the Landlord from time to time immediately upon demand.

6. The Indemnifier shall be responsible for and shall pay to the Landlord all costs and expenses arising out of the enforcement or attempts to enforce the covenants of the Tenant under the Lease and the covenants of the Indemnifier hereunder, including, without limitation, accountants' fees and legal fees and costs on a solicitor and his own client full indemnity basis.
7. A statement in writing of an officer of the Landlord as to the indebtedness of the Tenant and the Indemnifier to the Landlord shall be binding upon the Indemnifier and conclusive evidence against the Indemnifier, and all right to question in any way the Landlord's present or future method of dealing with the Tenant, or any person or persons now or hereafter liable to the Landlord for any indebtedness of the Tenant to the Landlord, is hereby waived.
8. The covenants of the Indemnifier shall be, remain and continue operative and binding notwithstanding the sale and disposition of the assets or business of the Tenant or Indemnifier in whole or in part to another or others, or any change in or re-organization of the Tenant, the Indemnifier or the entity resulting from the amalgamation of the Tenant or Indemnifier.
9. It is not necessary for the Landlord to inquire into the power of the Indemnifier or the Tenant, or their respective officers, directors, partners, trustees or agents acting or purporting to act on their behalf, and any indebtedness or obligation made or created in reliance upon the professed exercise of such powers shall form part of the indebtedness and covenants forming the subject matter of this Agreement, even though such indebtedness or covenants are made or created irregularly, fraudulently, defectively or informally by the Tenant or Indemnifier, or their respective officers, directors, partners, trustees or agents, and notwithstanding that the Landlord may have specific notice of the powers of the Tenant or Indemnifier, or their respective officers, directors, partners, trustees or agents.
10. No action or proceedings brought or instituted under this Agreement and no recovery in pursuance thereof shall be a bar or defence to any further action or proceeding which may be brought under this Agreement by reason of any further default hereunder or in the performance and observance of the terms, covenants and conditions contained in the Lease.
11. No modification of this Agreement shall be effective unless the same is in writing and is executed by both the Indemnifier and the Landlord.
12. If the Indemnifier named in this Agreement is a partnership or other business association, the members of which are by virtue of statutory or general law subject to personal liability, the liability of each such member is joint and several.
13. All of the terms, covenants and conditions of this Agreement extend to and are binding upon the Indemnifier and the Indemnifier's heirs, executors, administrators successors and assigns, as the case may be, and enure to the benefit of and may be enforced by the Landlord, its successors and assigns, as the case may be, and any mortgagee, chargee, trustee under a deed of trust, or other encumbrancer of all or any part of the entire premises referred to in the Lease. Any assignment by the Landlord of any of its interests in the Lease operates automatically as an assignment of the benefit of this Indemnity Agreement to the assignee of the Landlord's interests in the Lease.
14. The expressions "Landlord", "Tenant", "Rent", "Term" and "Leased Premises" and other terms or expressions where used in this Agreement have the same meaning as in the Lease.
15. This Agreement shall be construed in accordance with the laws of the Province of Alberta.

IN WITNESS WHEREOF the Indemnifier has signed and sealed this Agreement.

**EASTERN MEAT SOLUTIONS INC.**

Per: \_\_\_\_\_

Name:

Title:

I have authority to bind the corporation.

## SCHEDULE "G"

**BASIC RENT CALCULATION**

The Landlord and Tenant have agreed that Basic Rent for the first five years of the Term will be the per annum sum calculated as follows (the "**Initial Per Annum Basic Rent**"):

(Final Project Costs x Yield) + Structural and Vacancy Multiplier

The following terms have the following corresponding meanings:

"**Final Budget**" means the updated Project Budget to be prepared based on the Final Building Plans and approved by Landlord and Tenant prior to Landlord submitting its Building Permit application for the Base Building Improvements to Rocky View County;

"**Final Project Costs**" means the total Project Costs, as set out in the Final Budget;

"**Project Budget**" means the estimated budget attached as Schedule "G-1" hereof;

"**Project Costs**" means each of the types of costs set out as line items in the Project Budget attached as Schedule "G-1" hereof (including the cost for land, hard costs, soft costs, landlord contingency, tenant contingency, development management, broker fees, lender fees, and interest costs). For greater certainty, the Project Costs shall not include the cost of the racking (which shall be funded by the Tenant), or the cost of the provision, installation or maintenance of the Solar Array (the costs of which shall be addressed in a future lease amendment or separate solar agreement);

"**PSF Rate**" means the Basic Rent per square foot rate calculated by dividing the Initial Per Annum Basic Rent by the Floor Area of the Leased Premises (as defined in Section 2 of the Lease);

"**Rate Determination Date**" means the date that the Landlord is ready to submit its Building Permit application for the Base Building Improvements to Rocky View County;

"**Structural and Vacancy Multiplier**" means 1% of the amount calculated by multiplying the Final Project Costs by the Yield;

"**Yield**" means the rate that is 350 bps in excess of the market yield for Government of Canada 5-year bonds as of the Rate Determination Date, provided that the Yield shall have a floor of 6.50% and a Ceiling of 7.75%. By way of example only, a sample Yield calculation effective March 8, 2023 is included in Schedule "G-2";

The Landlord and the Tenant agree as follows:

- (a) Landlord shall provide to the Tenant information pertaining to the Project Costs that it has used for calculation of the Final Budget.
- (b) Prior to submission of the Building Permit Application to Rocky View County for the Base Building Improvements, the parties will approve the Final Budget, with their best estimates of the Project Costs.
- (c) In the event the calculation of Initial Per Annum Basic Rent set out above would result in a PSF Rate that would exceed \$20.00 in Year 1 of the Term, then:
  - (i) The calculation of the Initial Per Annum Basic Rent shall be amended so that only that portion of the Final Project Costs that will result in a PSF Rate of \$20.00 in Year 1 of the Term (the "**Threshold Final Budget Costs**") will be included in the calculation of the Initial Per Annum Basic Rent; and
  - (ii) With respect to the balance of Final Project Costs less the Threshold Final Budget Costs (the "**Excess Final Budget Costs**"), the Tenant shall, within 10 Business Days following receiving calculation of the Excess Final Budget Costs, elect to either:
    - (1) Pay to the Landlord all (or a lesser portion if so elected by the Tenant) of the Excess Final Budget Costs, in which event the Landlord may charge such Excess Final Budget Costs on a progress pay basis, and Tenant shall pay to Landlord the Excess Final Budget Costs (or any portion thereof) within Thirty (30) days after its receipt of an invoice for same; and/or
    - (2) Amortize all of the Excess Final Budget Costs (or the remaining portion of the Excess Final Budget Costs not paid by Tenant pursuant to (1) above, as the case may be) over the Term, in which event such amount shall be amortized over the first twenty (20) years of the Term, with interest accruing at a rate equal to the Yield, which interest shall be calculated semi-annually and paid monthly on the unamortized amount. The Excess Final Budget Costs payable pursuant to this Subsection (2) together with the interest accrued hereunder are

collectively referred to as the "**Rent Escalation Amount**" and the Basic Rent payable hereunder shall be increased by the Rent Escalation Amount. By way of example only, a sample calculation of the Rent Escalation Amount (based on the Yield calculation effective March 8, 2023) is included in Schedule "G-2".

## SCHEDULE "G-1"

**PROJECT BUDGET AND SAMPLE CALCULATION OF INITIAL PER ANNUM BASIC RENT****Sierra Foods****Base Building Costing Summary**

|                      |         |             |
|----------------------|---------|-------------|
| <b>Land Size</b>     | 17.28   | Acres       |
| <b>Land Cost</b>     | 700,000 | Per Acre    |
| <b>Building Size</b> | 354,000 | Square Feet |
|                      | 47.02%  |             |

|                                       |                    |                                  |
|---------------------------------------|--------------------|----------------------------------|
|                                       | <u>Budget</u>      |                                  |
| <b>LAND PURCHASE</b>                  | 12,099,019         |                                  |
| <b>BUILDING COSTS</b>                 |                    |                                  |
| Legal /Survey                         | 200,000            |                                  |
| Building Cost                         | 94,065,809         | <i>\$265.72 per square foot</i>  |
| Brokerage Costs                       | 3,971,212          |                                  |
| Tenant Rent Credit                    | -                  |                                  |
|                                       | <u>98,237,021</u>  | <i>\$277.51 per square foot</i>  |
| Contingency                           | 3,929,481          | 4.00%                            |
| Mortgage Brokerage Fee                | 242,814            | 0.25%                            |
| Finance Fee                           | 485,628            | 0.50%                            |
| Interest Costs                        | 5,205,619          |                                  |
| Development Management                | <u>4,086,660</u>   | 4.0%                             |
| <b>TOTAL NEW CONSTRUCTION</b>         | <b>112,187,224</b> | <i>\$316.91</i>                  |
| <b>TOTAL LAND &amp; BASE BUILDING</b> | <b>124,286,243</b> | <i>\$ 351.09 per square foot</i> |

**Rent Assumption - February 28, 2023**

|                        |                  |               |
|------------------------|------------------|---------------|
| Building Size          | 354,000          | sf            |
| Rent Threshold         | \$ 20.00         | psf           |
| Annual Rent            | \$ 7,080,000     | @ \$20.00 psf |
| Bonds                  | 3.55%            |               |
| Spread                 | <del>3.50%</del> |               |
| Current Yield          | 7.05%            |               |
| Total Allowable Budget | \$ 100,425,532   |               |

**Updated Costing**

|                                     |                 |       |
|-------------------------------------|-----------------|-------|
| Current Budget                      | \$ 124,286,243  |       |
| Required Savings                    | \$ (23,860,711) |       |
| Amortized 20/years, bonds + 350 BPS | \$ 2,261,042    | 7.05% |
|                                     | \$ 6.39         |       |

**Revised Rent**

|                          |              |
|--------------------------|--------------|
| Original Basic Rent      | \$ 7,080,000 |
| Amortized Basic Rent     | \$ 2,261,042 |
| Revised Total Basic Rent | \$ 9,341,042 |
|                          | \$ 26.39     |

## SCHEDULE "G-2"

**SAMPLE YIELD CALCULATION AND RENT ESCALATION AMOUNT**

By way of example only, Yield calculated as of March 8, 2023 was 7.014%, calculated as follows:

Canada 5 Year Government Bond effective the close of day March 8, 2023 was 3.514%, as retrieved from: <https://www.marketwatch.com/investing/bond/tbmkca-05y?countrycode=bx>, plus 350 bps. As the result is between the floor of 6.50% and a Ceiling of 7.75%, no further adjustment is required.

By way of example only, the Rent Escalation Amount calculated as of March 8, 2023 would be the following:

**Amortization Schedule****Input Data**

|                               |              |
|-------------------------------|--------------|
| Initial Principal             | \$10,000,000 |
| Annual, nominal interest rate | 7.014000%    |
| Amortization Period (years)   | 20           |
| Initial Date                  | 01-Apr-24    |

**Computed Data**

|                                       |        |         |         |              |
|---------------------------------------|--------|---------|---------|--------------|
| Effective Annual Rate (to 2 decimals) |        |         |         | 7.14%        |
| Periodic Interest Rate                | Annual | 6.9137% | Monthly | 0.576138%    |
| Months to Amortization                |        |         |         | 240          |
| Periodic Payment, Monthly             |        |         |         | \$ 77,012.43 |
| Rounded to nearest cent               |        |         |         | \$ 77,012.43 |
| Rounded to nearest dollar             |        |         |         | \$ 77,012.00 |

| Date      | Payment      | Interest     | Principal    | Extra Payments | Balance         |
|-----------|--------------|--------------|--------------|----------------|-----------------|
| 01-Apr-24 |              |              |              |                | 10,000,000.00   |
| 01-May-24 | \$ 77,012.43 | \$ 57,613.76 | \$ 19,398.67 |                | \$ 9,980,601.33 |
| 01-Jun-24 | \$ 77,012.43 | \$ 57,502.00 | \$ 19,510.43 |                | \$ 9,961,090.90 |
| 01-Jul-24 | \$ 77,012.43 | \$ 57,389.59 | \$ 19,622.84 |                | \$ 9,941,468.06 |
| 01-Aug-24 | \$ 77,012.43 | \$ 57,276.54 | \$ 19,735.89 |                | \$ 9,921,732.17 |
| 01-Sep-24 | \$ 77,012.43 | \$ 57,162.83 | \$ 19,849.60 |                | \$ 9,901,882.57 |
| 01-Oct-24 | \$ 77,012.43 | \$ 57,048.47 | \$ 19,963.96 |                | \$ 9,881,918.61 |
| 01-Nov-24 | \$ 77,012.43 | \$ 56,933.45 | \$ 20,078.98 |                | \$ 9,861,839.63 |
| 01-Dec-24 | \$ 77,012.43 | \$ 56,817.77 | \$ 20,194.66 |                | \$ 9,841,644.97 |
| 01-Jan-25 | \$ 77,012.43 | \$ 56,701.42 | \$ 20,311.01 |                | \$ 9,821,333.96 |
| 01-Feb-25 | \$ 77,012.43 | \$ 56,584.40 | \$ 20,428.03 |                | \$ 9,800,905.93 |
| 01-Mar-25 | \$ 77,012.43 | \$ 56,466.71 | \$ 20,545.72 |                | \$ 9,780,360.21 |
| 01-Apr-25 | \$ 77,012.43 | \$ 56,348.33 | \$ 20,664.10 |                | \$ 9,759,696.11 |
| 01-May-25 | \$ 77,012.43 | \$ 56,229.28 | \$ 20,783.15 |                | \$ 9,738,912.96 |
| 01-Jun-25 | \$ 77,012.43 | \$ 56,109.54 | \$ 20,902.89 |                | \$ 9,718,010.07 |
| 01-Jul-25 | \$ 77,012.43 | \$ 55,989.11 | \$ 21,023.32 |                | \$ 9,696,986.75 |
| 01-Aug-25 | \$ 77,012.43 | \$ 55,867.99 | \$ 21,144.44 |                | \$ 9,675,842.31 |
| 01-Sep-25 | \$ 77,012.43 | \$ 55,746.17 | \$ 21,266.26 |                | \$ 9,654,576.05 |
| 01-Oct-25 | \$ 77,012.43 | \$ 55,623.64 | \$ 21,388.79 |                | \$ 9,633,187.26 |
| 01-Nov-25 | \$ 77,012.43 | \$ 55,500.42 | \$ 21,512.01 |                | \$ 9,611,675.25 |
| 01-Dec-25 | \$ 77,012.43 | \$ 55,376.48 | \$ 21,635.95 |                | \$ 9,590,039.30 |
| 01-Jan-26 | \$ 77,012.43 | \$ 55,251.82 | \$ 21,760.61 |                | \$ 9,568,278.69 |
| 01-Feb-26 | \$ 77,012.43 | \$ 55,126.45 | \$ 21,885.98 |                | \$ 9,546,392.71 |
| 01-Mar-26 | \$ 77,012.43 | \$ 55,000.36 | \$ 22,012.07 |                | \$ 9,524,380.64 |
| 01-Apr-26 | \$ 77,012.43 | \$ 54,873.54 | \$ 22,138.89 |                | \$ 9,502,241.75 |
| 01-May-26 | \$ 77,012.43 | \$ 54,745.99 | \$ 22,266.44 |                | \$ 9,479,975.31 |
| 01-Jun-26 | \$ 77,012.43 | \$ 54,617.70 | \$ 22,394.73 |                | \$ 9,457,580.58 |
| 01-Jul-26 | \$ 77,012.43 | \$ 54,488.68 | \$ 22,523.75 |                | \$ 9,435,056.83 |
| 01-Aug-26 | \$ 77,012.43 | \$ 54,358.91 | \$ 22,653.52 |                | \$ 9,412,403.31 |
| 01-Sep-26 | \$ 77,012.43 | \$ 54,228.40 | \$ 22,784.03 |                | \$ 9,389,619.28 |
| 01-Oct-26 | \$ 77,012.43 | \$ 54,097.13 | \$ 22,915.30 |                | \$ 9,366,703.98 |
| 01-Nov-26 | \$ 77,012.43 | \$ 53,965.10 | \$ 23,047.33 |                | \$ 9,343,656.65 |

|           |              |              |              |  |                 |
|-----------|--------------|--------------|--------------|--|-----------------|
| 01-Dec-26 | \$ 77,012.43 | \$ 53,832.32 | \$ 23,180.11 |  | \$ 9,320,476.54 |
| 01-Jan-27 | \$ 77,012.43 | \$ 53,698.77 | \$ 23,313.66 |  | \$ 9,297,162.88 |
| 01-Feb-27 | \$ 77,012.43 | \$ 53,564.45 | \$ 23,447.98 |  | \$ 9,273,714.90 |
| 01-Mar-27 | \$ 77,012.43 | \$ 53,429.36 | \$ 23,583.07 |  | \$ 9,250,131.83 |
| 01-Apr-27 | \$ 77,012.43 | \$ 53,293.49 | \$ 23,718.94 |  | \$ 9,226,412.89 |
| 01-May-27 | \$ 77,012.43 | \$ 53,156.84 | \$ 23,855.59 |  | \$ 9,202,557.30 |
| 01-Jun-27 | \$ 77,012.43 | \$ 53,019.39 | \$ 23,993.04 |  | \$ 9,178,564.26 |
| 01-Jul-27 | \$ 77,012.43 | \$ 52,881.16 | \$ 24,131.27 |  | \$ 9,154,432.99 |
| 01-Aug-27 | \$ 77,012.43 | \$ 52,742.13 | \$ 24,270.30 |  | \$ 9,130,162.69 |
| 01-Sep-27 | \$ 77,012.43 | \$ 52,602.30 | \$ 24,410.13 |  | \$ 9,105,752.56 |
| 01-Oct-27 | \$ 77,012.43 | \$ 52,461.67 | \$ 24,550.76 |  | \$ 9,081,201.80 |
| 01-Nov-27 | \$ 77,012.43 | \$ 52,320.22 | \$ 24,692.21 |  | \$ 9,056,509.59 |
| 01-Dec-27 | \$ 77,012.43 | \$ 52,177.96 | \$ 24,834.47 |  | \$ 9,031,675.12 |
| 01-Jan-28 | \$ 77,012.43 | \$ 52,034.88 | \$ 24,977.55 |  | \$ 9,006,697.57 |
| 01-Feb-28 | \$ 77,012.43 | \$ 51,890.97 | \$ 25,121.46 |  | \$ 8,981,576.11 |
| 01-Mar-28 | \$ 77,012.43 | \$ 51,746.24 | \$ 25,266.19 |  | \$ 8,956,309.92 |
| 01-Apr-28 | \$ 77,012.43 | \$ 51,600.67 | \$ 25,411.76 |  | \$ 8,930,898.16 |
| 01-May-28 | \$ 77,012.43 | \$ 51,454.26 | \$ 25,558.17 |  | \$ 8,905,339.99 |
| 01-Jun-28 | \$ 77,012.43 | \$ 51,307.01 | \$ 25,705.42 |  | \$ 8,879,634.57 |
| 01-Jul-28 | \$ 77,012.43 | \$ 51,158.91 | \$ 25,853.52 |  | \$ 8,853,781.05 |
| 01-Aug-28 | \$ 77,012.43 | \$ 51,009.96 | \$ 26,002.47 |  | \$ 8,827,778.58 |
| 01-Sep-28 | \$ 77,012.43 | \$ 50,860.15 | \$ 26,152.28 |  | \$ 8,801,626.30 |
| 01-Oct-28 | \$ 77,012.43 | \$ 50,709.48 | \$ 26,302.95 |  | \$ 8,775,323.35 |
| 01-Nov-28 | \$ 77,012.43 | \$ 50,557.94 | \$ 26,454.49 |  | \$ 8,748,868.86 |
| 01-Dec-28 | \$ 77,012.43 | \$ 50,405.52 | \$ 26,606.91 |  | \$ 8,722,261.95 |
| 01-Jan-29 | \$ 77,012.43 | \$ 50,252.23 | \$ 26,760.20 |  | \$ 8,695,501.75 |
| 01-Feb-29 | \$ 77,012.43 | \$ 50,098.06 | \$ 26,914.37 |  | \$ 8,668,587.38 |
| 01-Mar-29 | \$ 77,012.43 | \$ 49,942.99 | \$ 27,069.44 |  | \$ 8,641,517.94 |
| 01-Apr-29 | \$ 77,012.43 | \$ 49,787.04 | \$ 27,225.39 |  | \$ 8,614,292.55 |
| 01-May-29 | \$ 77,012.43 | \$ 49,630.18 | \$ 27,382.25 |  | \$ 8,586,910.30 |
| 01-Jun-29 | \$ 77,012.43 | \$ 49,472.42 | \$ 27,540.01 |  | \$ 8,559,370.29 |
| 01-Jul-29 | \$ 77,012.43 | \$ 49,313.75 | \$ 27,698.68 |  | \$ 8,531,671.61 |
| 01-Aug-29 | \$ 77,012.43 | \$ 49,154.17 | \$ 27,858.26 |  | \$ 8,503,813.35 |
| 01-Sep-29 | \$ 77,012.43 | \$ 48,993.67 | \$ 28,018.76 |  | \$ 8,475,794.59 |
| 01-Oct-29 | \$ 77,012.43 | \$ 48,832.24 | \$ 28,180.19 |  | \$ 8,447,614.40 |
| 01-Nov-29 | \$ 77,012.43 | \$ 48,669.88 | \$ 28,342.55 |  | \$ 8,419,271.85 |
| 01-Dec-29 | \$ 77,012.43 | \$ 48,506.59 | \$ 28,505.84 |  | \$ 8,390,766.01 |
| 01-Jan-30 | \$ 77,012.43 | \$ 48,342.36 | \$ 28,670.07 |  | \$ 8,362,095.94 |
| 01-Feb-30 | \$ 77,012.43 | \$ 48,177.18 | \$ 28,835.25 |  | \$ 8,333,260.69 |
| 01-Mar-30 | \$ 77,012.43 | \$ 48,011.05 | \$ 29,001.38 |  | \$ 8,304,259.31 |
| 01-Apr-30 | \$ 77,012.43 | \$ 47,843.96 | \$ 29,168.47 |  | \$ 8,275,090.84 |
| 01-May-30 | \$ 77,012.43 | \$ 47,675.91 | \$ 29,336.52 |  | \$ 8,245,754.32 |
| 01-Jun-30 | \$ 77,012.43 | \$ 47,506.89 | \$ 29,505.54 |  | \$ 8,216,248.78 |
| 01-Jul-30 | \$ 77,012.43 | \$ 47,336.90 | \$ 29,675.53 |  | \$ 8,186,573.25 |
| 01-Aug-30 | \$ 77,012.43 | \$ 47,165.93 | \$ 29,846.50 |  | \$ 8,156,726.75 |
| 01-Sep-30 | \$ 77,012.43 | \$ 46,993.97 | \$ 30,018.46 |  | \$ 8,126,708.29 |
| 01-Oct-30 | \$ 77,012.43 | \$ 46,821.02 | \$ 30,191.41 |  | \$ 8,096,516.88 |
| 01-Nov-30 | \$ 77,012.43 | \$ 46,647.08 | \$ 30,365.35 |  | \$ 8,066,151.53 |
| 01-Dec-30 | \$ 77,012.43 | \$ 46,472.13 | \$ 30,540.30 |  | \$ 8,035,611.23 |
| 01-Jan-31 | \$ 77,012.43 | \$ 46,296.18 | \$ 30,716.25 |  | \$ 8,004,894.98 |
| 01-Feb-31 | \$ 77,012.43 | \$ 46,119.21 | \$ 30,893.22 |  | \$ 7,974,001.76 |
| 01-Mar-31 | \$ 77,012.43 | \$ 45,941.22 | \$ 31,071.21 |  | \$ 7,942,930.55 |
| 01-Apr-31 | \$ 77,012.43 | \$ 45,762.21 | \$ 31,250.22 |  | \$ 7,911,680.33 |
| 01-May-31 | \$ 77,012.43 | \$ 45,582.17 | \$ 31,430.26 |  | \$ 7,880,250.07 |
| 01-Jun-31 | \$ 77,012.43 | \$ 45,401.08 | \$ 31,611.35 |  | \$ 7,848,638.72 |
| 01-Jul-31 | \$ 77,012.43 | \$ 45,218.96 | \$ 31,793.47 |  | \$ 7,816,845.25 |
| 01-Aug-31 | \$ 77,012.43 | \$ 45,035.79 | \$ 31,976.64 |  | \$ 7,784,868.61 |
| 01-Sep-31 | \$ 77,012.43 | \$ 44,851.56 | \$ 32,160.87 |  | \$ 7,752,707.74 |
| 01-Oct-31 | \$ 77,012.43 | \$ 44,666.27 | \$ 32,346.16 |  | \$ 7,720,361.58 |
| 01-Nov-31 | \$ 77,012.43 | \$ 44,479.91 | \$ 32,532.52 |  | \$ 7,687,829.06 |
| 01-Dec-31 | \$ 77,012.43 | \$ 44,292.47 | \$ 32,719.96 |  | \$ 7,655,109.10 |
| 01-Jan-32 | \$ 77,012.43 | \$ 44,103.96 | \$ 32,908.47 |  | \$ 7,622,200.63 |
| 01-Feb-32 | \$ 77,012.43 | \$ 43,914.36 | \$ 33,098.07 |  | \$ 7,589,102.56 |



|           |              |              |              |                 |
|-----------|--------------|--------------|--------------|-----------------|
| 01-Mar-32 | \$ 77,012.43 | \$ 43,723.67 | \$ 33,288.76 | \$ 7,555,813.80 |
| 01-Apr-32 | \$ 77,012.43 | \$ 43,531.89 | \$ 33,480.54 | \$ 7,522,333.26 |
| 01-May-32 | \$ 77,012.43 | \$ 43,338.99 | \$ 33,673.44 | \$ 7,488,659.82 |
| 01-Jun-32 | \$ 77,012.43 | \$ 43,144.99 | \$ 33,867.44 | \$ 7,454,792.38 |
| 01-Jul-32 | \$ 77,012.43 | \$ 42,949.86 | \$ 34,062.57 | \$ 7,420,729.81 |
| 01-Aug-32 | \$ 77,012.43 | \$ 42,753.62 | \$ 34,258.81 | \$ 7,386,471.00 |
| 01-Sep-32 | \$ 77,012.43 | \$ 42,556.24 | \$ 34,456.19 | \$ 7,352,014.81 |
| 01-Oct-32 | \$ 77,012.43 | \$ 42,357.72 | \$ 34,654.71 | \$ 7,317,360.10 |
| 01-Nov-32 | \$ 77,012.43 | \$ 42,158.06 | \$ 34,854.37 | \$ 7,282,505.73 |
| 01-Dec-32 | \$ 77,012.43 | \$ 41,957.25 | \$ 35,055.18 | \$ 7,247,450.55 |
| 01-Jan-33 | \$ 77,012.43 | \$ 41,755.29 | \$ 35,257.14 | \$ 7,212,193.41 |
| 01-Feb-33 | \$ 77,012.43 | \$ 41,552.16 | \$ 35,460.27 | \$ 7,176,733.14 |
| 01-Mar-33 | \$ 77,012.43 | \$ 41,347.86 | \$ 35,664.57 | \$ 7,141,068.57 |
| 01-Apr-33 | \$ 77,012.43 | \$ 41,142.38 | \$ 35,870.05 | \$ 7,105,198.52 |
| 01-May-33 | \$ 77,012.43 | \$ 40,935.72 | \$ 36,076.71 | \$ 7,069,121.81 |
| 01-Jun-33 | \$ 77,012.43 | \$ 40,727.87 | \$ 36,284.56 | \$ 7,032,837.25 |
| 01-Jul-33 | \$ 77,012.43 | \$ 40,518.82 | \$ 36,493.61 | \$ 6,996,343.64 |
| 01-Aug-33 | \$ 77,012.43 | \$ 40,308.57 | \$ 36,703.86 | \$ 6,959,639.78 |
| 01-Sep-33 | \$ 77,012.43 | \$ 40,097.10 | \$ 36,915.33 | \$ 6,922,724.45 |
| 01-Oct-33 | \$ 77,012.43 | \$ 39,884.42 | \$ 37,128.01 | \$ 6,885,596.44 |
| 01-Nov-33 | \$ 77,012.43 | \$ 39,670.51 | \$ 37,341.92 | \$ 6,848,254.52 |
| 01-Dec-33 | \$ 77,012.43 | \$ 39,455.37 | \$ 37,557.06 | \$ 6,810,697.46 |
| 01-Jan-34 | \$ 77,012.43 | \$ 39,238.99 | \$ 37,773.44 | \$ 6,772,924.02 |
| 01-Feb-34 | \$ 77,012.43 | \$ 39,021.36 | \$ 37,991.07 | \$ 6,734,932.95 |
| 01-Mar-34 | \$ 77,012.43 | \$ 38,802.48 | \$ 38,209.95 | \$ 6,696,723.00 |
| 01-Apr-34 | \$ 77,012.43 | \$ 38,582.34 | \$ 38,430.09 | \$ 6,658,292.91 |
| 01-May-34 | \$ 77,012.43 | \$ 38,360.93 | \$ 38,651.50 | \$ 6,619,641.41 |
| 01-Jun-34 | \$ 77,012.43 | \$ 38,138.24 | \$ 38,874.19 | \$ 6,580,767.22 |
| 01-Jul-34 | \$ 77,012.43 | \$ 37,914.28 | \$ 39,098.15 | \$ 6,541,669.07 |
| 01-Aug-34 | \$ 77,012.43 | \$ 37,689.02 | \$ 39,323.41 | \$ 6,502,345.66 |
| 01-Sep-34 | \$ 77,012.43 | \$ 37,462.46 | \$ 39,549.97 | \$ 6,462,795.69 |
| 01-Oct-34 | \$ 77,012.43 | \$ 37,234.60 | \$ 39,777.83 | \$ 6,423,017.86 |
| 01-Nov-34 | \$ 77,012.43 | \$ 37,005.42 | \$ 40,007.01 | \$ 6,383,010.85 |
| 01-Dec-34 | \$ 77,012.43 | \$ 36,774.93 | \$ 40,237.50 | \$ 6,342,773.35 |
| 01-Jan-35 | \$ 77,012.43 | \$ 36,543.10 | \$ 40,469.33 | \$ 6,302,304.02 |
| 01-Feb-35 | \$ 77,012.43 | \$ 36,309.94 | \$ 40,702.49 | \$ 6,261,601.53 |
| 01-Mar-35 | \$ 77,012.43 | \$ 36,075.44 | \$ 40,936.99 | \$ 6,220,664.54 |
| 01-Apr-35 | \$ 77,012.43 | \$ 35,839.59 | \$ 41,172.84 | \$ 6,179,491.70 |
| 01-May-35 | \$ 77,012.43 | \$ 35,602.38 | \$ 41,410.05 | \$ 6,138,081.65 |
| 01-Jun-35 | \$ 77,012.43 | \$ 35,363.80 | \$ 41,648.63 | \$ 6,096,433.02 |
| 01-Jul-35 | \$ 77,012.43 | \$ 35,123.84 | \$ 41,888.59 | \$ 6,054,544.43 |
| 01-Aug-35 | \$ 77,012.43 | \$ 34,882.51 | \$ 42,129.92 | \$ 6,012,414.51 |
| 01-Sep-35 | \$ 77,012.43 | \$ 34,639.78 | \$ 42,372.65 | \$ 5,970,041.86 |
| 01-Oct-35 | \$ 77,012.43 | \$ 34,395.66 | \$ 42,616.77 | \$ 5,927,425.09 |
| 01-Nov-35 | \$ 77,012.43 | \$ 34,150.13 | \$ 42,862.30 | \$ 5,884,562.79 |
| 01-Dec-35 | \$ 77,012.43 | \$ 33,903.18 | \$ 43,109.25 | \$ 5,841,453.54 |
| 01-Jan-36 | \$ 77,012.43 | \$ 33,654.81 | \$ 43,357.62 | \$ 5,798,095.92 |
| 01-Feb-36 | \$ 77,012.43 | \$ 33,405.01 | \$ 43,607.42 | \$ 5,754,488.50 |
| 01-Mar-36 | \$ 77,012.43 | \$ 33,153.77 | \$ 43,858.66 | \$ 5,710,629.84 |
| 01-Apr-36 | \$ 77,012.43 | \$ 32,901.09 | \$ 44,111.34 | \$ 5,666,518.50 |
| 01-May-36 | \$ 77,012.43 | \$ 32,646.94 | \$ 44,365.49 | \$ 5,622,153.01 |
| 01-Jun-36 | \$ 77,012.43 | \$ 32,391.34 | \$ 44,621.09 | \$ 5,577,531.92 |
| 01-Jul-36 | \$ 77,012.43 | \$ 32,134.26 | \$ 44,878.17 | \$ 5,532,653.75 |
| 01-Aug-36 | \$ 77,012.43 | \$ 31,875.70 | \$ 45,136.73 | \$ 5,487,517.02 |
| 01-Sep-36 | \$ 77,012.43 | \$ 31,615.65 | \$ 45,396.78 | \$ 5,442,120.24 |
| 01-Oct-36 | \$ 77,012.43 | \$ 31,354.10 | \$ 45,658.33 | \$ 5,396,461.91 |
| 01-Nov-36 | \$ 77,012.43 | \$ 31,091.05 | \$ 45,921.38 | \$ 5,350,540.53 |
| 01-Dec-36 | \$ 77,012.43 | \$ 30,826.48 | \$ 46,185.95 | \$ 5,304,354.58 |
| 01-Jan-37 | \$ 77,012.43 | \$ 30,560.38 | \$ 46,452.05 | \$ 5,257,902.53 |
| 01-Feb-37 | \$ 77,012.43 | \$ 30,292.75 | \$ 46,719.68 | \$ 5,211,182.85 |
| 01-Mar-37 | \$ 77,012.43 | \$ 30,023.58 | \$ 46,988.85 | \$ 5,164,194.00 |
| 01-Apr-37 | \$ 77,012.43 | \$ 29,752.86 | \$ 47,259.57 | \$ 5,116,934.43 |
| 01-May-37 | \$ 77,012.43 | \$ 29,480.58 | \$ 47,531.85 | \$ 5,069,402.58 |

|           |              |              |              |  |                 |
|-----------|--------------|--------------|--------------|--|-----------------|
| 01-Jun-37 | \$ 77,012.43 | \$ 29,206.74 | \$ 47,805.69 |  | \$ 5,021,596.89 |
| 01-Jul-37 | \$ 77,012.43 | \$ 28,931.31 | \$ 48,081.12 |  | \$ 4,973,515.77 |
| 01-Aug-37 | \$ 77,012.43 | \$ 28,654.30 | \$ 48,358.13 |  | \$ 4,925,157.64 |
| 01-Sep-37 | \$ 77,012.43 | \$ 28,375.69 | \$ 48,636.74 |  | \$ 4,876,520.90 |
| 01-Oct-37 | \$ 77,012.43 | \$ 28,095.47 | \$ 48,916.96 |  | \$ 4,827,603.94 |
| 01-Nov-37 | \$ 77,012.43 | \$ 27,813.64 | \$ 49,198.79 |  | \$ 4,778,405.15 |
| 01-Dec-37 | \$ 77,012.43 | \$ 27,530.19 | \$ 49,482.24 |  | \$ 4,728,922.91 |
| 01-Jan-38 | \$ 77,012.43 | \$ 27,245.10 | \$ 49,767.33 |  | \$ 4,679,155.58 |
| 01-Feb-38 | \$ 77,012.43 | \$ 26,958.38 | \$ 50,054.05 |  | \$ 4,629,101.53 |
| 01-Mar-38 | \$ 77,012.43 | \$ 26,670.00 | \$ 50,342.43 |  | \$ 4,578,759.10 |
| 01-Apr-38 | \$ 77,012.43 | \$ 26,379.95 | \$ 50,632.48 |  | \$ 4,528,126.62 |
| 01-May-38 | \$ 77,012.43 | \$ 26,088.24 | \$ 50,924.19 |  | \$ 4,477,202.43 |
| 01-Jun-38 | \$ 77,012.43 | \$ 25,794.85 | \$ 51,217.58 |  | \$ 4,425,984.85 |
| 01-Jul-38 | \$ 77,012.43 | \$ 25,499.76 | \$ 51,512.67 |  | \$ 4,374,472.18 |
| 01-Aug-38 | \$ 77,012.43 | \$ 25,202.98 | \$ 51,809.45 |  | \$ 4,322,662.73 |
| 01-Sep-38 | \$ 77,012.43 | \$ 24,904.49 | \$ 52,107.94 |  | \$ 4,270,554.79 |
| 01-Oct-38 | \$ 77,012.43 | \$ 24,604.27 | \$ 52,408.16 |  | \$ 4,218,146.63 |
| 01-Nov-38 | \$ 77,012.43 | \$ 24,302.33 | \$ 52,710.10 |  | \$ 4,165,436.53 |
| 01-Dec-38 | \$ 77,012.43 | \$ 23,998.65 | \$ 53,013.78 |  | \$ 4,112,422.75 |
| 01-Jan-39 | \$ 77,012.43 | \$ 23,693.21 | \$ 53,319.22 |  | \$ 4,059,103.53 |
| 01-Feb-39 | \$ 77,012.43 | \$ 23,386.02 | \$ 53,626.41 |  | \$ 4,005,477.12 |
| 01-Mar-39 | \$ 77,012.43 | \$ 23,077.06 | \$ 53,935.37 |  | \$ 3,951,541.75 |
| 01-Apr-39 | \$ 77,012.43 | \$ 22,766.32 | \$ 54,246.11 |  | \$ 3,897,295.64 |
| 01-May-39 | \$ 77,012.43 | \$ 22,453.79 | \$ 54,558.64 |  | \$ 3,842,737.00 |
| 01-Jun-39 | \$ 77,012.43 | \$ 22,139.45 | \$ 54,872.98 |  | \$ 3,787,864.02 |
| 01-Jul-39 | \$ 77,012.43 | \$ 21,823.31 | \$ 55,189.12 |  | \$ 3,732,674.90 |
| 01-Aug-39 | \$ 77,012.43 | \$ 21,505.34 | \$ 55,507.09 |  | \$ 3,677,167.81 |
| 01-Sep-39 | \$ 77,012.43 | \$ 21,185.55 | \$ 55,826.88 |  | \$ 3,621,340.93 |
| 01-Oct-39 | \$ 77,012.43 | \$ 20,863.91 | \$ 56,148.52 |  | \$ 3,565,192.41 |
| 01-Nov-39 | \$ 77,012.43 | \$ 20,540.41 | \$ 56,472.02 |  | \$ 3,508,720.39 |
| 01-Dec-39 | \$ 77,012.43 | \$ 20,215.06 | \$ 56,797.37 |  | \$ 3,451,923.02 |
| 01-Jan-40 | \$ 77,012.43 | \$ 19,887.83 | \$ 57,124.60 |  | \$ 3,394,798.42 |
| 01-Feb-40 | \$ 77,012.43 | \$ 19,558.71 | \$ 57,453.72 |  | \$ 3,337,344.70 |
| 01-Mar-40 | \$ 77,012.43 | \$ 19,227.70 | \$ 57,784.73 |  | \$ 3,279,559.97 |
| 01-Apr-40 | \$ 77,012.43 | \$ 18,894.78 | \$ 58,117.65 |  | \$ 3,221,442.32 |
| 01-May-40 | \$ 77,012.43 | \$ 18,559.94 | \$ 58,452.49 |  | \$ 3,162,989.83 |
| 01-Jun-40 | \$ 77,012.43 | \$ 18,223.17 | \$ 58,789.26 |  | \$ 3,104,200.57 |
| 01-Jul-40 | \$ 77,012.43 | \$ 17,884.47 | \$ 59,127.96 |  | \$ 3,045,072.61 |
| 01-Aug-40 | \$ 77,012.43 | \$ 17,543.81 | \$ 59,468.62 |  | \$ 2,985,603.99 |
| 01-Sep-40 | \$ 77,012.43 | \$ 17,201.19 | \$ 59,811.24 |  | \$ 2,925,792.75 |
| 01-Oct-40 | \$ 77,012.43 | \$ 16,856.59 | \$ 60,155.84 |  | \$ 2,865,636.91 |
| 01-Nov-40 | \$ 77,012.43 | \$ 16,510.01 | \$ 60,502.42 |  | \$ 2,805,134.49 |
| 01-Dec-40 | \$ 77,012.43 | \$ 16,161.43 | \$ 60,851.00 |  | \$ 2,744,283.49 |
| 01-Jan-41 | \$ 77,012.43 | \$ 15,810.85 | \$ 61,201.58 |  | \$ 2,683,081.91 |
| 01-Feb-41 | \$ 77,012.43 | \$ 15,458.24 | \$ 61,554.19 |  | \$ 2,621,527.72 |
| 01-Mar-41 | \$ 77,012.43 | \$ 15,103.61 | \$ 61,908.82 |  | \$ 2,559,618.90 |
| 01-Apr-41 | \$ 77,012.43 | \$ 14,746.93 | \$ 62,265.50 |  | \$ 2,497,353.40 |
| 01-May-41 | \$ 77,012.43 | \$ 14,388.19 | \$ 62,624.24 |  | \$ 2,434,729.16 |
| 01-Jun-41 | \$ 77,012.43 | \$ 14,027.39 | \$ 62,985.04 |  | \$ 2,371,744.12 |
| 01-Jul-41 | \$ 77,012.43 | \$ 13,664.51 | \$ 63,347.92 |  | \$ 2,308,396.20 |
| 01-Aug-41 | \$ 77,012.43 | \$ 13,299.54 | \$ 63,712.89 |  | \$ 2,244,683.31 |
| 01-Sep-41 | \$ 77,012.43 | \$ 12,932.46 | \$ 64,079.97 |  | \$ 2,180,603.34 |
| 01-Oct-41 | \$ 77,012.43 | \$ 12,563.28 | \$ 64,449.15 |  | \$ 2,116,154.19 |
| 01-Nov-41 | \$ 77,012.43 | \$ 12,191.96 | \$ 64,820.47 |  | \$ 2,051,333.72 |
| 01-Dec-41 | \$ 77,012.43 | \$ 11,818.51 | \$ 65,193.92 |  | \$ 1,986,139.80 |
| 01-Jan-42 | \$ 77,012.43 | \$ 11,442.90 | \$ 65,569.53 |  | \$ 1,920,570.27 |
| 01-Feb-42 | \$ 77,012.43 | \$ 11,065.13 | \$ 65,947.30 |  | \$ 1,854,622.97 |
| 01-Mar-42 | \$ 77,012.43 | \$ 10,685.18 | \$ 66,327.25 |  | \$ 1,788,295.72 |
| 01-Apr-42 | \$ 77,012.43 | \$ 10,303.04 | \$ 66,709.39 |  | \$ 1,721,586.33 |
| 01-May-42 | \$ 77,012.43 | \$ 9,918.71  | \$ 67,093.72 |  | \$ 1,654,492.61 |
| 01-Jun-42 | \$ 77,012.43 | \$ 9,532.15  | \$ 67,480.28 |  | \$ 1,587,012.33 |
| 01-Jul-42 | \$ 77,012.43 | \$ 9,143.37  | \$ 67,869.06 |  | \$ 1,519,143.27 |
| 01-Aug-42 | \$ 77,012.43 | \$ 8,752.36  | \$ 68,260.07 |  | \$ 1,450,883.20 |

|           |              |             |              |  |                 |
|-----------|--------------|-------------|--------------|--|-----------------|
| 01-Sep-42 | \$ 77,012.43 | \$ 8,359.08 | \$ 68,653.35 |  | \$ 1,382,229.85 |
| 01-Oct-42 | \$ 77,012.43 | \$ 7,963.55 | \$ 69,048.88 |  | \$ 1,313,180.97 |
| 01-Nov-42 | \$ 77,012.43 | \$ 7,565.73 | \$ 69,446.70 |  | \$ 1,243,734.27 |
| 01-Dec-42 | \$ 77,012.43 | \$ 7,165.62 | \$ 69,846.81 |  | \$ 1,173,887.46 |
| 01-Jan-43 | \$ 77,012.43 | \$ 6,763.21 | \$ 70,249.22 |  | \$ 1,103,638.24 |
| 01-Feb-43 | \$ 77,012.43 | \$ 6,358.48 | \$ 70,653.95 |  | \$ 1,032,984.29 |
| 01-Mar-43 | \$ 77,012.43 | \$ 5,951.41 | \$ 71,061.02 |  | \$ 961,923.27   |
| 01-Apr-43 | \$ 77,012.43 | \$ 5,542.00 | \$ 71,470.43 |  | \$ 890,452.84   |
| 01-May-43 | \$ 77,012.43 | \$ 5,130.23 | \$ 71,882.20 |  | \$ 818,570.64   |
| 01-Jun-43 | \$ 77,012.43 | \$ 4,716.09 | \$ 72,296.34 |  | \$ 746,274.30   |
| 01-Jul-43 | \$ 77,012.43 | \$ 4,299.57 | \$ 72,712.86 |  | \$ 673,561.44   |
| 01-Aug-43 | \$ 77,012.43 | \$ 3,880.64 | \$ 73,131.79 |  | \$ 600,429.65   |
| 01-Sep-43 | \$ 77,012.43 | \$ 3,459.30 | \$ 73,553.13 |  | \$ 526,876.52   |
| 01-Oct-43 | \$ 77,012.43 | \$ 3,035.53 | \$ 73,976.90 |  | \$ 452,899.62   |
| 01-Nov-43 | \$ 77,012.43 | \$ 2,609.33 | \$ 74,403.10 |  | \$ 378,496.52   |
| 01-Dec-43 | \$ 77,012.43 | \$ 2,180.66 | \$ 74,831.77 |  | \$ 303,664.75   |
| 01-Jan-44 | \$ 77,012.43 | \$ 1,749.53 | \$ 75,262.90 |  | \$ 228,401.85   |
| 01-Feb-44 | \$ 77,012.43 | \$ 1,315.91 | \$ 75,696.52 |  | \$ 152,705.33   |
| 01-Mar-44 | \$ 77,012.43 | \$ 879.79   | \$ 76,132.64 |  | \$ 76,572.69    |
| 01-Apr-44 | \$ 77,012.43 | \$ 441.16   | \$ 76,571.27 |  | \$ 1.42         |

This is **Exhibit "LL"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Douglas Montgomery". The signature is written in a cursive style with a large, stylized initial "D" and "M".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)



## RE: BMT0697221OS Attached Image [PROTECT]

christopher@yorkrealty.ca

**Received:** Nov 19, 2024 3:15 PM  
**Expires:** Feb 17, 2025 3:15 PM  
**From:** matt@yorkrealty.ca  
**To:** christopher@yorkrealty.ca, koye.sanni@bmo.com  
**Cc:** srinath.perera@bmo.com, alain.bagirakandi@bmo.com, normand.girard@bmo.com  
**Subject:** RE: BMT0697221OS Attached Image [PROTECT]

This message was sent securely using Zix®

Hi Alain,

Further to my last email, can you please provide us with a copy of the Letter of Credit?

Thanks,  
Matt

--- Originally sent by christopher@yorkrealty.ca on Nov 18, 2024 1:27 PM ---

This message was sent securely using Zix®

Hello Koye,

Given the earlier challenges we had in having faxes come through, I have submitted to the three separate fax lines you earlier provided:

1-416-598-6071  
1-416-598-6075  
1-416-598-6076

Fax confirmations are attached.

Thanks,  
Christopher

--- Originally sent by koye.sanni@bmo.com on Nov 18, 2024 1:04 PM ---

This message was sent securely using Zix®

Hi Christopher,

Kindly present the claim via fax.

-----  
Best regards,

Koye Sanni

Service Specialist, Standby Letters of Credit & Guarantees

Global Trade Operations

250 Yonge Street, 11<sup>th</sup> Floor

Toronto, Ontario

M5B 2L7

[koye.sanni@bmo.com](mailto:koye.sanni@bmo.com)

Tel: 416-263-0142

Please direct all *New Standby & Guarantees application and amendment requests only* to [BMOGTO.SBLCGTEENewApplications@bmo.com](mailto:BMOGTO.SBLCGTEENewApplications@bmo.com)

**From:** christopher@yorkrealty.ca <christopher@yorkrealty.ca>

**Sent:** Monday, November 18, 2024 1:48 PM

**To:** Sanni, Koye <Koye.Sanni@bmo.com>

**Cc:** Bagirakandi, Alain <Alain.Bagirakandi@bmo.com>; matt@yorkrealty.ca; Girard, Normand <normand.girard@bmo.com>; Perera, Srinath <SRINATH.PERERA@bmo.com>

**Subject:** RE: BMT0697221OS Attached Image [PROTECT]

This message was sent securely using Zix<sup>®</sup>

Thanks Koye. See attached demand letter with requested revisions.

Note, as I have shared all along, we were not provided with the original of the LC. I have included here the draft version of the LC that we were provided along with the applicant's email confirmation of having approved the LC for release (which the receipt of the original notice of non-renewal, also attached, confirms was in fact issued as required to us as beneficiary.)

Thanks,

Christopher

--- Originally sent by koye.sanni@bmo.com on Nov 18, 2024 10:50 AM ---

This message was sent securely using Zix<sup>®</sup>

Hi Christopher,

Please note the following discrepancies noted on the revised draft of the demand-

-copy of the letter of credit not presented.

-Beneficiary's Certificate should be signed by the beneficiary.

-For consistency purpose you may consider adding currency under Standby Letter of Credit Amount to show as CAD1,500,000.

-Remove authentication under Signature bloc.

---

Best regards,

Koye Sanni

Service Specialist, Standby Letters of Credit & Guarantees

**BMO Financial Group**

**Global Trade Operations**

250 Yonge Street, 11<sup>th</sup> Floor

Toronto, Ontario

M5B 2L7

[koye.sanni@bmo.com](mailto:koye.sanni@bmo.com)

Tel: 416-263-0142

Please direct all *New Standby & Guarantees application and amendment requests only* to [BMOGTO.SBLCGTEENewApplications@bmo.com](mailto:BMOGTO.SBLCGTEENewApplications@bmo.com)

**From:** christopher@yorkrealty.ca <christopher@yorkrealty.ca>

**Sent:** Friday, November 15, 2024 6:08 PM

**To:** Sanni, Koye <Koye.Sanni@bmo.com>

**Cc:** Girard, Normand <normand.girard@bmo.com>; matt@yorkrealty.ca; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com>; Perera, Srinath <SRINATH.PERERA@bmo.com>

**Subject:** RE: BMTO697221OS Attached Image [PROTECT]

This message was sent securely using Zix<sup>®</sup>

Thank you for the review. Please see attached draft. If satisfactory, we will have it promptly executed and notarized.

Thanks,

Christopher

--- Originally sent by koye.sanni@bmo.com on Nov 15, 2024 3:21 PM ---

This message was sent securely using Zix<sup>®</sup>

Hi Christopher,

Please see attached discrepancy advice per your demand.

Kindly review and make the required corrections.

We recommend you send draft of the revised demand to us via email so we could review and confirm before you send the final version.

---

Best regards,

Koye Sanni

Service Specialist, Standby Letters of Credit & Guarantees

**BMO Financial Group**

**Global Trade Operations**

250 Yonge Street, 11<sup>th</sup> Floor

Toronto, Ontario

M5B 2L7

[koye.sanni@bmo.com](mailto:koye.sanni@bmo.com)

Tel: 416-263-0142

Please direct all *New Standby & Guarantees application and amendment requests only* to [BMOGTO.SBLCGTEENewApplications@bmo.com](mailto:BMOGTO.SBLCGTEENewApplications@bmo.com)

**From:** Christopher Drobot <[christopher@yorkrealty.ca](mailto:christopher@yorkrealty.ca)>

**Sent:** Friday, November 15, 2024 12:21 PM

**To:** Bagirakandi, Alain <[Alain.Bagirakandi@bmo.com](mailto:Alain.Bagirakandi@bmo.com)>; Perera, Srinath <[SRINATH.PERERA@bmo.com](mailto:SRINATH.PERERA@bmo.com)>

**Cc:** Sanni, Koye <[Koye.Sanni@bmo.com](mailto:Koye.Sanni@bmo.com)>; Matt Woolsey <[matt@yorkrealty.ca](mailto:matt@yorkrealty.ca)>; Girard, Normand <[normand.girard@bmo.com](mailto:normand.girard@bmo.com)>

**Subject:** Re: BMT0697221OS Attached Image

Hello,

Can you please provide an update on your fax system's ability to receive transmissions?

Or, alternatively can you please confirm the email attachment of the letter which I have already provided will suffice?

We've provided numerous confirmations that our faxes have gone through to the numbers provided. We're simply looking for BMO to confirm receipt of the demand letter.

Thanks,

**Christopher Drobot**

*Director, Capital Solutions*

**P** 780.421.4000 Ext. 2010 **D**

825.480.4523 **C**

780.699.3694

10303 Jasper Avenue, Suite 1600

Edmonton , Alberta T5J 3N6

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*Property Solutions Simplified*

®

**From:** Bagirakandi, Alain <[Alain.Bagirakandi@bmo.com](mailto:Alain.Bagirakandi@bmo.com)>

**Sent:** Thursday, November 14, 2024 3:45:55 PM

**To:** Christopher Drobot <[christopher@yorkrealty.ca](mailto:christopher@yorkrealty.ca)>; Perera, Srinath <[SRINATH.PERERA@bmo.com](mailto:SRINATH.PERERA@bmo.com)>

**Cc:** Sanni, Koye <[Koye.Sanni@bmo.com](mailto:Koye.Sanni@bmo.com)>

**Subject:** RE: BMT0697221OS Attached Image

Hi Christopher,



We are currently investigating with our teams onsite and will revert to you as soon as possible.

313

Sorry for any inconvenience.

Regards

Alain Bagirakandi CDCS

Team Lead, Standby Letters of Credit and Guarantees

Bank of Montreal and BMO Bank N.A.

Global Trade Operations

250 Yonge St., 11th Floor, Toronto ON, M5B 2L7

Tel: 416 598 6592 | Fax: 416 598 6075

alain.bagirakandi@bmo.com

Please direct all New Standby & Guarantees application and amendment requests only to BMO- Global Trade Operations at BMOGTO.SBLCGTEENewApplications@bmo.com

**From:** Christopher Drobot <christopher@yorkrealty.ca >  
**Sent:** Thursday, November 14, 2024 5:25 PM  
**To:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Cc:** Sanni, Koye <Koye.Sanni@bmo.com >; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com >  
**Subject:** RE: BMTO697221OS Attached Image

Hello all,

Per below, I've attempted to fax multiple times to the numbers provided and continue to be told these haven't been received. I have verified that our fax machine is sending correctly.

Please confirm your receipt of the demand under BMTO697221OS, and, if still not received, please provide a functioning fax number to which I can send the letter.

Thanks,

**Christopher Drobot** *Director, Capital Solutions*  
P 780.421.4000 Ext. 2010 D 825.480.4523 C 780.699.3694

10303 Jasper Avenue, Suite 1600  
Edmonton , Alberta T5J 3N6

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**From:** Christopher Drobot  
**Sent:** November 14, 2024 1:40 PM  
**To:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Cc:** Sanni, Koye <Koye.Sanni@bmo.com >; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com >  
**Subject:** RE: BMTO697221OS Attached Image

Hello Srinath,

For certainty, I have also verified that our fax machine is sending correctly (by sending one to myself, confirmation of which receipt is attached).

I have now tried sending FROM 780-426-7783 TO 416-598-6075 & 416-598-6071, as well as FROM 780-699-3694 TO 416-598-6075 & 416-598-6071

Perhaps, if you can try sending me one from your machine at either 780-426-7783 or 780-699-3694 I can confirm what number your machine is at, and that it's connecting?

Thanks,

**Christopher Drobot** *Director, Capital Solutions*  
P 780.421.4000 Ext. 2010 D 825.480.4523 C 780.699.3694

10303 Jasper Avenue, Suite 1600  
Edmonton, Alberta T5J 3N6

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**From:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Sent:** November 14, 2024 1:06 PM  
**To:** Christopher Drobot <christopher@yorkrealty.ca >  
**Cc:** Sanni, Koye <Koye.Sanni@bmo.com >; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

Hello Christopher

Unfortunately we did not received the fax sent t: 416 598 6071

That why want to refax to 416 598 6075

Thanks

Regards

Srinath Perera | Service Specialist-Standby&Gtees

BMO Financial Group | Global Trade Operations

416 598 6095 | (f) 416 598 6075

[srinath.perera@bmo.com](mailto:srinath.perera@bmo.com)

**Please direct all *New Standby & Guarantees application and amendment requests only* to BMO- Global Trade Operations at [BMOGTO.SBLCGTEENewApplications@bmo.com](mailto:BMOGTO.SBLCGTEENewApplications@bmo.com)**

**From:** Christopher Drobot <christopher@yorkrealty.ca >  
**Sent:** Thursday, November 14, 2024 2:55 PM  
**To:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Cc:** Sanni, Koye <Koye.Sanni@bmo.com >; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

Hello Srinath, yesterday you gave me 1-416-598-6071, which I faxed to and present to you below the confirmation of transaction successfully going through

I will try again, but I'm confused as to the issues we're experiencing here when our fax machine is providing confirmations of having sent, and we've now sent to multiple numbers you and your team have provided (from the official letterhead, the numbers provided by email, and more). I'm going to try again now, and will also send from a different fax machine for certainty.

Thanks,

**Christopher Drobot** *Director, Capital Solutions*  
P 780.421.4000 Ext. 2010 D 825.480.4523 C 780.699.3694

10303 Jasper Avenue, Suite 1600  
Edmonton, Alberta T5J 3N6

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**From:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Sent:** November 14, 2024 12:47 PM  
**To:** Christopher Drobot <christopher@yorkrealty.ca >  
**Cc:** Sanni, Koye <Koye.Sanni@bmo.com >; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

Hi Christopher,

Not received the you sent to 416 598 6076

Pls fax to: 416 598 6075

Sorry for inconvenience caused

Thanks

Regards

Srinath Perera | Service Specialist-Standby&Gtees

BMO Financial Group | Global Trade Operations

416 598 6095 | (f) 416 598 6075

[srinath.perera@bmo.com](mailto:srinath.perera@bmo.com)

**Please direct all *New Standby & Guarantees application and amendment requests only* to BMO- Global Trade Operations at [BMOGTO.SBLCGTEENewApplications@bmo.com](mailto:BMOGTO.SBLCGTEENewApplications@bmo.com)**

**From:** Christopher Drobot <christopher@yorkrealty.ca >  
**Sent:** Thursday, November 14, 2024 2:38 PM  
**To:** Perera, Srinath <SRINATH.PERERA@bmo.com >

Cc: Sanni, Koye <Koye.Sanni@bmo.com >; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com >  
Subject: RE: BMT0697221OS Attached Image

316

Hello Srinath (or others on the team). Can you now confirm receipt of the fax?

Thanks,

**Christopher Drobot** *Director, Capital Solutions*  
P 780.421.4000 Ext. 2010 D 825.480.4523 C 780.699.3694

10303 Jasper Avenue, Suite 1600  
Edmonton , Alberta T5J 3N6

**YORK REALTY** *Property Solutions Simplified* ®

**From:** Christopher Drobot  
**Sent:** November 13, 2024 2:53 PM  
**To:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Cc:** Sanni, Koye <Koye.Sanni@bmo.com >; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

Hello,

I have faxed to the number below, confirmation attached.

Thanks,

**Christopher Drobot** *Director, Capital Solutions*  
P 780.421.4000 Ext. 2010 D 825.480.4523 C 780.699.3694

10303 Jasper Avenue, Suite 1600  
Edmonton , Alberta T5J 3N6

**YORK REALTY** *Property Solutions Simplified* ®

**From:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Sent:** November 13, 2024 2:38 PM  
**To:** Christopher Drobot <christopher@yorkrealty.ca >  
**Cc:** Sanni, Koye <Koye.Sanni@bmo.com >; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

Hello Christopher,

We require The Certificate of Amalgamation or Articles of Amalgamation (what you attached is a Registration Statement).

We have not received the Fax.

Pls fax : 416 598 6071 or 1 877 801 7787

And call to confirm

Thanks

Regards

Srinath Perera | Service Specialist-Standby&Gtees

BMO Financial Group | Global Trade Operations

416 598 6095 | (f) 416 598 6075

[srinath.perera@bmo.com](mailto:srinath.perera@bmo.com)

**Please direct all *New Standby & Guarantees application and amendment requests only* to BMO- Global Trade Operations at [BMOGTO.SBLCGTEENewApplications@bmo.com](mailto:BMOGTO.SBLCGTEENewApplications@bmo.com)**

**From:** Christopher Drobot <crm>  
**Sent:** Wednesday, November 13, 2024 12:33 PM  
**To:** Sanni, Koye <Koye.Sanni@bmo.com >  
**Cc:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

See attached amalgamation registration statement per your request

Thanks,

**Christopher Drobot** *Director, Capital Solutions*  
P 780.421.4000 Ext. 2010 D 825.480.4523 C 780.699.3694

10303 Jasper Avenue, Suite 1600  
Edmonton, Alberta T5J 3N6

**YORK REALTY** *Property Solutions Simplified* ®

**From:** Christopher Drobot  
**Sent:** November 13, 2024 10:16 AM  
**To:** 'Sanni, Koye' <Koye.Sanni@bmo.com >  
**Cc:** 'Perera, Srinath' <SRINATH.PERERA@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

Hello Koye,

The fax number you provided says it is "not available in your area". Can you please confirm the number?

In the meantime, please see the attached transfer & draw request, and corporate summary detailing the vertical amalgamation of the initial addressee.

Thanks,

**Christopher Drobot** *Director, Capital Solutions*  
P 780.421.4000 Ext. 2010 D 825.480.4523 C 780.699.3694

10303 Jasper Avenue, Suite 1600  
Edmonton , Alberta T5J 3N6

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**From:** Christopher Drobot  
**Sent:** November 6, 2024 10:53 AM  
**To:** Sanni, Koye <Koye.Sanni@bmo.com >  
**Cc:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

Hello Koye,

Checking in on this question

Thanks,

**Christopher Drobot** *Director, Capital Solutions*  
P 780.421.4000 Ext. 2010 D 825.480.4523 C 780.699.3694

10303 Jasper Avenue, Suite 1600  
Edmonton , Alberta T5J 3N6

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**From:** Christopher Drobot  
**Sent:** November 1, 2024 2:32 PM  
**To:** Sanni, Koye <Koye.Sanni@bmo.com >  
**Cc:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

Thanks Koye, and I understand. Unfortunately, we were never provided with the original (it was retained by the applicant, who failed to deliver according to their obligations under our lease)

Based on this, can a new one be issued?

**Christopher Drobot** *Director, Capital Solutions*  
P 780.421.4000 Ext. 2010 D 825.480.4523 C 780.699.3694

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**From:** Sanni, Koye <Koye.Sanni@bmo.com >  
**Sent:** November 1, 2024 11:24 AM  
**To:** Christopher Drobot <christopher@yorkrealty.ca >  
**Cc:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

You don't often get email from koye.sanni@bmo.com . Learn why this is important

Hi Christopher,

The original LC and the draw documents according to the terms of the LC must be presented to make a claim on the LC.

Original non-renewal notice is not a requirement to draw on the LC.

-----  
Best regards,

Koye Sanni  
Service Specialist, Standby Letters of Credit & Guarantees

**BMO Financial Group**  
**Global Trade Operations**  
250 Yonge Street, 11<sup>th</sup> Floor  
Toronto, Ontario  
M5B 2L7  
[koye.sanni@bmo.com](mailto:koye.sanni@bmo.com)

Tel: 416-263-0142

Please direct all *New Standby & Guarantees application and amendment requests only* to BMOGTO.SBLCGTEENewApplications@bmo.com

**From:** Christopher Drobot <christopher@yorkrealty.ca >  
**Sent:** Friday, November 1, 2024 1:13 PM  
**To:** Sanni, Koye <Koye.Sanni@bmo.com >  
**Cc:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

Hello Koye,

Are you able to respond to my initial question to Niriksh?

---  
The applicant may yet have possession of the original, but has not at any time released it to us (per the obligation within their lease to do so).

I am planning to circulate a draw request, and given our possession of the original notice of non-renewal, is this adequate to satisfy BMO to our rightful claim to the funds available under this L/C?

---  
Thanks,

**Christopher Drobot**

*Director, Capital Solutions*

**P** 780.421.4000 Ext. 2010 **D** 825.480.4523 **C** 780.699.3694

10303 Jasper Avenue, Suite 1600

Edmonton , Alberta T5J 3N6

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**From:** Sanni, Koye <Koye.Sanni@bmo.com >

**Sent:** November 1, 2024 9:36 AM

**To:** Christopher Drobot <christopher@yorkrealty.ca >

**Cc:** Perera, Srinath <SRINATH.PERERA@bmo.com >

**Subject:** RE: BMTO697221OS Attached Image

You don't often get email from koye.sanni@bmo.com . Learn why this is important

Hi Christopher,

Please find below requirements for draw requests as provided in the LC:

The LC requires that the original LC is submitted for any drawing. In presentation is by fax and for a full and final drawing, the original LC must be returned.

Please note that the LC expires on November 19 2024 and as such, you draw request should be sent to us as soon as possible (preferably on or before Monday, November 11 2024).

-----  
Best regards,

Koye Sanni

Service Specialist, Standby Letters of Credit & Guarantees



BMO Financial Group

Global Trade Operations

250 Yonge Street, 11<sup>th</sup> Floor

Toronto, Ontario

M5B 2L7

[koye.sanni@bmo.com](mailto:koye.sanni@bmo.com)

Tel: 416-263-0142

Please direct all *New Standby & Guarantees application and amendment requests only* to [BMOGTO.SBLGTEENewApplications@bmo.com](mailto:BMOGTO.SBLGTEENewApplications@bmo.com)

**From:** Christopher Drobot <[christopher@yorkrealty.ca](mailto:christopher@yorkrealty.ca)>

**Sent:** Thursday, October 31, 2024 4:35 PM

**To:** Shetty, Niriksh <[Niriksh.Shetty@bmo.com](mailto:Niriksh.Shetty@bmo.com)>

**Subject:** RE: BMTO6972211OS Attached Image

Hello Niriksh,

Appreciate the chat earlier this week. The applicant may yet have possession of the original, but has not at any time released it to us (per the obligation within their lease to do so).

I am planning to circulate a draw request, and given our possession of the original notice of non-renewal, is this adequate to satisfy BMO to our rightful claim to the funds available under this L/C?

Thanks,

**Christopher Drobot**

*Director, Capital Solutions*

**P** 780.421.4000 Ext. 2010 **D** 825.480.4523 **C** 780.699.3694

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Edmonton , Alberta T5J 3N6

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**From:** Christopher Drobot

**Sent:** October 28, 2024 4:09 PM

**To:** Shetty, Niriksh <[Niriksh.Shetty@bmo.com](mailto:Niriksh.Shetty@bmo.com)>

**Cc:** Cheema, Sunny <[sunny1.cheema@bmo.com](mailto:sunny1.cheema@bmo.com)>

**Subject:** RE: BMTO6972211OS Attached Image

Thanks Niriksh, I'll investigate – appreciate the prompt reply!

**Christopher Drobot**

Director, Capital Solutions

P 780.421.4000 Ext. 2010 D 825.480.4523 C 780.699.3694

10303 Jasper Avenue, Suite 1600

Edmonton , Alberta T5J 3N6

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**From:** Shetty, Niriksh < Niriksh.Shetty@bmo.com >  
**Sent:** October 28, 2024 4:05 PM  
**To:** Christopher Drobot < christopher@yorkrealty.ca >  
**Cc:** Cheema, Sunny < sunny1.cheema@bmo.com >  
**Subject:** BMTO6972211OS Attached Image

Hi Christopher,

It was nice talking to you.

As per our telephonic conversation, the LC issued in November 2023 seems to be sent to the applicant.

Please check if the applicant if they hold the original LC in their custody.

Thanks & Regards  
Niriksh Shetty

Sr.Service Representative, Standby Letters of Credit and Guarantees

BMO Financial Group  
Global Trade Operations  
250 Yonge Street, 11<sup>th</sup> Floor  
Toronto, Ontario  
M5B 2L7  
Niriksh.Shetty@bmo.com  
Tel: 416-947-8756

Please direct all *New Standby & Guarantees application and amendment requests only* to [BMOGTO.SBLCGTEENewApplications@bmo.com](mailto:BMOGTO.SBLCGTEENewApplications@bmo.com)**PLEASE ALWAYS QUOTE OUR LC NUMBER IN THE SUBJECT LINE .**

**From:** Christopher Drobot < christopher@yorkrealty.ca >  
**Sent:** Monday, October 28, 2024 5:42 PM  
**To:** Cheema, Sunny < sunny1.cheema@bmo.com >; Shetty, Niriksh < Niriksh.Shetty@bmo.com >  
**Subject:** RE: Attached Image

Thanks Sunny!

Niriksh, when would be a good time for a call?

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Thanks,

**Christopher Drobot**

*Director, Capital Solutions*

**P** 780.421.4000 Ext. 2010 **D** 825.480.4523 **C** 780.699.3694

10303 Jasper Avenue, Suite 1600

Edmonton , Alberta T5J 3N6

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**From:** Cheema, Sunny < sunny1.cheema@bmo.com >

**Sent:** October 28, 2024 3:26 PM

**To:** Shetty, Niriksh < Niriksh.Shetty@bmo.com >

**Cc:** Christopher Drobot < christopher@yorkrealty.ca >

**Subject:** FW: Attached Image

Hi Niriksh,

Christopher reached out on the attached notice of non-renewal for the Letter of Credit.

Are you please able to connect with him on this as he has some questions.

Thanks,

**Sunny Cheema**

Associate Director

Income Property Finance, BMO Commercial Banking

sunny1.cheema@bmo.com

**M** 403-200-6472

525 8th Ave SW | 12th Floor | Calgary | AB | T2P 1G1

**From:** Christopher Drobot < christopher@yorkrealty.ca >

**Sent:** Monday, October 28, 2024 3:21 PM

**To:** Cheema, Sunny < sunny1.cheema@bmo.com >

**Subject:** Fw: Attached Image

**External Email:** Use caution with links and attachments. | **Courriel externe :** Faites preuve de prudence en ce qui a trait aux liens et aux pièces jointes.

Hello Sunny,

Do you have Niriksh Shetty's contact details that you can share? Attached is the notice of non-renewal we received.

Thanks,

324

**Christopher Drobot**

*Director, Capital Solutions*

**P** 780.421.4000 Ext. 2010 **D** 825.480.4523 **C** 780.699.3694

10303 Jasper Avenue, Suite 1600

Edmonton , Alberta T5J 3N6

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**From:** canon@yorkrealty.ca < canon@yorkrealty.ca >

**Sent:** Friday, October 18, 2024 10:11:46 AM

**To:** Christopher Drobot < christopher@yorkrealty.ca >

**Subject:** Attached Image

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This is **Exhibit "MM"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Douglas Montgomery". The signature is written in a cursive style with a large initial "D" and "M".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)



## BMT0697221OS Attached Image [PROTECT]

christopher@yorkrealty.ca

**Received:** Nov 19, 2024 3:21 PM  
**Expires:** Feb 17, 2025 3:21 PM  
**From:** alain.bagirakandi@bmo.com  
**To:** christopher@yorkrealty.ca, matt@yorkrealty.ca  
**Cc:** normand.girard@bmo.com, marina.radman@bmo.com, ameeta.singh@bmo.com  
**Subject:** BMT0697221OS Attached Image [PROTECT]

**Attachments:** BMT0697221OS-SGD (1).pdf

This message was sent securely using Zix<sup>®</sup>

Hi Matt,

As per your request please find attached a copy our letter of credit.

Thanks

Alain Bagirakandi CDCS

Team Lead, Standby Letters of Credit and Guarantees

Bank of Montreal and BMO Bank N.A.

Global Trade Operations

250 Yonge St., 11th Floor, Toronto ON, M5B 2L7

Tel: 416 598 6592 | Fax: 416 598 6075

alain.bagirakandi@bmo.com

Please direct all New Standby & Guarantees application and amendment requests only to BMO- Global Trade Operations at BMOGTO.SBLCGTEENewApplications@bmo.com

**From:** matt@yorkrealty.ca <matt@yorkrealty.ca>

**Sent:** Tuesday, November 19, 2024 5:15 PM

**To:** Sanni, Koye <Koye.Sanni@bmo.com>; christopher@yorkrealty.ca

**Cc:** Bagirakandi, Alain <Alain.Bagirakandi@bmo.com>; Perera, Srinath <SRINATH.PERERA@bmo.com>; Girard, Normand <normand.girard@bmo.com>

**Subject:** RE: BMT0697221OS Attached Image [PROTECT]

This message was sent securely using Zix<sup>®</sup>

Hi Alain,

Further to my last email, can you please provide us with a copy of the Letter of Credit?

Thanks,  
Matt

This message was sent securely using Zix<sup>®</sup>

Hello Koye,

Given the earlier challenges we had in having faxes come through, I have submitted to the three separate fax lines you earlier provided:

1-416-598-6071

1-416-598-6075

1-416-598-6076

Fax confirmations are attached.

Thanks,

Christopher

--- Originally sent by koye.sanni@bmo.com on Nov 18, 2024 1:04 PM ---

This message was sent securely using Zix<sup>®</sup>

Hi Christopher,

Kindly present the claim via fax.

---

Best regards,

Koye Sanni

Service Specialist, Standby Letters of Credit & Guarantees

**BMO Financial Group**

**Global Trade Operations**

250 Yonge Street, 11<sup>th</sup> Floor

Toronto, Ontario

M5B 2L7

[koye.sanni@bmo.com](mailto:koye.sanni@bmo.com)

Tel: 416-263-0142

Please direct all *New Standby & Guarantees application and amendment requests only* to [BMOGTO.SBLCGTEENewApplications@bmo.com](mailto:BMOGTO.SBLCGTEENewApplications@bmo.com)

**From:** christopher@yorkrealty.ca <christopher@yorkrealty.ca>

**Sent:** Monday, November 18, 2024 1:48 PM

**To:** Sanni, Koye <Koye.Sanni@bmo.com>

**Cc:** Bagirakandi, Alain <Alain.Bagirakandi@bmo.com>; matt@yorkrealty.ca; Girard, Normand <normand.girard@bmo.com>; Perera, Srinath <SRINATH.PERERA@bmo.com>

**Subject:** RE: BMT0697221OS Attached Image [PROTECT]

328

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Thanks Koye. See attached demand letter with requested revisions.

Note, as I have shared all along, we were not provided with the original of the LC. I have included here the draft version of the LC that we were provided along with the applicant's email confirmation of having approved the LC for release (which the receipt of the original notice of non-renewal, also attached, confirms was in fact issued as required to us as beneficiary.)

Thanks,

Christopher

--- Originally sent by koye.sanni@bmo.com on Nov 18, 2024 10:50 AM ---

This message was sent securely using Zix<sup>®</sup>

Hi Christopher,

Please note the following discrepancies noted on the revised draft of the demand-

-copy of the letter of credit not presented.

-Beneficiary's Certificate should be signed by the beneficiary.

-For consistency purpose you may consider adding currency under Standby Letter of Credit Amount to show as CAD1,500,000.

-Remove authentication under Signature bloc.

---

Best regards,

Koye Sanni

Service Specialist, Standby Letters of Credit & Guarantees

**BMO Financial Group**

**Global Trade Operations**

250 Yonge Street, 11<sup>th</sup> Floor

Toronto, Ontario



[koye.sanni@bmo.com](mailto:koye.sanni@bmo.com)

Tel: 416-263-0142

Please direct all *New Standby & Guarantees application and amendment requests only* to [BMOGTO.SBLCGTEENewApplications@bmo.com](mailto:BMOGTO.SBLCGTEENewApplications@bmo.com)

**From:** christopher@yorkrealty.ca <christopher@yorkrealty.ca>  
**Sent:** Friday, November 15, 2024 6:08 PM  
**To:** Sanni, Koye <Koye.Sanni@bmo.com>  
**Cc:** Girard, Normand <normand.girard@bmo.com>; matt@yorkrealty.ca; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com>; Perera, Srinath <SRINATH.PERERA@bmo.com>  
**Subject:** RE: BMT0697221OS Attached Image [PROTECT]

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Thank you for the review. Please see attached draft. If satisfactory, we will have it promptly executed and notarized.

Thanks,  
Christopher

--- Originally sent by koye.sanni@bmo.com on Nov 15, 2024 3:21 PM ---

This message was sent securely using Zix®

Hi Christopher,

Please see attached discrepancy advice per your demand.  
Kindly review and make the required corrections.  
We recommend you send draft of the revised demand to us via email so we could review and confirm before you send the final version.

-----  
Best regards,

Koye Sanni  
Service Specialist, Standby Letters of Credit & Guarantees

**BMO Financial Group**  
**Global Trade Operations**  
250 Yonge Street, 11<sup>th</sup> Floor  
Toronto, Ontario  
M5B 2L7

Tel: 416-263-0142

Please direct all *New Standby & Guarantees application and amendment requests* only to BMOGTO.SBLCGTEENewApplications@bmo.com

**From:** Christopher Drobot <christopher@yorkrealty.ca>  
**Sent:** Friday, November 15, 2024 12:21 PM  
**To:** Bagirakandi, Alain <Alain.Bagirakandi@bmo.com>; Perera, Srinath <SRINATH.PERERA@bmo.com>  
**Cc:** Sanni, Koye <Koye.Sanni@bmo.com>; Matt Woolsey <matt@yorkrealty.ca>; Girard, Normand <normand.girard@bmo.com>  
**Subject:** Re: BMT0697221OS Attached Image

Hello,

Can you please provide an update on your fax system's ability to receive transmissions?

Or, alternatively can you please confirm the email attachment of the letter which I have already provided will suffice?

We've provided numerous confirmations that our faxes have gone through to the numbers provided. We're simply looking for BMO to confirm receipt of the demand letter.

Thanks,

**Christopher Drobot**

*Director, Capital Solutions*

P 780.421.4000 Ext. 2010 D 825.480.4523 C 780.699.3694

10303 Jasper Avenue, Suite 1600  
Edmonton , Alberta T5J 3N6

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*Property Solutions Simplified*



**From:** Bagirakandi, Alain <Alain.Bagirakandi@bmo.com >  
**Sent:** Thursday, November 14, 2024 3:45:55 PM  
**To:** Christopher Drobot <christopher@yorkrealty.ca >; Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Cc:** Sanni, Koye <Koye.Sanni@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

Hi Christopher,

We are currently investigating with our teams onsite and will revert to you as soon as possible.

Sorry for any inconvenience.

Regards

Alain Bagirakandi CDCS

Team Lead, Standby Letters of Credit and Guarantees

Bank of Montreal and BMO Bank N.A.

Global Trade Operations

Tel: 416 598 6592 | Fax: 416 598 6075

alain.bagirakandi@bmo.com

Please direct all New Standby & Guarantees application and amendment requests only to BMO- Global Trade Operations at BMOGTO.SBLCGTEENewApplications@bmo.com

**From:** Christopher Drobot <christopher@yorkrealty.ca >  
**Sent:** Thursday, November 14, 2024 5:25 PM  
**To:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Cc:** Sanni, Koye <Koye.Sanni@bmo.com >; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

Hello all,

Per below, I've attempted to fax multiple times to the numbers provided and continue to be told these haven't been received. I have verified that our fax machine is sending correctly.

Please confirm your receipt of the demand under BMT0697221OS, and, if still not received, please provide a functioning fax number to which I can send the letter.

Thanks,

**Christopher Drobot** *Director, Capital Solutions*  
P 780.421.4000 Ext. 2010 D 825.480.4523 C 780.699.3694

10303 Jasper Avenue, Suite 1600  
Edmonton , Alberta T5J 3N6

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**From:** Christopher Drobot  
**Sent:** November 14, 2024 1:40 PM  
**To:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Cc:** Sanni, Koye <Koye.Sanni@bmo.com >; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

Hello Srinath,

For certainty, I have also verified that our fax machine is sending correctly (by sending one to myself, confirmation of which receipt is attached).

I have now tried sending FROM 780-426-7783 TO 416-598-6075 & 416-598-6071, as well as FROM 780-699-3694 TO 416-598-6075 & 416-598-6071

Perhaps, if you can try sending me one from your machine at either 780-426-7783 or 780-699-3694 I can confirm what number your machine is at, and that it's connecting?

Thanks,

**Christopher Drobot** *Director, Capital Solutions*  
P 780.421.4000 Ext. 2010 D 825.480.4523 C 780.699.3694

10303 Jasper Avenue, Suite 1600

**From:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Sent:** November 14, 2024 1:06 PM  
**To:** Christopher Drobot <christopher@yorkrealty.ca >  
**Cc:** Sanni, Koye <Koye.Sanni@bmo.com >; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com >  
**Subject:** RE: BMTO697221OS Attached Image

Hello Christopher

Unfortunately we did not received the fax sent t: 416 598 6071

That why want to refax to 416 598 6075

Thanks

Regards

Srinath Perera | Service Specialist-Standby&Gtees

BMO Financial Group | Global Trade Operations

416 598 6095 | (f) 416 598 6075

[srinath.perera@bmo.com](mailto:srinath.perera@bmo.com)

**Please direct all *New Standby & Guarantees application and amendment requests only* to BMO- Global Trade Operations at [BMOGTO.SBLCGTEENewApplications@bmo.com](mailto:BMOGTO.SBLCGTEENewApplications@bmo.com)**

**From:** Christopher Drobot <christopher@yorkrealty.ca >  
**Sent:** Thursday, November 14, 2024 2:55 PM  
**To:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Cc:** Sanni, Koye <Koye.Sanni@bmo.com >; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com >  
**Subject:** RE: BMTO697221OS Attached Image

Hello Srinath, yesterday you gave me 1-416-598-6071, which I faxed to and present to you below the confirmation of transaction successfully going through

I will try again, but I'm confused as to the issues we're experiencing here when our fax machine is providing confirmations of having sent, and we've now sent to multiple numbers you and your team have provided (from the official letterhead, the numbers provided by email, and more). I'm going to try again now, and will also send from a different fax machine for certainty.

Thanks,

10303 Jasper Avenue, Suite 1600  
Edmonton , Alberta T5J 3N6

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**From:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Sent:** November 14, 2024 12:47 PM  
**To:** Christopher Drobot <christopher@yorkrealty.ca >  
**Cc:** Sanni, Koye <Koye.Sanni@bmo.com >; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

Hi Christopher,

Not received the you sent to 416 598 6076

Pls fax to: 416 598 6075

Sorry for inconvenience caused

Thanks

Regards

Srinath Perera | Service Specialist-Standby&Gtees

BMO Financial Group | Global Trade Operations

416 598 6095 | (f) 416 598 6075

[srinath.perera@bmo.com](mailto:srinath.perera@bmo.com)

**Please direct all *New Standby & Guarantees application and amendment requests only* to BMO- Global Trade Operations at [BMOGTO.SBLCGTEENewApplications@bmo.com](mailto:BMOGTO.SBLCGTEENewApplications@bmo.com)**

**From:** Christopher Drobot <christopher@yorkrealty.ca >  
**Sent:** Thursday, November 14, 2024 2:38 PM  
**To:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Cc:** Sanni, Koye <Koye.Sanni@bmo.com >; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

Hello Srinath (or others on the team). Can you now confirm receipt of the fax?

Thanks,

**Christopher Drobot**

*Director, Capital Solutions*

**P** 780.421.4000 Ext. 2010 **D**

825.480.4523 **C**

780.699.3694

334

10303 Jasper Avenue, Suite 1600  
Edmonton , Alberta T5J 3N6

**YORK REALTY** *Property Solutions Simplified* ®

**From:** Christopher Drobot  
**Sent:** November 13, 2024 2:53 PM  
**To:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Cc:** Sanni, Koye <Koye.Sanni@bmo.com >; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

Hello,

I have faxed to the number below, confirmation attached.

Thanks,

**Christopher Drobot**

*Director, Capital Solutions*

**P** 780.421.4000 Ext. 2010 **D**

825.480.4523 **C**

780.699.3694

10303 Jasper Avenue, Suite 1600  
Edmonton , Alberta T5J 3N6

**YORK REALTY** *Property Solutions Simplified* ®

**From:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Sent:** November 13, 2024 2:38 PM  
**To:** Christopher Drobot <christopher@yorkrealty.ca >  
**Cc:** Sanni, Koye <Koye.Sanni@bmo.com >; Bagirakandi, Alain <Alain.Bagirakandi@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

Hello Christopher,

We require The Certificate of Amalgamation or Articles of Amalgamation (what you attached is a Registration Statement).

We have not received the Fax.

Pls fax : 416 598 6071 or 1 877 801 7787

And call to confirm

Thanks

Regards

Srinath Perera | Service Specialist-Standby&Gtees

BMO Financial Group | Global Trade Operations

416 598 6095 | (f) 416 598 6075

[srinath.perera@bmo.com](mailto:srinath.perera@bmo.com)

**From:** Christopher Drobot <crm  
**Sent:** Wednesday, November 13, 2024 12:33 PM  
**To:** Sanni, Koye <Koye.Sanni@bmo.com >  
**Cc:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

See attached amalgamation registration statement per your request

Thanks,

**Christopher Drobot** *Director, Capital Solutions*  
P 780.421.4000 Ext. 2010 D 825.480.4523 C 780.699.3694

10303 Jasper Avenue, Suite 1600  
Edmonton, Alberta T5J 3N6

**YORK REALTY** *Property Solutions Simplified* ®

**From:** Christopher Drobot  
**Sent:** November 13, 2024 10:16 AM  
**To:** 'Sanni, Koye' <Koye.Sanni@bmo.com >  
**Cc:** 'Perera, Srinath' <SRINATH.PERERA@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

Hello Koye,

The fax number you provided says it is "not available in your area". Can you please confirm the number?

In the meantime, please see the attached transfer & draw request, and corporate summary detailing the vertical amalgamation of the initial addressee.

Thanks,

**Christopher Drobot** *Director, Capital Solutions*  
P 780.421.4000 Ext. 2010 D 825.480.4523 C 780.699.3694

10303 Jasper Avenue, Suite 1600  
Edmonton, Alberta T5J 3N6

**YORK REALTY** *Property Solutions Simplified* ®

**From:** Christopher Drobot  
**Sent:** November 6, 2024 10:53 AM

To: Sanni, Koye <Koye.Sanni@bmo.com >  
Cc: Perera, Srinath <SRINATH.PERERA@bmo.com >  
Subject: RE: BMT0697221OS Attached Image

336

Hello Koye,

Checking in on this question

Thanks,

**Christopher Drobot** *Director, Capital Solutions*

P 780.421.4000 Ext. 2010 D 825.480.4523 C 780.699.3694

10303 Jasper Avenue, Suite 1600

Edmonton , Alberta T5J 3N6

**YORK REALTY** *Property Solutions Simplified* ®

**From:** Christopher Drobot  
**Sent:** November 1, 2024 2:32 PM  
**To:** Sanni, Koye <Koye.Sanni@bmo.com >  
**Cc:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

Thanks Koye, and I understand. Unfortunately, we were never provided with the original (it was retained by the applicant, who failed to deliver according to their obligations under our lease)

Based on this, can a new one be issued?

**Christopher Drobot** *Director, Capital Solutions*

P 780.421.4000 Ext. 2010 D 825.480.4523 C 780.699.3694

10303 Jasper Avenue, Suite 1600

Edmonton , Alberta T5J 3N6

**YORK REALTY** *Property Solutions Simplified* ®

**From:** Sanni, Koye <Koye.Sanni@bmo.com >  
**Sent:** November 1, 2024 11:24 AM  
**To:** Christopher Drobot <christopher@yorkrealty.ca >  
**Cc:** Perera, Srinath <SRINATH.PERERA@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image



Hi Christopher,

The original LC and the draw documents according to the terms of the LC must be presented to make a claim on the LC.

Original non-renewal notice is not a requirement to draw on the LC.

---

Best regards,

Koye Sanni  
Service Specialist, Standby Letters of Credit & Guarantees

**BMO Financial Group**  
**Global Trade Operations**  
250 Yonge Street, 11<sup>th</sup> Floor  
Toronto, Ontario  
M5B 2L7  
[koye.sanni@bmo.com](mailto:koye.sanni@bmo.com)  
Tel: 416-263-0142

Please direct all *New Standby & Guarantees application and amendment requests only* to [BMOGTO.SBLCGTEENewApplications@bmo.com](mailto:BMOGTO.SBLCGTEENewApplications@bmo.com)

**From:** Christopher Drobot <[christopher@yorkrealty.ca](mailto:christopher@yorkrealty.ca)>  
**Sent:** Friday, November 1, 2024 1:13 PM  
**To:** Sanni, Koye <[Koye.Sanni@bmo.com](mailto:Koye.Sanni@bmo.com)>  
**Cc:** Perera, Srinath <[SRINATH.PERERA@bmo.com](mailto:SRINATH.PERERA@bmo.com)>  
**Subject:** RE: BMTO697221OS Attached Image

Hello Koye,

Are you able to respond to my initial question to Niriksh?

---

The applicant may yet have possession of the original, but has not at any time released it to us (per the obligation within their lease to do so).

I am planning to circulate a draw request, and given our possession of the original notice of non-renewal, is this adequate to satisfy BMO to our rightful claim to the funds available under this L/C?

---

Thanks,

P 780.421.4000 Ext. 2010 D 825.480.4523 C 780.699.3694

10303 Jasper Avenue, Suite 1600

Edmonton , Alberta T5J 3N6

**YORK REALTY** *Property Solutions Simplified* ®

**From:** Sanni, Koye < Koye.Sanni@bmo.com >  
**Sent:** November 1, 2024 9:36 AM  
**To:** Christopher Drobot < christopher@yorkrealty.ca >  
**Cc:** Perera, Srinath < SRINATH.PERERA@bmo.com >  
**Subject:** RE: BMT0697221OS Attached Image

You don't often get email from koye.sanni@bmo.com . Learn why this is important

Hi Christopher,

Please find below requirements for draw requests as provided in the LC:

The LC requires that the original LC is submitted for any drawing. In presentation is by fax and for a full and final drawing, the original LC must be returned.

Please note that the LC expires on November 19 2024 and as such, you draw request should be sent to us as soon as possible (preferably on or before Monday, November 11 2024).

-----  
Best regards,

Koye Sanni  
Service Specialist, Standby Letters of Credit & Guarantees

**BMO Financial Group**  
**Global Trade Operations**  
250 Yonge Street, 11<sup>th</sup> Floor  
Toronto, Ontario  
M5B 2L7  
[koye.sanni@bmo.com](mailto:koye.sanni@bmo.com)  
Tel: 416-263-0142

Please direct all *New Standby & Guarantees application and amendment requests only* to BMOGTO.SBLCGTEENewApplications@bmo.com

**From:** Christopher Drobot < christopher@yorkrealty.ca >  
**Sent:** Thursday, October 31, 2024 4:35 PM  
**To:** Shetty, Niriksh < Niriksh.Shetty@bmo.com >  
**Subject:** RE: BMT06972211OS Attached Image

Hello Niriksh,

Appreciate the chat earlier this week. The applicant may yet have possession of the original, but has not at any time released it to us (per the obligation within their lease to do so).

I am planning to circulate a draw request, and given our possession of the original notice of non-renewal, is this adequate to satisfy BMO to our rightful claim to the funds available under this L/C?

Thanks,

**Christopher Drobot** *Director, Capital Solutions*

**P** 780.421.4000 Ext. 2010 **D** 825.480.4523 **C** 780.699.3694

10303 Jasper Avenue, Suite 1600

Edmonton , Alberta T5J 3N6

**YORK REALTY** *Property Solutions Simplified* ®

**From:** Christopher Drobot  
**Sent:** October 28, 2024 4:09 PM  
**To:** Shetty, Niriksh < Niriksh.Shetty@bmo.com >  
**Cc:** Cheema, Sunny < sunny1.cheema@bmo.com >  
**Subject:** RE: BMT06972211OS Attached Image

Thanks Niriksh, I'll investigate – appreciate the prompt reply!

**Christopher Drobot** *Director, Capital Solutions*

**P** 780.421.4000 Ext. 2010 **D** 825.480.4523 **C** 780.699.3694

10303 Jasper Avenue, Suite 1600

Edmonton , Alberta T5J 3N6

**YORK REALTY** *Property Solutions Simplified* ®

**From:** Shetty, Niriksh < Niriksh.Shetty@bmo.com >  
**Sent:** October 28, 2024 4:05 PM  
**To:** Christopher Drobot < christopher@yorkrealty.ca >

Cc: Cheema, Sunny < sunny1.cheema@bmo.com >  
Subject: BMT06972211OS Attached Image

340

Hi Christopher,

It was nice talking to you.

As per our telephonic conversation, the LC issued in November 2023 seems to be sent to the applicant.

Please check if the applicant if they hold the original LC in their custody.

Thanks & Regards  
Niriksh Shetty

Sr.Service Representative, Standby Letters of Credit and Guarantees

BMO Financial Group  
Global Trade Operations  
250 Yonge Street, 11<sup>th</sup> Floor  
Toronto, Ontario  
M5B 2L7  
Niriksh.Shetty@bmo.com  
Tel: 416-947-8756

Please direct all *New Standby & Guarantees application and amendment requests* only to [BMOGTO.SBLCGTEENewApplications@bmo.com](mailto:BMOGTO.SBLCGTEENewApplications@bmo.com)

**PLEASE ALWAYS QUOTE OUR LC NUMBER IN THE SUBJECT LINE .**

**From:** Christopher Drobot < christopher@yorkrealty.ca >  
**Sent:** Monday, October 28, 2024 5:42 PM  
**To:** Cheema, Sunny < sunny1.cheema@bmo.com >; Shetty, Niriksh < Niriksh.Shetty@bmo.com >  
**Subject:** RE: Attached Image

Thanks Sunny!

Niriksh, when would be a good time for a call?

Thanks,

**Christopher Drobot**

*Director, Capital Solutions*

**P** 780.421.4000 Ext. 2010 **D**

825.480.4523 **C**

780.699.3694

10303 Jasper Avenue, Suite 1600

**YORK REALTY**

*Property Solutions Simplified*



**From:** Cheema, Sunny < sunny1.cheema@bmo.com >  
**Sent:** October 28, 2024 3:26 PM  
**To:** Shetty, Niriksh < Niriksh.Shetty@bmo.com >  
**Cc:** Christopher Drobot < christopher@yorkrealty.ca >  
**Subject:** FW: Attached Image

Hi Niriksh,

Christopher reached out on the attached notice of non-renewal for the Letter of Credit.

Are you please able to connect with him on this as he has some questions.

Thanks,

**Sunny Cheema**

Associate Director  
Income Property Finance, BMO Commercial Banking

sunny1.cheema@bmo.com

M 403-200-6472

525 8th Ave SW | 12th Floor | Calgary | AB | T2P 1G1

**From:** Christopher Drobot < christopher@yorkrealty.ca >  
**Sent:** Monday, October 28, 2024 3:21 PM  
**To:** Cheema, Sunny < sunny1.cheema@bmo.com >  
**Subject:** Fw: Attached Image

**External Email:** Use caution with links and attachments. | **Courriel externe :** Faites preuve de prudence en ce qui a trait aux liens et aux pièces jointes.

Hello Sunny,

Do you have Nirkish Shetty's contact details that you can share? Attached is the notice of non-renewal we received.

Thanks,

**Christopher Drobot**

*Director, Capital Solutions*

**P** 780.421.4000 Ext. 2010 **D** 825.480.4523 **C** 780.699.3694

10303 Jasper Avenue, Suite 1600

Edmonton , Alberta T5J 3N6

**From:** canon@yorkrealty.ca < canon@yorkrealty.ca >  
**Sent:** Friday, October 18, 2024 10:11:46 AM  
**To:** Christopher Drobot < christopher@yorkrealty.ca >  
**Subject:** Attached Image

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**Bank of Montreal**

250 Yonge St., 11th Floor  
 Toronto, ON M5B 2L7  
 Tel: 416 598-6112  
 Fax: 416 598-6076  
 SWIFT: BOFMCAT2

**Irrevocable**

**Standby Letter of Credit No.: BMT06972210S**

ISSUE DATE: NOVEMBER 20, 2023  
 EXPIRY DATE: NOVEMBER 19, 2024

**BENEFICIARY:**

SIERRA WINDS BUSINESS PARK INC.,  
 #1600, 10303 JASPER AVENUE NW,  
 EDMONTON, AB T5J 3N6

**APPLICANT:**

EASTERN MEAT SOLUTIONS INC., ON BEHALF OF SIERRA REALTY CALGARY CORPORATION.  
 5090 EXPLORER DRIVE,  
 SUITE 203, MISSISSAUGA,  
 ONTARIO, L4W 4T9

AMOUNT: ONE MILLION FIVE HUNDRED THOUSAND AND 00/100'S CANADIAN DOLLARS (CAD1,500,000.00).

WE HEREBY AUTHORIZE YOU TO DRAW ON BANK OF MONTREAL, GLOBAL TRADE OPERATIONS, 250 YONGE STREET, 11TH FLOOR, TORONTO, ON M5B 2L7, FOR THE ACCOUNT OF EASTERN MEAT SOLUTIONS INC. ON BEHALF OF SIERRA REALTY CALGARY CORPORATION UP TO AN AGGREGATE AMOUNT OF ONE MILLION FIVE HUNDRED THOUSAND AND 00/100'S CANADIAN DOLLARS (CAD1,500,000.00), AVAILABLE WITH OURSELVES, ON DEMAND, BY PAYMENT, AGAINST PRESENTATION OF THE DOCUMENT(S) DETAILED HEREIN.

1. BENEFICIARY'S CERTIFICATE, ON ITS LETTERHEAD, COMPLETED, DATED AND PURPORTEDLY SIGNED BY AN AUTHORIZED INDIVIDUAL STATING:

"THE TENANT SIERRA REALTY CALGARY CORPORATION HAS FAILED TO FULFILL ITS OBLIGATIONS PURSUANT TO THE LEASE AGREEMENT ENTERED INTO BETWEEN SIERRA REALTY CALGARY CORPORATION AS TENANT AND SIERRA WINDS BUSINESS PARK INC., AS LANDLORD FOR THE LEASE PREMISES DESCRIBED AS PLAN 1910413 BLOCK 1 LOT 1 DATED MARCH 10, 2023, AS MAY BE AMENDED, SUPPLEMENTED OR RESTATED FROM TIME TO TIME. THEREFORE, WE ARE DRAWING FOR CAD....., UNDER LETTER OF CREDIT NO BMT06972210S. PLEASE WIRE PROCEEDS TO: ....."

2. THE ORIGINAL OF THIS STANDBY LETTER OF CREDIT FOR OUR ENDORSEMENT AND WILL BE RETURNED TO YOU UNLESS FULLY EXHAUSTED.

PRESENTATION OF YOUR DRAWING(S) UNDER THIS STANDBY LETTER OF CREDIT ARE RESTRICTED TO US. WE AGREE WITH YOU TO HONOR YOUR DRAWING(S) PRESENTED IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WHEN RECEIVED AT BANK OF MONTREAL, GLOBAL TRADE OPERATIONS, 250 YONGE STREET, 11TH FLOOR, TORONTO, ON M5B 2L7, ON OR BEFORE THE THEN CURRENT EXPIRATION DATE.

DRAWINGS BY FACSIMILE ARE PERMITTED. SUCH DRAWINGS (S) SHALL BE MADE TO FACSIMILE NUMBER 416-598-6075 (EACH SUCH DRAWING, A "FAX DRAWING"); PROVIDED, HOWEVER, THAT A FAX DRAWING WILL NOT BE EFFECTIVELY PRESENTED UNTIL YOU CONFIRM BY TELEPHONE OUR RECEIPT OF SUCH FAX DRAWING BY CALLING US AT TELEPHONE NUMBER 416-598-6112. IF YOU PRESENT A FAX DRAWING UNDER THIS LETTER OF CREDIT YOU DO NOT NEED TO PRESENT THE ORIGINAL OF ANY DRAWING DOCUMENTS, AND IF WE RECEIVE ANY SUCH ORIGINAL DRAWING DOCUMENTS THEY WILL NOT BE EXAMINED BY US. IN THE EVENT OF A FULL AND FINAL DRAWING THE ORIGINAL STANDBY LETTER OF CREDIT MUST BE RETURNED TO US BY OVERNIGHT COURIER.

THE AMOUNT OF THIS STANDBY LETTER OF CREDIT MAY ONLY BE REDUCED BY DRAWINGS ENDORSED HEREON OR AS ADVISED BY NOTICE IN WRITING TO US BY YOU.

TERMS OF THIS STANDBY LETTER OF CREDIT WILL CONTINUE UP TO NOVEMBER 19, 2024 AND WILL EXPIRE AT OUR COUNTERS ON THAT DATE AND YOU MAY CALL FOR PAYMENT OF THE FULL AMOUNT OUTSTANDING UNDER THIS LETTER OF CREDIT AT ANY TIME PRIOR TO THAT DATE SUBJECT TO THE FOLLOWING:

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRY DATE HEREOF, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO SUCH EXPIRY DATE, WE SEND YOU NOTICE IN WRITING BY REGISTERED MAIL OR COURIER, THAT WE ELECT NOT TO CONSIDER THIS STANDBY LETTER OF CREDIT TO BE RENEWABLE FOR AN ADDITIONAL PERIOD. UPON RECEIPT BY YOU OF SUCH NOTICE, YOU MAY DRAW HEREUNDER BY MEANS OF YOUR SIGNED DEMAND FOR PAYMENT CERTIFYING THAT THE AMOUNT DRAWN WILL BE RETAINED AND USED BY YOU TO MEET OBLIGATIONS INCURRED OR TO BE INCURRED UNDER THE LEASE AGREEMENT DATED MARCH 10, 2023 BETWEEN SIERRA REALTY CALGARY CORPORATION AS TENANT AND SIERRA WINDS BUSINESS PARK INC., AS LANDLORD FOR THE LEASE PREMISES DESCRIBED AS PLAN 1910413 BLOCK 1 LOT 1 AS MAY BE AMENDED, SUPPLEMENTED OR RESTATED FROM TIME TO TIME.

PARTIAL DRAWINGS ARE PERMITTED.

THIS LETTER OF CREDIT IS TRANSFERABLE ONE OR MORE TIMES, BUT IN EACH INSTANCE ONLY IN THE FULL AMOUNT AVAILABLE TO BE DRAWN UNDER THIS LETTER OF CREDIT AT THE TIME OF SUCH TRANSFER. ANY SUCH TRANSFER MAY BE EFFECTED ONLY THROUGH BANK OF MONTREAL, AND ONLY UPON PRESENTATION TO US AT OUR PRESENTATION OFFICE SPECIFIED HEREIN OF A DULY EXECUTED TRANSFER REQUEST IN THE FORM ATTACHED HERETO AS EXHIBIT "A", WITH INSTRUCTIONS THEREIN IN BRACKETS COMPLIED WITH, TOGETHER WITH THE ORIGINAL OF THIS LETTER OF CREDIT AND AMENDMENT(S) THERETO. EACH TRANSFER SHALL BE EVIDENCED BY OUR ENDORSEMENT ON THE REVERSE OF THE ORIGINAL OF THIS LETTER OF CREDIT, AND WE SHALL DELIVER SUCH ORIGINAL TO THE TRANSFEREE. THE TRANSFEREE'S NAME SHALL AUTOMATICALLY BE SUBSTITUTED FOR THAT OF THE BENEFICIARY WHEREVER SUCH BENEFICIARY'S NAME APPEARS WITHIN THIS LETTER OF CREDIT. NOTWITHSTANDING ANY OTHER TERMS HEREIN, A TRANSFER MUST COMPLY WITH ALL APPLICABLE LAWS, INCLUDING INTERNATIONAL TRADE SANCTIONS AND ANTI-MONEY LAUNDERING REGULATIONS.

THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 ("ISP98"), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 590.



BANK OF MONTREAL

AUTHORIZED SIGNING OFFICER



**Aloysiouse Palihakkarage Don**

ORIGINAL



THIS IS AN INTEGRAL PART OF STANDBY LETTER OF CREDIT NO. BMT06972210S AND MUST BE ATTACHED THERETO.

EXHIBIT "A" - REQUEST FORM FOR FULL TRANSFER

(TRANSFER FORM TO BE PREPARED ON BENEFICIARY'S COMPANY LETTERHEAD)

DATE:

AMOUNT:

ISSUING BANK'S REFERENCE: BMT06972210S

FOR VALUE RECEIVED, THE UNDERSIGNED BENEFICIARY HEREBY IRREVOCABLY TRANSFERS TO:

NAME OF TRANSFEREE:

ADDRESS OF TRANSFEREE:

OTHER TRANSFEREE INFORMATION:

ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY TO DRAW UNDER THE ABOVE LETTER OF CREDIT UP TO ITS AVAILABLE AMOUNT AS OF THE DATE OF THIS TRANSFER, AS SHOWN ABOVE.

BY THIS TRANSFER, ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY IN SUCH STANDBY LETTER OF CREDIT ARE TRANSFERRED TO THE TRANSFEREE, AND THE TRANSFEREE SHALL HAVE THE SOLE RIGHTS AS BENEFICIARY THEREOF, INCLUDING SOLE RIGHTS RELATING TO ANY AMENDMENTS NOW EXISTING OR HEREAFTER MADE. ALL AMENDMENTS ARE TO BE ADVISED DIRECTLY TO THE TRANSFEREE WITHOUT NECESSITY OF ANY CONSENT OR NOTICE TO THE UNDERSIGNED BENEFICIARY.

THE ORIGINAL OF THIS STANDBY LETTER OF CREDIT IS RETURNED HERewith, TOGETHER WITH ANY AND ALL AMENDMENTS, AND WE ASK YOU TO TRANSFER THE LETTER OF CREDIT AND FORWARD IT DIRECTLY TO THE TRANSFEREE WITH YOUR NOTICE OF TRANSFER.

WE CERTIFY THAT THE TRANSFEREE HAS ACQUIRED BENEFICIARY'S RIGHTS AND OBLIGATIONS IN THE UNDERLYING RELATIONSHIP.

ENCLOSED IS OUR REMITTANCE OF CAD335.00 BEING TRANSFER FEE OF CAD300.00 PLUS CAD35.00 COURIER FEE IN PAYMENT OF YOUR TRANSFER COMMISSION, AND IN ADDITION THERETO WE AGREE TO PAY YOU ON DEMAND ANY EXPENSES WHICH MAY BE INCURRED BY YOU IN CONNECTION WITH THIS TRANSFER.

\_\_\_\_\_  
SIGNATURE AUTHENTICATION:

\_\_\_\_\_  
BENEFICIARY'S NAME AS PER L/C:

\_\_\_\_\_  
AUTHORISED SIGNATURE (S) OF BENEFICIARY:

\_\_\_\_\_  
SIGNATURE AUTHENTICATED BY:

(BANK OR NOTARY AUTHORIZED SIGNATURE NAME AND TITLE):

ORIGINAL

This is **Exhibit "NN"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Douglas Montgomery". The signature is written in a cursive style with a large, stylized initial "D" and "M".

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

November 15, 2024

**VIA EMAIL**

**Sierra Winds Business Park Inc.**

#1600, 10303 Jasper Ave NW  
Edmonton, AB T5J 3N6

Attention: Matthew Woolsey

Dear Matthew:

**Re: In the Matter of the CCAA Proceeding of Eastern Meat Solutions Inc. et al (the “Applicants”) Court File No. CV-24-00720622-00CL (the “CCAA Proceeding”)**

We are counsel for the Applicants in the CCAA Proceeding.

We understand that you recently received a “Notice of Non-Renewal” dated October 9, 2024 in respect of a Standby Letter of Credit (BMT0697221OS) (the “**LC**”) issued by Bank of Montreal (“**BMO**”) on November 20, 2023 listing Sierra Winds Business Park Inc. (“**SWBP**”) as the beneficiary of the LC. The LC had originally been issued at the request of Eastern Meat Solutions Inc. on behalf of Sierra Realty (Calgary) Corporation (“**Sierra Realty**”) in contemplation of future events that never transpired, resulting in the LC having never been delivered to SWBP by Sierra Realty.

We also refer to a document entitled “Lease Agreement” between SWBP and Sierra Realty dated as of March 10, 2023 (the “**Terminated Lease**”), which was terminated effective as of July 5, 2024 (the “**Effective Date**”) pursuant to a Notice to Disclaim delivered by Sierra Realty to SWBP on June 5, 2024 (the “**Disclaimer Notice**”).

Sierra Realty originally entered into the Terminated Lease with a view to expanding operations to the Calgary market. As of the Effective Date, the construction of the building contemplated under the Terminated Lease (the “**Building**”) was not complete and therefore the term of the Terminated Lease (the “**Term**”) had not yet commenced. Sierra Realty has never – and will never – occupy the Building. Sierra Realty obtained the LC in anticipation of fulfilling certain future security deposit obligations under the Terminated Lease that never materialized. The LC was intended to secure Sierra Realty’s obligations under the Terminated Lease upon the commencement of the Term, if the Terminated Lease had come into effect. However, as the Terminated Lease was terminated prior to the commencement of the Term and prior to the completion of construction of the Building, there was ultimately no need for Sierra Realty to deliver the LC to SWBP, and it did not do so.



**There is no legal basis upon which SWBP is entitled to draw upon the LC. Any steps taken by SWBP purporting to obtain payment under the LC will be viewed as unlawful and will be immediately brought to the immediate attention of the Court in the CCAA Proceeding. The court-appointed Monitor is copied on this letter.**

Any draws under the LC are expressly subject to the following two conditions: (i) the presentment of a beneficiary's certificate confirming that Sierra Realty has failed to fulfill its obligations under the Terminated Lease; and (ii) the presentment of an original of the LC (or a fax of the original LC in the event of a partial draw). Neither of these conditions have been satisfied or are capable of being satisfied by SWBP for the following reasons.

### **No Obligations Under Terminated Lease**

As described above, the Disclaimer Notice was delivered on June 5, 2024, and the Effective Date of termination was July 5, 2024. SWBP did not take any steps to appeal or set aside the Disclaimer Notice, nor did it seek to exercise any rights or remedies prior to the Effective Date. The Terminated Lease has been terminated and Sierra Realty has no obligations of any nature or kind thereunder. There are therefore no obligations for the LC to secure. The rights of SWBP under the LC (even if any existed) do not survive termination of the Terminated Lease and the LC does not secure any alleged post-termination damages claimed by SWBP.

### **SWBP Is Not in Possession of LC**

Given that the Terminated Lease was terminated prior to the commencement of the Term and the completion of construction of the Building, Sierra Realty never provided the LC to SWBP, nor did it otherwise deliver the LC to SWBP as a form of security under the Terminated Lease. Since the LC was never delivered or presented by Sierra Realty to SWBP, the second condition under the LC has not been satisfied.

Please govern yourself accordingly.

Yours truly,

**Thornton Grout Finnigan LLP**

A handwritten signature in black ink that reads 'Rebecca Kennedy'. The signature is written in a cursive style.

Rebecca L. Kennedy

cc: Robert Vanden Broek and Ramesh Nedadur, *Eastern Meat Solutions Inc.*  
D.J. Miller and Adam Driedger, *Thornton Grout Finnigan LLP*  
Jordan Sleeth and Todd Ambachtscheer, *Deloitte Restructuring Inc.*  
Robert Kennedy and Valerie Cross, *Dentons Canada LLP*, counsel to the Monitor

This is **Exhibit "OO"** referred to in the affidavit of Matthew Woolsey,  
sworn before me on this 20<sup>th</sup> day of February 2025

A handwritten signature in black ink that reads "Montgomery". The first letter "M" is large and stylized, with a loop. The rest of the name is written in a cursive, flowing script.

---

*Commissioner for Taking Affidavits (or as may be)*

DOUGLAS MONTGOMERY  
(LSO #78082M)

November 20, 2024

**VIA EMAIL**

**Sierra Winds Business Park Inc.**  
#1600, 10303 Jasper Ave NW  
Edmonton, AB T5J 3N6

**Woolsey Equities Inc.**  
#1600, 10303 Jasper Ave NW  
Edmonton, AB T5J 3N6

Attention: Matthew Woolsey

Dear Mr. Woolsey:

**Re: In the Matter of the CCAA Proceeding of Eastern Meat Solutions Inc. et al (the “Applicants”) Court File No. CV-24-00720622-00CL (the “CCAA Proceeding”)**

We are counsel for the Applicants in the CCAA Proceeding, which includes Sierra Realty (Calgary) Corporation (“**Sierra Realty**”). We refer to our letter dated November 15, 2024 (the “**November 15 Letter**”),<sup>1</sup> regarding the Standby Letter of Credit BMTO6972210S (the “**LC**”).

We have been advised that a partial draw request in respect of this LC was submitted to the Bank of Montreal (the “**Bank**”) on November 13, 2024 by facsimile, attached as **Schedule “A”**. We have been provided with a copy of that draw request, a copy of which is attached. The draw request does not comply with the terms of the LC and constitutes a clear attempt to fraudulently draw on the LC. Fraud in the context of a Letter of Credit involves the presentation of false documents to the issuer of the credit, often containing knowingly false representations that the beneficiary is entitled to make a demand.

The LC was never delivered to the named beneficiary therein, because the conditions precedent to its delivery were never satisfied. The beneficiary has never been in possession of the original LC, and the beneficiary never acquired any rights that the LC could respond to through a draw made upon it. If you purport to have a copy of the LC (representing that you have the original), please advise as to how you came into possession of such copy.

Any document presented to the Bank by any party purportedly to satisfy the conditions for a draw under the LC would involve false representations, as the conditions to be satisfied for any draw under the LC cannot be met.

---

<sup>1</sup> Capitalized terms not otherwise defined in this letter have the meanings given to them in the November 15 Letter.





In particular, a request presented to the Bank purporting to certify that the draw is being made with respect to a Lease with Sierra Realty contains false representations that the party making such request knew were false at the time of their presentation to the Bank.

Our client intends to seek relief within the CCAA proceeding in respect of which it is an Applicant, relating to the attempt to draw under the LC.

You may contact the undersigned forthwith in this regard.

Yours truly,

**Thornton Grout Finnigan LLP**

A handwritten signature in black ink, appearing to read 'Rebecca Kennedy'. The signature is fluid and cursive, with the first name 'Rebecca' written in a larger, more prominent script than the last name 'Kennedy'.

Rebecca L. Kennedy

cc: Robert Vanden Broek and Ramesh Nedadur, *Eastern Meat Solutions Inc.*  
D.J. Miller and Shurabi Srikaruna, *Thornton Grout Finnigan LLP*  
Jordan Sleeth and Todd Ambachtscheer, *Deloitte Restructuring Inc.*  
Robert Kennedy and Valerie Cross, *Dentons Canada LLP*, counsel to the Monitor

**Schedule A**

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 \*\*\* FAX TX REPORT \*\*\*  
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## TRANSMISSION OK

|                     |             |
|---------------------|-------------|
| JOB NO.             | 0621        |
| DESTINATION ADDRESS | 14165986076 |
| SUBADDRESS          |             |
| DESTINATION ID      |             |
| ST. TIME            | 11/13 12:00 |
| TX/RX TIME          | 00' 28      |
| PGS.                | 1           |
| RESULT              | OK          |



Bank of Montreal  
 Global Trade Operations  
 250 Yonge St., 11<sup>th</sup> Floor  
 Toronto, ON, M5B 2L7  
 Tel: 416 598-6112  
 Fax: 416 598-6076

Re: Irrevocable Standby Letter of Credit No.: BMTO697221OS  
 Applicant: Eastern Meat Solutions Inc.

Date: November 10, 2024

RE: Standby Letter of Credit Amount: \$1,500,000

Issuing bank's reference: BMTO697221OS

Woolsey Equities Inc., a subsidiary of York Realty Inc. and Beneficiary under this letter of credit facility pursuant to the attached request form for full transfer, hereby requests a draw under the above-referenced Letter of credit as follows:

The tenant Sierra Realty Calgary Corporation has failed to fulfill its obligations pursuant to the Lease Agreement entered into between Sierra Realty Calgary Corporation as Tenant and Sierra Winds Business Park Inc., as Landlord for the Leased Premises described as Plan 1910413 Block 1 Lot 1 dated March 10, 2023, as may be amended, supplemented or restated from time to time. Therefore, we are drawing for CAD1,495,000.00, under letter of credit No. BMTO697221OS. Please Wire proceeds to:

**Receiving Bank:** Bank of Montreal Head Office, Montreal SWIFT BIC code: BOFMCAM2  
**Beneficiary Bank (field 57):** Bank of Montreal, 10185 - 101 ST NW, Edmonton, AB, T5J 0H4  
**Canadian Clearing Code:** CC0001  
**Beneficiary (field 59):** Account Number - 00141947724; Woolsey Equities Inc., Canada, 10303 Jasper Avenue NW, Suite 1600, Edmonton, AB, T5J 3N6

Signature authentication: *Ryan Veise, VP Accounting*

Beneficiary's name as per L/C: WOOLSEY EQUITIES INC.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF EASTERN MEAT SOLUTIONS INC., SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN SERVICES INC., SIERRA REALTY CORPORATION, RVB HOLDINGS INC., VANDEN BROEK HOLDINGS (2008) INC., SIERRA REALTY CALGARY CORPORATION AND EASTERN MEAT SOLUTIONS (USA) CORP.

Court File No. CV-24-00720622-00CL

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

PROCEEDING COMMENCED AT  
TORONTO

**AFFIDAVIT OF MATTHEW WOOLSEY  
(Affirmed February 20, 2025)**

**Paliare Roland Rosenberg Rothstein LLP**  
155 Wellington Street West, 35th Floor  
Toronto, ON M5V 3H1

**Jeffrey Larry** (LSO# 44608D)

Tel.: 416.646.4330

E: jeff.larry@paliareroland.com

**Douglas Montgomery** (LSO# 78082M)

Tel: 416.646.6313

Email: douglas.montgomery@paliareroland.com

**Lawyers for Sierra Winds Business Park Inc.  
and Woolsey Equities Inc.**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF EASTERN MEAT SOLUTIONS INC., SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN SERVICES INC., SIERRA REALTY CORPORATION, RVB HOLDINGS INC., VANDEN BROEK HOLDINGS (2008) INC., SIERRA REALTY CALGARY CORPORATION AND EASTERN MEAT SOLUTIONS (USA) CORP.**

Court File No. CV-24-00720622-00CL

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

PROCEEDING COMMENCED AT  
TORONTO

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**RESPONDING MOTION RECORD  
(Returnable March 25, 2025)  
(VOLUME 1 OF 2)**

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**Paliare Roland Rosenberg Rothstein LLP**  
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Toronto, ON M5V 3H1

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**Lawyers for Sierra Winds Business Park Inc.  
and Woolsey Equities Inc.**