

COURT FILE NUMBER	1901-
COURT	COURT OF QUEEN'S BENCH OF ALBERTA IN BANKRUPTCY AND INSOLVENCY
JUDICIAL CENTRE	Calgary
PLANTIFF	ROYAL BANK OF CANADA
DEFENDANTS	SURFACE PRO SERVICES INC., ATKINS KUNTZ CONSTRUCTION GROUP INC., 2049829 ALBERTA INC., DOUGLAS ATKINS, DAVIDKUNTZ and ROGER LEADER
DOCUMENT	AFFIDAVIT
ADDRESS FOR SERVICE AND CONTACT INFORMATION	Douglas Atkins Surface Pro Services Inc. 8916 44 St SE Calgary, AB T2C 2P6
PARTY FILING THIS	Telephone: (403)-680-9991 Facsimile: (403)-452-1366 Email: doug@surfacepros.ca

AFFIDAVIT OF DOUG ATKINS

Sworn on March 15, 2019

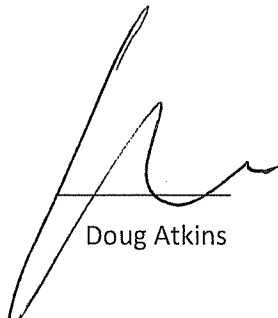
I, Douglas Atkins, of Calgary, Alberta, SWEAR AND SAY THAT:

1. I am the President of Surface Pro Services Inc. and shareholder in Atkins Kuntz Construction Group Inc. and 2049829 Alberta Inc. As such, I have personal knowledge of the matters and facts hereinafter sworn to, except where stated to be based on information and belief, and where so stated, I verily believe the same to be true.
2. Exhibit "A" is a copy of the Surface Pro Services Inc. Account Information Summary document as provided by the Royal Bank of Canada
3. Exhibit "B" is a copy of the Atkins Kuntz Construction Group Inc. Account Information Summary as provided by the Royal Bank of Canada

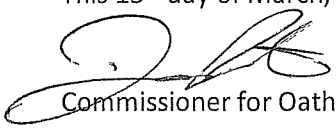
4. Exhibit "C" is a copy of the 2049829 Alberta Inc. Account Information Summary as provided by the Royal Bank of Canada
5. Exhibit "D" is a copy of email correspondence between Doug Atkins and Tasha Brown or other RBC representatives
6. Exhibit "E" is a copy of email correspondence between Doug Atkins and Sheema Cote or other RBC representatives
7. Exhibit "F" is a copy of email correspondence between Doug Atkins and Josh Coonan or other RBC representatives
8. Exhibit "G" is a copy of a letter from Robyn Gurofsky to The Court of Queen's Bench
9. Exhibit "H" is a copy of a lending agreement from Fit Capital Solutions
10. Exhibit "I" is a copy of RBC's Code of Conduct document
11. Exhibit "J" is a copy of Surface Pro Services bank activity on March 1, 2019
12. Exhibit "K" is a copy of returned cheques

SWORN BEFORE ME at Calgary, Alberta,

This 15th day of March, 2019



Doug Atkins



Commissioner for Oaths in and for Alberta

DAVE RENTON
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires May 6, 2019
Appointee #0739894

TAB A



Account Information

Exhibit A

March 14, 2019

SURFACE PRO SERVICES INC.

Assets**Total Assets: -\$1,776.77**

Chequing / Savings	Ownership	Overdraft Limit	Balance
C/A/REG - 02189 1017581	Sole Owner	0	-1,776.77
Total:			-\$1,776.77

Investments	Ownership	Maturity Date	Balance
GIC - 00980181361	Sole Owner		0.00
Total:			\$0.00

Liabilities**Total Liabilities: \$377,988.23**

Credit Cards	Ownership	Limit	Balance
4516070010441923	Joint or	50,000	0.00
4516076003151668	Joint or	50,000	140,995.01
Total:			\$140,995.01

Loans / Mortgages	Ownership	Insurance Protection			Maturity Date	Balance
		Life	Critical Illness	Disability		
RCL - 03009 51403749 001	Sole Owner	Ineligible	Not Offered	Call ISC		235,275.25
DEMAND - 04993 61485488 001	Sole Owner	Ineligible	Not Offered	Call ISC	Mar 19, 2019	1,717.97
Total:						\$236,993.22

Additional Services

Account Type	Ownership	Balance
RFA - 03009 8726812	Sole Owner	0.00
PDS C - 0855901184790000	Sole Owner	0.00
ACR - 00006 135003085 001	Sole Owner	236,281.26
ACR - 00006 135003085 002	Sole Owner	140,995.01
ACR - 00006 135003085 003	Sole Owner	1,703.43

Account Type	Ownership	Balance
ACR - 00006 135003085 004	Sole Owner	279,524.15
ACR - 00006 135003085 005	Sole Owner	0.00
ACR - 00006 135003085 006	Sole Owner	0.00
ACR - 00006 135003085 007	Sole Owner	0.00

Please Note:**Royal Mutual Funds**

This Account Information is provided to you for information purposes only and is not an official statement of your balances at Royal Mutual Funds Inc. (RMFI). RMFI cannot verify the accuracy of the balances above relating to products bought or held outside of RMFI and/or its affiliates. Some of the balances shown may be held by RMFI affiliates where they are not covered by the MFDA Investor Protection Corporation (MFDA IPC). Please consult the official statement(s) you receive from RMFI to determine which positions are eligible for protection by the MFDA IPC. Any investments described above may be held with Royal Bank of Canada, Royal Trust Corporation, The Royal Trust Company, Royal Mutual Funds Inc. or RBC Direct Investing Inc., which are separate corporate entities which are affiliated. RMFI is licensed as a financial services firm in the province of Quebec.

RBC Direct Investing

This Account Information is provided to you, at your request, for supplemental information purposes only and is not an official statement of your balances at RBC Direct Investing Inc. ("RBCDI"). Some of the balances shown may be held by RBCDI affiliates where they are not covered by the Canadian Investor Protection Fund ("CIPF"). Please consult the official statement(s) you receive from RBCDI to determine which positions are eligible for protection by the CIPF and/or held in segregation. Any balances described above may be held with Royal Bank of Canada, Royal Trust Corporation of Canada, The Royal Trust Company, Royal Mutual Funds Inc. or RBCDI, which are separate corporate entities which are affiliated. If you notice any discrepancies between the balances shown on the statement(s) you receive from RBCDI and those described above as being with RBCDI, please contact an Investment Services Representative at 1-800-769-2560.

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TAB B



Account Information

March 14, 2019

Exhibit B

ATKINS KUNTZ CONSTRUCTION GROU

Assets**Total Assets: -\$27,564.85**

Chequing / Savings	Ownership	Overdraft Limit	Balance
C/A/REG - 02189 1007616	Sole Owner	0	-27,564.85
Total:			-\$27,564.85

Investments	Ownership	Maturity Date	Balance
There are no items to be displayed.			

Liabilities**Total Liabilities: \$511,482.87**

Credit Cards	Ownership	Limit	Balance
4516070009851454	Joint or	25,000	26,227.99
4516070009851488	Joint or	25,000	26,256.36
Total:			\$52,484.35

Loans / Mortgages	Ownership	Insurance Protection			Maturity Date	Balance
		Life	Critical Illness	Disability		
RCL - 03009 27117332 001	Sole Owner	Ineligible	Not Offered	Call ISC	458,998.52	
Total:					\$458,998.52	

Additional Services

Account Type	Ownership	Balance
RFA - 03009 8696379	Sole Owner	0.00
PDS C - 0855903773590000	Sole Owner	0.00
ACR - 00006 142448653 001	Sole Owner	482,564.85
ACR - 00006 142448653 002	Sole Owner	0.00
ACR - 00006 142448653 003	Sole Owner	52,484.35
ACR - 00006 142448653 004	Sole Owner	0.00
ACR - 00006 142448653 005	Sole Owner	0.00
ACR - 00006 142448653 006	Sole Owner	0.00

Account Type**Ownership****Balance****Please Note:****Royal Mutual Funds**

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TAB C



Exhibit C

Account Information

March 14, 2019

2049829 ALBERTA INC.

Assets**Total Assets: \$6,068.22**

Chequing / Savings	Ownership	Overdraft Limit	Balance
C/A/REG - 02699 1089762	Sole Owner	0	6,068.22
Total:			\$6,068.22

Investments	Ownership	Maturity Date	Balance
There are no items to be displayed.			

Liabilities**Total Liabilities: \$2,252,065.78**

Credit Cards	Ownership	Limit	Balance
There are no items to be displayed.			

Loans / Mortgages	Ownership	Insurance Protection			Maturity Date	Balance
		Life	Critical Illness	Disability		
DEMAND - 03009 46064318 001	Sole Owner	Ineligible	Ineligible	Call ISC	Jan 15, 2023	2,252,065.78
Total:						\$2,252,065.78

Additional Services

Account Type	Ownership	Balance
ACR - 00006 576016703 001	Sole Owner	2,243,204.81

Please Note:**Royal Mutual Funds**

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TAB D

Exhibit D

Doug Atkins

From: (3) Doug Atkins
Sent: May 28, 2018 12:55 AM
To: Brown, Tasha
Subject: Re: Thanks

Hi Tasha,
The subject of Jeff and his professionalism of course is strongly endorsed by me, how did you want it sent to you? Just in an email or a couriered letterhead bearing a more meaningful fashion?
Let me know, it will be done this week if that's okay.
I am fairly open schedule wise for the other topic, I will let you propose a time that works for you.
Thank you for the quick response.
Doug

Sent from my iPhone

(2) On May 27, 2018, at 11:10 PM, Brown, Tasha <tasha.brown@rbc.com> wrote:

Hi Doug, the pleasure was all ours. It was a great cause and an even better opportunity to meet some great entrepreneurs like yourself. I would welcome a lunch or dinner depending on how soon you would like to meet. Is there a day or week that works better for you?

I also wanted to ask if I could get a quick reply on how Jeff has helped your business and been a trusted advisor? We have quarterly nominations at RBC and this would be a great addition to his write up.

Appreciate the email Doug and we continue to thank-you for entrusting us with your business.

Tasha Brown, EMBA | Vice President Commercial Financial Services | **RBC Royal Bank.** | Tel. [403-441-7021](tel:403-441-7021)

(1) On: 25 May 2018 16:21, "Doug Atkins" <doug@SURFACEPROS.CA> wrote:

Good afternoon Tasha,

I want to thank you and your team for the invitation to an awesome event last night that my partner Dave Kuntz and I absolutely enjoyed! Great net working and seeing many people of higher standards. You had mentioned your entrepreneurial spirit and past experiences, which helped you to achieve many of your goals. If it is of interest I would like to discuss an idea with you of great interest to me and may be a major benefit to your company over lunch or dinner? It is of course a confidential conversation not to be shared immediately.

Thank you again,

Doug Atkins

From: Doug Atkins
Sent: May 28, 2018 5:08 PM
To: Brown, Tasha
Subject: RE: Thanks

3 B)

Tasha,

I will get that off to you this evening.
The 15th works great for lunch.

Thank you
Doug

From: Brown, Tasha <tasha.brown@rbc.com>
Sent: May 28, 2018 1:50 PM
To: Doug Atkins <doug@SURFACEPROS.CA>
Subject: RE: Thanks

3 A)

Hi Doug, a quick email would be great on the matter of Jeff. Nothing too formal required.

As for a lunch would June 15th work for you?

Tasha Brown, EMBA, CRM | Vice President Commercial Financial Services | **RBC Royal Bank** | Tel. 403-441-7021

From: Doug Atkins [<mailto:doug@SURFACEPROS.CA>]
Sent: 2018, May, 28 12:55 AM
To: Brown, Tasha
Subject: Re: Thanks

Hi Tasha,

The subject of Jeff and his professionalism of course is strongly endorsed by me, how did you want it sent to you? Just in an email or a couriered letterhead bearing a more meaningful fashion?

Let me know, it will be done this week if that's okay.

I am fairly open schedule wise for the other topic, I will let you propose a time that works for you.

Thank you for the quick response.

Doug

Sent from my iPhone

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I also wanted to ask if I could get a quick reply on how Jeff has helped your business and been a trusted advisor? We have quarterly nominations at RBC and this would be a great addition to his write up.

Doug Atkins

From: Brown, Tasha <tasha.brown@rbc.com>
Sent: May 30, 2018 12:39 PM
To: Doug Atkins
Subject: RE: Jeff Biers

3 D)

Thanks for providing this Doug. I know that Jeff will be surprised and appreciative when he sees the write up for his nomination.

I am going to send a lunch invite on June 14th, the 15th got booked on me. If June 14th isn't good please let me know what works for you and I can try and make it work.

Have a great & thanks again.

Tasha Brown, EMBA, CRM | Vice President Commercial Financial Services | **RBC Royal Bank** | Tel. 403-441-7021

From: Doug Atkins [mailto:doug@SURFACEPROS.CA]
Sent: 2018, May, 29 12:32 PM
To: Brown, Tasha
Subject: Jeff Biers

3 c)

Good afternoon Tasha,

I wanted to reach out to you to express my gratitude of having a professional banker such as Jeff Biers in a very complexed commercial work environment, as an owner of several companies which over the many years that I have been in business, have found challenges in an everchanging economical climate in Alberta. Jeff is the first banker that I have ever met that gets it, he recognizes the needs of business's operations and advises on solutions that make sense and are understood. He is quick to explain from the RBC's perspective what makes a company worth doing business with and the importance of a strong alliance through sound decisions and offers many of the RBC products that are applicable to our needs which I didn't know existed. He is very respectful and speaks openly to create an atmosphere of trusted financial advice, mean while always open about discussing family, politics and relevant news about the world we live in. Needless to say, I give him a lot of credit for our success today and builds confidence in moving forward to those that he engages willingly.

Thank you again

Doug Atkins
President

If you received this email in error, please advise the sender (by return email or otherwise) immediately. You have consented to receive the attached electronically at the above-noted email address; please retain a copy of this confirmation for future reference. You may [unsubscribe](#) from promotional emails.

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Doug Atkins

From: Brown, Tasha <tasha.brown@rbc.com>
Sent: September 4, 2018 11:22 PM
To: Doug Atkins
Subject: Re: Friday's Event

Doug, thank-you for the kind note and we really enjoyed getting to know both of you better as well. The feeling was mutual and couldn't agree more on the strength of connections. Looking forward to continuing the partnership.

Warren appreciates the gesture on the golf tournament.

Best,
Tasha

Tasha Brown, EMBA | Vice President Commercial Financial Services | RBC Royal Bank. | Tel. [403-441-7021](tel:403-441-7021)

On: 03 September 2018 15:53, "Doug Atkins" <doug@SURFACEPROS.CA> wrote:

Good afternoon Tasha,

Dianne and I want to thank you immensely for the wonderful afternoon spent with you and Warren, she was so comfortable with you two and told me that we are doing business with who it feels like are friends. Strong connections in business are important and also a breath of fresh air.

Let Warren know I am working on the Billy Powers golf tournament for him.

Thank you again
Doug and Dianne

Sent from my iPhone

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Doug Atkins

From: Brown, Tasha <tasha.brown@rbc.com>
Sent: September 6, 2018 10:44 PM
To: Doug Atkins
Subject: RE: Friday's Event

Hi Doug - if I can be of value of course. I am involved in some offsite leadership meetings next week but I have some openings on Sept 20/21. Would you like to meet for a coffee?

Tasha Brown, EMBA, CRM | Vice President Commercial Financial Services | RBC Royal Bank | Tel. 403-441-7021

From: Doug Atkins [mailto:doug@SURFACEPROS.CA]
Sent: 2018, September, 06 10:38 AM
To: Brown, Tasha
Subject: Re: Friday's Event

Tasha,
Would you have any interest or time to meet to discuss my plans for dealing with this Roger Leader situation, of course you may have valuable thoughts based on your experience and education in this situation.
Thank you
Doug Atkins

Sent from my iPhone

On Sep 4, 2018, at 11:21 PM, Brown, Tasha <tasha.brown@rbc.com> wrote:

Doug, thank-you for the kind note and we really enjoyed getting to know both of you better as well. The feeling was mutual and couldn't agree more on the strength of connections. Looking forward to continuing the partnership.

Warren appreciates the gesture on the golf tournament.

Best,
Tasha

Tasha Brown, EMBA | Vice President Commercial Financial Services | RBC Royal Bank. |
Tel. 403-441-7021

On: 03 September 2018 15:53, "Doug Atkins" <doug@SURFACEPROS.CA> wrote:

Good afternoon Tasha,

Dianne and I want to thank you immensely for the wonderful afternoon spent with you and Warren, she was so comfortable with you two and told me that we are doing business with who it feels like are friends. Strong connections in business are important and also a breath of fresh air.

From: "Doug Atkins" <doug@SURFACEPROS.CA>
Subject: FW: Message from "RNP58387904BB6F"
Date: 04 September 2018 21:37
To: "Brown, Tasha" <tasha.brown@rbc.com>



Warren,

Billy Powers Tournament

Doug

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Doug Atkins

From: Warren Brown <wbrown@whiteowl-services.com>
Sent: September 7, 2018 8:55 AM
To: Brown, Tasha; Doug Atkins
Subject: RE: Message from "RNP58387904BB6F"

Doug,

10

It was fun and a pleasure spending time with you and your wife at the Shaw Classic. I was planning on attending the golf event on Monday but we are sending our board package out that evening for our upcoming board meeting. A few additional items and topics have been added so it will be a bit of a rush to get done. Please keep me in mind for next year as I would certainly like to attend.

Cheers.

Regards,

Warren Brown B.Comm CFA, CPA, CMA
VP Corporate Development
White Owl Energy Services Inc.
1150, 1122-4th Street SW
Calgary, Alberta T2R 1M1 Canada
PO Box 1953, Dickinson, North Dakota 58602 USA
Office: 403-457-5456 ext. 102
Cell: 403-608-0988
Fax: 403-453-2211
wbrown@whiteowl-services.com
www.whiteowl-services.com

From: Brown, Tasha <tasha.brown@rbc.com>
Sent: September 4, 2018 11:25 PM
To: Doug Atkins <doug@SURFACEPROS.CA>
Cc: Warren Brown <wbrown@whiteowl-services.com>
Subject: Fwd: Message from "RNP58387904BB6F"

9

Thanks Doug.

I've copied Warren.

Tasha Brown, EMBA | Vice President Commercial Financial Services | RBC Royal Bank. | Tel. [403-441-7021](tel:403-441-7021)

TAB E

Exhibit E

Hi Dave,

I have attached Josh Coonan to this email as he is now looking after this account.

Thank you
Dee

Deeann Sherwood | Associate Account Manager, Business Financial Services | **RBC Royal Bank** |
Royal Bank of Canada | T. 403 292-8205 |

From: Dave Renton [mailto:dave@underworldenvironmental.com]

Sent: 2019, March, 07 2:45 PM

To: Sherwood, Deeann <deeann.sherwood@rbc.com>

Subject: Underworld Account

Dee,

I have had a couple Underworld Employees call saying their paychecks are frozen or not clearing through our Underworld bank account. I looked on line and don't see any reason they should be frozen, all checks seem to be going through. Can you let me know if there is a reason these checks are being held?

Thanks!

Dave Renton
General Manager
403-726-4398

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Cc: Zimmel, Kevin
Subject: RE: Underworld Account

Doug SENT THIS TO JOSH
MARCH 7TH 5:30 - 6:00 P.M.

Josh,

Are you able to leave the Underworld account alone? This over zealous vendetta orchestrated by you know who, is not how business and life should be treated.

It's bad enough that you chose to invoke A Notice of Intention to Enforce Security pursuant to section 244 (10 days ???) of the Bankruptcy and Insolvency Act. You certainly would never exercise that action to clients like us unless there was a strong ill intended direction given!!

Also you should have mentioned to me Friday that you were not in the Advisory role, but instead it's the Terminator assigned to decimate the lives of hard working Albertan families in the midst of a recession. Our group of companies have been clients of RBC for over 8 years with us promoting your various products to our employees and families that includes Visa, RRSP, Personal LOC's, mortgages, bank accounts, etc. I offered to meet with you, tour our facility, and propose the direction I felt we should take, and have your Advisory council to guide us through any banking and tax concerns.

I told you that I have a business plan with many positives, efficiencies addressed, and a reduction of labour and expenses, had our Commercial Property appraised last week with the results containing higher value and the life of the building at 40 years.

Now I know that your real agenda was a well concealed and deceitful action with no concern or compassion for people, I don't think I could look myself in the mirror if I had your job.

Regards

Doug Atkins

From: Underworld <dave@underworldenvironmental.com>
Sent: March 7, 2019 3:39 PM
To: Doug Atkins <doug@SURFACEPROS.CA>
Subject: Fwd: Underworld Account

So Josh is in charge of the Underworld account now too

Dave Renton
Underworld Environmental Inc.
C:403-612-2874. O:403-457-1366
8916 44 St SE. Calgary, AB. T2C 2P6

Begin forwarded message:

From: "Sherwood, Deeann" <deeann.sherwood@rbc.com>
Date: March 7, 2019 at 3:30:18 PM MST
To: Dave Renton <dave@underworldenvironmental.com>
Cc: "Coonan, Josh" <josh.coonan@rbc.com>
Subject: RE: Underworld Account

Doug Atkins

From: Coonan, Josh <josh.coonan@rbc.com>
Sent: 2) March 1, 2019 12:28 PM
To: Doug Atkins
Subject: RE: Re-assignment to Special Loans

Doug,

2) Further to our call yesterday, I am still awaiting the delivery of your equipment list in order to consider processing your payroll. In addition I need the following:

- A summary AR for both Atkins Kuntz and Surface Pro
- The detailed payroll, including the amounts going to each employee (we will be following up with cheque numbers)

Regards,

Josh Coonan | Senior Manager, Special Loans and Advisory Services | **RBC Royal Bank**
Direct: (403) 292-1698 | Toll-Free: (844) 723-2104 | Fax: (403) 292-3019
335 8th Ave SW, 5th Floor, Calgary, AB T2P 1C9

1) 1:45 P.M. FEBRUARY 28th

JOSH CALLS Doug, TO BASICALLY INTRODUCE HIMSELF
AND TELL ME HE JUST GOT OUR FILES AND →
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→ HE'S NOT HAD TIME TO LOOK AT IT, BUT
HE SURE SEEMED TO KNOW MORE THAN HE
DISCLOSED.

Doug Atkins

From: 3) Doug Atkins
Sent: March 1, 2019 1:18 PM
To: Coonan, Josh
Subject: RE: Re-assignment to Special Loans

Josh,

3) Will do, I'm on it.

The appraiser from Colliers was here this morning, he was involved with the first appraisal. He was visibly impressed with the improvements we have made, which will improve the value and he also said that comparables for this unique property is really difficult to find. I was told by Mark Berestians (Colliers) the appraisal should be available Monday afternoon, I really appreciate their sense of urgency.

Regards

Doug Atkins

From: Coonan, Josh <josh.coonan@rbc.com>
Sent: March 1, 2019 12:28 PM
To: Doug Atkins <doug@SURFACEPROS.CA>
Subject: RE: Re-assignment to Special Loans

Doug,

Further to our call yesterday, I am still awaiting the delivery of your equipment list in order to consider processing your payroll. In addition I need the following:

- A summary AR for both Atkins Kuntz and Surface Pro
- The detailed payroll, including the amounts going to each employee (we will be following up with cheque numbers)

Regards,

Josh Coonan | Senior Manager, Special Loans and Advisory Services | RBC Royal Bank
Direct: (403) 292-1698 | Toll-Free: (844) 723-2104 | Fax: (403) 292-3019
335 8th Ave SW, 5th Floor, Calgary, AB T2P 1C9

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Doug Atkins

From: 5) Coonan, Josh <josh.coonan@rbc.com>
Sent: March 1, 2019 1:35 PM
To: Doug Atkins
Subject: RE: Re-assignment to Special Loans

Doug,

5) What about the equipment list we talked about yesterday?

Regards,

Josh Coonan
Direct: (403) 292-1698

From: Doug Atkins [mailto:doug@SURFACEPROS.CA]
Sent: Friday, March 01, 2019 1:26 PM
To: Coonan, Josh
Subject: Re: Re-assignment to Special Loans 4)

Josh,

4) I might be able to deposit \$108,000. into SPS this afternoon which may assist you in making a payroll decision today. I am presently working on the inventory list.

Regards

Doug Atkins

JOSH NEVER EVEN COMMENTED ON THAT.
I KNEW THEN THAT HE WAS CONCEALING HIS
TRUE INTENTIONS.

Sent from my iPhone

On Mar 1, 2019, at 1:17 PM, Doug Atkins <doug@surfacepros.ca> wrote:

Josh,

Will do, I'm on it.

The appraiser from Colliers was here this morning, he was involved with the first appraisal. He was visibly impressed with the improvements we have made, which will improve the value and he also said that comparables for this unique property is really difficult to find. I was told by Mark Berestians (Colliers) the appraisal should be available Monday afternoon, I really appreciate their sense of urgency.

Regards

Doug Atkins

Doug Atkins

From: (e) Doug Atkins
Sent: March 1, 2019 1:37 PM
To: Coonan, Josh
Subject: Re: Re-assignment to Special Loans

Josh,

(e) I working on it as we communicate, I'm multitasking as they say, I am just passing on information as I receive it.

Doug

Sent from my iPhone

On Mar 1, 2019, at 1:34 PM, Coonan, Josh <josh.coonan@rbc.com> wrote:

Doug,

What about the equipment list we talked about yesterday?

Regards,

Josh Coonan
Direct: (403) 292-1698

From: Doug Atkins [<mailto:doug@SURFACEPROS.CA>]
Sent: Friday, March 01, 2019 1:26 PM
To: Coonan, Josh
Subject: Re: Re-assignment to Special Loans

Josh,

I might be able to deposit \$108,000. into SPS this afternoon which may assist you in making a payroll decision today. I am presently working on the inventory list.

Regards

Doug Atkins

Sent from my iPhone

On Mar 1, 2019, at 1:17 PM, Doug Atkins <doug@surfacepros.ca> wrote:

Josh,

Doug Atkins

From: Coonan, Josh <josh.coonan@rbc.com>
Sent: March 1, 2019 4:35 PM
To: Doug Atkins
Cc: Dave Renton; Charli Atkins
Subject: RE: Equipment Lists

Doug,

I'm still waiting on the AR and payroll excesses as part of the review.

Regards,

Josh Coonan
Direct: (403) 292-1698

From: Doug Atkins [mailto:doug@SURFACEPROS.CA]
Sent: Friday, March 01, 2019 4:03 PM
To: Coonan, Josh
Cc: Dave Renton; Charli Atkins
Subject: FW: Equipment Lists

Josh,

This is the largest equipment with substantial equity.
I am also preparing another list much larger of the other pieces.
A deposit has been made into Surface Por Services Inc. today.

Doug

Charli Atkins

Office Manager
SPS Landscapes
Atkins Kuntz Construction Group
8916 44th St. SE
Calgary AB, T2C 2P6



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Doug Atkins

From: B Doug Atkins
Sent: March 1, 2019 4:31 PM
To: josh.coonan@rbc.com
Subject: The file

Josh,

B There is another list coming your way soon, all that equipment is basically free and clear.
Doug

Sent from my iPhone

Doug Atkins

From: Coonan, Josh <josh.coonan@rbc.com>
Sent: March 1, 2019 4:50 PM
To: Doug Atkins
Cc: Dave Renton; Charli Atkins
Subject: RE: Equipment Lists

Importance: High

9 A)

Gentlemen – It's 5pm, I need the requested information now.

Josh Coonan
Direct: (403) 292-1698

From: Doug Atkins [mailto:doug@SURFACEPROS.CA]
Sent: Friday, March 01, 2019 4:03 PM
To: Coonan, Josh
Cc: Dave Renton; Charli Atkins
Subject: FW: Equipment Lists

Josh,

This is the largest equipment with substantial equity.
I am also preparing another list much larger of the other pieces.
A deposit has been made into Surface Por Services Inc. today.

Doug

Charli Atkins

Office Manager
SPS Landscapes
Atkins Kuntz Construction Group
8916 44th St. SE
Calgary AB, T2C 2P6



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Doug Atkins

From: ²¹⁾ Doug Atkins
Sent: March 1, 2019 5:02 PM
To: Coonan, Josh
Subject: ¹²⁾ Re: Equipment Lists

¹²⁾ Josh, can I give you a quick call or you call me when you can?
Doug

Sent from my iPhone

On Mar 1, 2019, at 4:58 PM, Coonan, Josh <josh.coonan@rbc.com> wrote:

^{u)}
Doug,

¹¹⁾ This isn't a matter of me wanting to go home (which I do, and will be shortly), it's a matter of your employees showing up at the bank and being told their cheques will not clear. It will take me at least 30 minutes to get everything programmed.

Regards,

Josh Coonan
Direct: (403) 292-1698

¹⁰⁾ **From:** Doug Atkins [<mailto:doug@SURFACEPROS.CA>]
Sent: 2019, March, 01 4:53 PM
To: Coonan, Josh <josh.coonan@rbc.com>
Subject: Re: Equipment Lists

Josh,

¹⁰⁾ We are running our butts off and will get that to you but the riots, looting and chaos is also being dealt with on a payroll day not to mention the fuel provider has suspended the 21 cards.
I am on it.

Doug

Sent from my iPhone

On Mar 1, 2019, at 4:49 PM, Coonan, Josh <josh.coonan@rbc.com> wrote:

Gentlemen – it's 5pm, I need the requested information now.

Josh Coonan
Direct: (403) 292-1698

Doug Atkins

From: 13) Coonan, Josh <josh.coonan@rbc.com>
Sent: March 1, 2019 5:04 PM
To: Doug Atkins
Subject: RE: Equipment Lists

Doug, 13)

Don't waste time with a call – if I don't get the documents, there is no approval and as such there is no payroll.

A call cannot change that as that's the approval I received from our risk group and I can't override that.

Regards,

Josh Coonan
Direct: (403) 292-1698

From: Doug Atkins [mailto:doug@SURFACEPROS.CA]
Sent: 2019, March, 01 5:02 PM
To: Coonan, Josh <josh.coonan@rbc.com> 12)
Subject: Re: Equipment Lists

12) Josh, can I give you a quick call or you call me when you can?
Doug

Sent from my iPhone

On Mar 1, 2019, at 4:58 PM, Coonan, Josh <josh.coonan@rbc.com> wrote:

11) Doug, 11)

This isn't a matter of me wanting to go home (which I do, and will be shortly), it's a matter of your employees showing up at the bank and being told their cheques will not clear. It will take me at least 30 minutes to get everything programmed.

Regards,

Josh Coonan
Direct: (403) 292-1698

From: Doug Atkins [mailto:doug@SURFACEPROS.CA]
Sent: 2019, March, 01 4:53 PM
To: Coonan, Josh <josh.coonan@rbc.com>
Subject: Re: Equipment Lists

Josh,

Doug Atkins

From: (H) Doug Atkins
Sent: March 1, 2019 5:07 PM
To: josh.coonan@rbc.com

Josh,

(H)

I am working on the other information I think you requested, also I will have the current up to date appraisal and a business plan if you feel it will contribute to the situation?

Doug

Sent from my iPhone

Doug Atkins

From: Doug Atkins
Sent: March 1, 2019 5:06 PM
To: Coonan, Josh
Subject: Re: Equipment Lists

Josh, (S)

What I am saying I got the payroll covered today using my personal funds which was bit of a scramble so it's not urgent right at the moment.

Sent from my iPhone

On Mar 1, 2019, at 5:03 PM, Coonan, Josh <josh.coonan@rbc.com> wrote:

Doug,

Don't waste time with a call – if I don't get the documents, there is no approval and as such there is no payroll.

A call cannot change that as that's the approval I received from our risk group and I can't override that.

Regards,

Josh Coonan
Direct: (403) 292-1698

From: Doug Atkins [<mailto:doug@SURFACEPROS.CA>]
Sent: 2019, March, 01 5:02 PM
To: Coonan, Josh <josh.coonan@rbc.com>
Subject: Re: Equipment Lists

Josh, can I give you a quick call or you call me when you can?
Doug

Sent from my iPhone

On Mar 1, 2019, at 4:58 PM, Coonan, Josh <josh.coonan@rbc.com> wrote:

Doug,

This isn't a matter of me wanting to go home (which I do, and will be shortly), it's a matter of your employees showing up at the bank and being told their cheques will not clear. It will take me at least 30 minutes to get everything programmed.

Regards,

Josh Coonan
Direct: (403) 292-1698

Doug Atkins

From: Coonan, Josh <josh.coonan@rbc.com>
Sent: March 5, 2019 5:50 PM
To: Doug Atkins
Subject: RE: SPS Account

16)

Doug,

I doubt that there has been a hold put on personal cheques, but there isn't any available authorized credit in the business. Anything that's been deposited has gone to reduce the balances over the authorized credit.

We'll need to connect in the morning, but the bank has made the decision to seek a receiver over the assets of Atkins Kuntz Construction, Surface Pro Services, and 2049829 Alberta Ltd. due to, among other things, the extreme degradation of the financial situation of the companies evidenced by the inability to make payroll when due.

Our counsel has sent demands for repayment to each of the above companies and their respective guarantors.

Regards,

Josh Coonan | Senior Manager, Special Loans and Advisory Services | **RBC Royal Bank**
Direct: (403) 292-1698 | Toll-Free: (844) 723-2104 | Fax: (403) 292-3019
335 8th Ave SW, 5th Floor, Calgary, AB T2P 1C9

Thank you for your response and certainly your patient efforts Friday, one quick question, why would holds be put on my personal cheques when it's deposited into my commercial account when other cheques are not held?

Doug

Sent from my iPhone

> On Mar 5, 2019, at 1:25 PM, Coonan, Josh <josh.coonan@rbc.com> wrote:
>
> Doug,
>
> I'm trying to make some availability for you, but unfortunately I committed most of Friday to your file and the payroll issues; as such have a number of other client matters that were put off. I am addressing these and will advise when I have an opening.
>
> Regards,
>
> Josh Coonan | Senior Manager, Special Loans and Advisory Services |
> RBC Royal Bank
> Direct: (403) 292-1698 | Toll-Free: (844) 723-2104 | Fax: (403)
> 292-3019
> 335 8th Ave SW, 5th Floor, Calgary, AB T2P 1C9
>
> -----Original Message-----
> From: Doug Atkins [mailto:doug@SURFACEPROS.CA]
> Sent: Monday, March 04, 2019 5:27 PM
> To: Coonan, Josh

TAB F

Exhibit F

Doug Atkins

From: Coonan, Josh <josh.coonan@rbc.com>
Sent: March 8, 2019 1:41 PM
To: Doug Atkins
Subject: RE: Underworld Account

Mr. Atkins,

I've had an opportunity to read your email several times to ensure that I can address your concerns.

I can assure you that RBC nor any of its employees is in the midst of a vendetta against you or any company for which you have control. I can note that we are attempting to secure any amounts outstanding in the face of a challenging situation. This is not an action the bank has taken lightly, which I can illustrate by our history of temporary accommodations for additional credit starting in November 2018 and renewed several times until February 2019.

wow! 2 1/2 months

I'll explain my role to you as I explain it to all clients that I have the privilege to work with – my colleagues and I are tasked with protecting the bank's assets, managing clients that we have deemed are a higher risk than the bank is normally comfortable with, and provide advice if possible. While it is not my primary task or goal, we are empowered to seek legal remedies where required which is how you received notices under the Bankruptcy and Insolvency Act (specifically the s.224 notices, Notice of Intention to Enforce Security). The unfortunate truth is that the companies for which we've issued demands are insolvent, do not have access to sufficient cash and have been losing money, all leading the bank to the realization of the debt through a court supervised process.

To your specific concerns about Underworld Environmental, neither I nor any of my colleagues had provided specific instructions on this company. It was a non-borrowing entity so I had not considered any elevated risk to that account. The account was not frozen, but it is the policy of the bank to put a hold on all personal cheques deposited to a business account. This proved to be prudent given that there has been significant cheque fraud committed within the account, and we currently have an overdraft after the cheques were returned.

A review of your location, discussion of the issues, or any other proposed remedy does not fix fraud or the lack of cash available to the business. I'm sorry if you feel I misled you, as it certainly isn't the case; I was in discussions with you on Thursday and Friday to cover payroll if you were able to produce certain documents, and was prepared to allow funds to go through on those deliveries. You said via email that you had covered the payroll through personal funds – we now know that was a lie.

I'm sorry we couldn't work together, but unfortunately RBC's trust in you has been eroded and that is the corner stone of the banking relationship. Our corporate investigation services will be discussing the cheque fraud with the appropriate parties.

Please govern yourself accordingly.

Regards,

Josh Coonan | Senior Manager, Special Loans and Advisory Services | **RBC Royal Bank**
Direct: (403) 292-1698 | Toll-Free: (844) 723-2104 | Fax: (403) 292-3019
335 8th Ave SW, 5th Floor, Calgary, AB T2P 1C9

From: Doug Atkins [mailto:doug@SURFACEPROS.CA]
Sent: Thursday, March 07, 2019 4:26 PM
To: Coonan, Josh

Doug Atkins

From: Doug Atkins
Sent: March 8, 2019 3:29 PM
To: Coonan, Josh
Subject: RE: Underworld Account

Mr. Coonan,

I've also read your email several times, and quite honestly you can twist whatever events have taken place into what you would believe. I do not want to banter back and forth with you, it's clear that you have a rigid direction to obey.

The greatest of differences in this scenario is clearly, you are just doing a job based on partial information other than the numbers in front of you today. My position is to somehow protect everything that my wife and I have worked very hard for, challenges are what makes life difficult at times and I will not bore you with the details. If this goes as per your well orchestrated attack my wife and I will have no retirement comfort as she is sick and can not work, my four daughters, and numerous awesome Partners, and employees will have worked so hard for nothing, all at the sudden whim of the RBC to seize everything if we can not raise over three million dollars in ten days!!?? How is this even fair let alone reasonable ??!!

I go through your email, you say temporary accommodations were made though November 2018 until February 2019, so that is mid winter as we are basically a seasonal income restricted industry, and in a difficult economy where receivables are slower coming in for most companies. You were still charging interest and fees for every favour you did for us. Surface Pro Services Inc has had profitable year ends every year, made their payments and has made a lot of money for you, and promoted the RBC to our employees. We have several very large projects awarded to us and we are certainly not insolvent. The spinning of tales is a true gift my friend, but this is no fairy tale but the senseless destruction of peoples hopes, dreams and lives.

You please stick to your fraud story, I have controlling ownership in every company so it's my money, I am the Executor of my Father's estate, and I do not approve or understand many of your mistruths and actions Sir, but I do know the power of Social Media when situations of bullying and pillaging for money are exposed, certain governments may take interest too. It's me that doesn't trust you and your untruthful cover your butt email because not once was I to be included in whatever plan you had.

I advise you to govern yourself carefully.

Good day

Doug Atkins
Senior Manager of Special Companies

From: Coonan, Josh <josh.coonan@rbc.com>
Sent: March 8, 2019 1:41 PM
To: Doug Atkins <doug@SURFACEPROS.CA>
Subject: RE: Underworld Account

Mr. Atkins,

I've had an opportunity to read your email several times to ensure that I can address your concerns.

FROM LATE IN THE AFTERNOON OF FEB. 28
UNTIL 5:30 P.M. MARCH 1, ALL WE DID WAS SUPPLY
JOSH WITH INFORMATION SO THAT LEAH COULD GET

Doug Atkins

From: Cote, Sheema <sheema.cote@rbc.com>
Sent: * February 28, 2019 10:52 AM
To: Doug Atkins
Cc: Coonan, Josh
Subject: Special Loans Division

WORK DONE TO SEND
US MARCH 5-6 WITH
A KILL SHOT.

* Hi Doug,

As discussed, I am forwarding you Josh Coonan's contact details. He will be your contact moving forward. You may contact him at your earliest.

Josh Coonan | Senior Manager, Special Loans and Advisory Services | RBC Royal Bank
Direct: (403) 292-1698 | Toll-Free: (844) 723-2104 | Fax: (403) 292-3019

Kind regards,
Sheema

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TIME LINE

- * SHEEMA COTE SENDS OUR FEB. 28
ACCOUNT TO JOSH COONAN 10:52 AM
SENIOR COMMERCIAL MANAGER
- JOSH TAKES MY CALL @ 1:45 P.M. - TELLS ME WHAT HE DOES.
- 2) JOSH COONAN SENDS 1ST EMAIL MARCH 1
12:28 P.M.
- 3) DOUG SENDS COONAN EMAIL MARCH 1
1:18 P.M.

TAB G

Robyn Gurofsky
T (403) 232-9774
F (403) 266-1395
rgurofsky@blg.com

Borden Ladner Gervais LLP
Centennial Place, East Tower
1900, 520 - 3rd Ave SW
Calgary, AB, Canada T2P 0R3
T 403.232.9500
F 403.266.1395
blg.com

BLG
Borden Ladner Gervais

Exhibit G

File No. 404600.764

March 13, 2019

Delivered by Hand

Court of Queen's Bench of Alberta
22nd Floor, 601 - 5th Street SW
Calgary, AB T2P 5P7

Attention: The Honourable Justice K. Yamauchi

My Lord:

**Re: Royal Bank of Canada v. Surface Pro Services et al
Application Scheduled Friday, March 15, 2019 at 2:00 p.m.**

Further to the above noted matter scheduled to be heard before you on Friday, March 15, 2019 at 2:00 p.m., please find enclosed unfiled copies of the Application for the appointment of an interim receiver, and the Affidavit of Josh Coonan sworn March 12, 2019 prepared in support. We are concurrently providing these unfiled copies to the Defendants' counsel.

We have not filed the materials yet as we have agreed to meet with the Defendants and their counsel tomorrow at 10:00 a.m. to determine if an alternative solution is available with respect to the three corporations over which we are proposing to appoint the interim receiver. We have agreed to maintain this application as confidential until a decision is made at the meeting as to whether the Bank will continue to pursue the relief or whether any alternative proposed by the corporations is feasible, from the Bank's perspective. We intend to advise Mr. Dufault as soon as possible after the meeting as to whether the application will proceed. If proceeding, we will file the materials in advance of the scheduled hearing.

We hope this plan is acceptable to the Court and appreciate the Court's indulgence in agreeing to hear the matter on short notice.

Should you have any concerns regarding the Application, please do not hesitate to contact the undersigned.

Yours truly,

BORDEN LADNER GERVAIS LLP

Robyn Gurofsky

Enc's.
c.c.

Travis Lysak (counsel to Defendants)

TAB H

Exhibit H.



March 15, 2019

Atkins Kuntz Construction Group Inc.
210, 6111-36 Street SE
Calgary, Alberta T2C 3W2

Attention: Royal Bank of Canada

We have been engaged by Mr. Douglas Atkins and Atkins Kuntz Construction Group Inc. to facilitate the full payout of the company's RBC mortgage and line of credit that are currently in place. We have garnered interest from potential lenders on this transaction.

Respectfully,

Ajay Dhir

A handwritten signature in black ink, appearing to be 'AD' with a stylized flourish.

EXCLUSIVE AGENCY AGREEMENT

March 15, 2019

Atkins Kuntz Construction Group Inc.
210, 6111-36 Street SE
Calgary, Alberta T2C 3W2

Mr. Douglas E. Atkins

Re: Atkins Kuntz Construction Group Inc. Loan Facility Payout

In consideration of the mutual promises and covenants set forth in this Exclusive Agency Agreement, the receipt and sufficiency of which are hereby acknowledged, Atkins Kuntz Construction Group Inc. (hereinafter, the "Borrower") hereby appoints Fit Capital Solutions Inc. (hereinafter, "FCS") as its exclusive broker and agent to provide the services listed below (the "Services") and grants to FCS the exclusive responsibility, power and authority to act as the exclusive broker and agent on behalf of the Borrower in accordance with the provisions of this Exclusive Agency Agreement.

The terms and conditions contained in the attached Schedule "A" are incorporated by reference into and form an integral part of this Exclusive Agency Agreement. This Exclusive Agency Agreement is specific to the Project (as defined below) and is not in lieu of any other agency agreement or other agreement relating to any other services that are being provided to the Borrower.

1. SERVICES FCS AGREES TO PROVIDE THE FOLLOWING SERVICES TO THE BORROWER:

With respect to the **Atkins Kuntz Construction Group Inc. Loan Facility Payout with Royal Bank of Canada** (the "Project") negotiate and obtain for the Borrower one or more loans, mezzanine loans outlines in a letter of intent, indications of interest or other financing arrangements, issued by one or more mortgage lender(s), mezzanine or subordinate lender(s), (each a "Lender" or as context requires "Lenders") in accordance with the terms set out in this Exclusive Agency Agreement (the "Services").

1.1 The Services to be provided by FCS include the following:

- (a) Undertake a detailed review of the Project operating information, including third party reports and supporting market data, as well a physical inspection of the Project or other lands which may form part of the security (as necessary).
- (b) Creation of a detailed mortgage investment offering memorandum that will include full descriptions of the Borrower and related entities (if applicable), property analysis, market analysis, underwriting analysis and metrics.
- (c) Conduct preliminary discussion with selected Lenders to determine level of interest.
- (d) Provide our detailed mortgage investment memorandum to qualified Lenders.
- (e) Provide an analysis of the Lender offers for financing along with our recommendations to you.
- (f) Negotiate with any Lender on behalf of the Borrower.
- (g) Maintain contact with the Lender(s) to assist in the fulfillment of any conditions and Lender requirements.
- (h) Report to Borrower on a regular basis including on event milestones.

2. TERMS:

2.1 FCS and the Borrower agree that FCS will seek to obtain loan commitments from a qualified Lender or Lenders on the following terms:

Borrowers:	Atkins Kuntz Construction Group Inc.
Guarantor(s):	Personal & Corporate Guarantees to be determined by the Lender
Loan Details:	Loan Facility (1): Payout of existing mortgage in the approximate amount of \$2,200,000 Loan Facility (2): Payout of existing line of credit in the amount of \$800,000 Total Loan amount is approximately \$3,300,000
Security	Standard security to include but not limited to General Security Agreement, Collateral Mortgages, and assignment and postponement of shareholder loans.
Term of this Agency	90 days from date of execution.

2.2 Fees payable by the Borrower to FCS are as follows:

- (a) Upon execution of this Exclusive Agency Agreement, the Borrower will pay a non-refundable for **\$0.00** (the "Application Fee")
- (b) The Borrower shall pay a fee (the "Placement Fee") to FCS upon the issuance of any commitment letter (the "Commitment") by a Lender in accordance with the terms and conditions herein. The Placement Fee is equal to **3.00%** of the total loan amount set out in the Commitment.
- (c) The Placement Fee is earned by FCS upon issuance of the Commitment. The Placement Fee shall be payable immediately upon issuance of the Commitment, or at the sole option of FCS, collected at the loan closing/initial disbursement and paid from the advance in accordance with a direction signed by the Borrower and delivered to the Lender.
- (d) For clarity, the Placement Fee is expected to be **\$99,000** based on the terms noted herein and is inclusive of the Application Fee.

2.3 For the purposes of better securing the payment of the Placement Fee, the Application Fee and any other amounts which may become owing hereunder the Borrower hereby charges all of its estate and interest in those lands municipally described as 8916 - 44 Street SE, Calgary, Alberta and acknowledges and agrees that FCS may register a charge against such lands as notice thereof.

3. BORROWER INFORMATION

3.1 Borrower shall furnish to FCS such information with respect to the Borrower, all related companies and the Project as FCS reasonably may request in order to render its Services effectively. The Borrower warrants and represents to FCS:

- (a) The Borrower has the authority to obtain financing for the Project and to enter into this Exclusive Agency Agreement;
- (b) All financial and other information provided to FCS in connection with this Exclusive Agency Agreement are true and accurate and acknowledge that the Services are being provided in reliance on the truth and accuracy of the information and the representation and warranties contained in this Exclusive Agency Agreement;

4. REPRESENTATION AND WARRANTIES OF THE BORROWER

4.1 The undersigned Borrower represents and warrants that:


- (a) if a corporation, is a valid and subsisting corporation, has the necessary corporate capacity and authority to execute and deliver this Exclusive Agency Agreement and to observe and perform its covenants and obligations hereunder, and has taken all necessary corporate action in respect thereof, or, if a partnership, trust, syndicate or other form of unincorporated organization, has the necessary legal capacity and authority to execute and deliver this Exclusive Agency Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof;

- (b) if an individual, is of the full age of majority and has the legal capacity and competence to execute this Exclusive Agency Agreement and take all action pursuant hereto;
- (c) upon execution of this Exclusive Agency Agreement it will be a binding and enforceable upon the Borrower;
- (d) It has not signed any other agreement with another party for the provision of any part of or all of the Services with respect to the Project which is currently in force or which could result in a third party making a claim for any part of the Placement Fee;
- (e) that the covenants, representations, warranties and agreements contained in this Exclusive Agency Agreement shall not merge upon termination hereof.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS EXCLUSIVE AGENCY AGREEMENT AS OF THE DATE SET OUT BELOW.

Regards,

Fit Capital Solutions Inc.



Mr. Ajay Dhir
Broker & Managing Partner

The undersigned hereby acknowledges and agrees to the terms and conditions of this Exclusive Agency Agreement this day of _____, 2019.

Atkins Kuntz Construction Group Inc.

Mr. Douglas E. Atkins

SCHEDULE "A" TO EXCLUSIVE AGENCY AGREEMENT DATED March 15, 2019

ADDITIONAL TERMS

I. INDEPENDENT CONTRACTOR.

FCS agrees to perform the Services as an independent contractor. Nothing contained herein shall be considered to create the relationship of employer-employee between the parties to this Exclusive Agency Agreement. The Borrower shall not be liable to third parties for the acts of FCS or its servants or agents, in performing the advisory service duties hereunder, except in the case of damages or injuries caused directly by the Borrower's agents or employees, or if FCS shall have been acting on behalf of the Borrower. The Company shall not make social security, workers' compensation or unemployment insurance payments on behalf of FCS. The parties hereto acknowledge and agree that FCS cannot guarantee the results or effectiveness of any of the Services rendered or to be rendered by FCS hereunder. Rather, FCS shall use its best efforts to conduct the Services and affairs in a professional manner and in accordance with good industry practice. FCS shall be solely responsible for determining the method, details and means of performing the Services.

II. COMPENSATION.

In full consideration of the Services provided and to be provided to the Borrower by FCS, the Borrower agrees to compensate FCS in the manner set forth in Section 2.

In the event that FCS has fulfilled the TERMS as outlined in Section 2, and the Borrower is unable or unwilling to remunerate FCS as agreed to, FCS at its sole discretion has the right to register the interest noted in Section 2.3.

III. EXPENSES.

FCS shall be solely responsible for all expenses and disbursements anticipated to be made in connection with FCS's performance under this Exclusive Agency Agreement.

IV. BORROWER'S AUTHORIZATIONS AND COVENANTS.

Borrower authorizes FCS to:

- (a) Obtain and verify any and all information pertaining to Borrowers credit history, employment,
- (b) appraisal reports, and business income, personal and business assets;
- (c) To lend assistance in completion of Borrowers application;
- (d) To discuss and/or negotiate loan qualifications, loan terms, rates and fees on Borrower's behalf with any and all Lenders of FCS's choice.

- (e) The Borrower undertakes and agrees to comply with any request for information, documentation & payment of report fees (appraisal, environmental site assessments, building condition report, any required third-party reporting requirements as stipulated by the Lender).
- (f) The Borrower agrees to allow FCS to place marketing material upon development sites and on location at the Project at FCS expense.

V. TERM AND TERMINATION.

The term of this Exclusive Agency Agreement is set forth in Section 2.1 is subject to prior termination as hereinafter provided.

- (a) FCS's relationship with the Borrower hereunder may be terminated at any time by mutual written agreement of the parties hereto.
- (b) This Exclusive Agency Agreement may be terminated by either party upon giving written notice to the other party at least fifteen (15) days in advance of such termination.
- (c) This Exclusive Agency Agreement shall terminate immediately upon the taking or seizure of any property belonging to FCS or the Borrower under legal process, or if any writ of execution is issued against FCS or the Borrower and not discharged within fourteen (14) days of its issuance, or FCS or the Borrower shall become insolvent, commit an act of bankruptcy, become bankrupt or take the benefit of any Act that may be in force for bankrupt or insolvent debtors, or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, cease to have legal existence or if a receiver or receiver and manager shall be appointed for the affairs, business, property or revenues of FCS or the Borrower.
- (d) This Exclusive Agency Agreement may be terminated by either party upon giving written notice to the other party if the other party is in default hereunder and such default is not cured within fifteen (15) days of written notice of such default.
- (e) FCS shall have the right and discretion to immediately terminate this Exclusive Agency Agreement, which shall be effected by written notice to the Borrower, should the Borrower violate any law, ordinance, permit or regulation of any governmental entity, or should the Borrower in any way misrepresent or omit to disclose any relevant fact on the financial and legal condition of the Borrower that would impair FCS's ability to perform the Services hereunder.
- (f) The Borrower shall have the right and discretion to immediately terminate this Exclusive Agency Agreement, which shall be effected by written notice to FCS, should any of the following occur:
 - (i) Any willful breach of duty or habitual neglect of duty by FCS;
 - (ii) Any material breach by FCS of the obligations in Section VII below;
 - (iii) Any violation by FCS of any law, ordinance, permit or regulation of any governmental entity.

Notwithstanding the foregoing, termination of this Agency Agreement shall not excuse FCS's obligations under

Section VII below or the Borrower's obligations under Section 2.

VI. WORK PRODUCT.

It is agreed that all information and materials produced for the Borrower shall be the property of FCS, free and clear of all claims thereto by the Borrower, and the Borrower shall retain no claim of authorship therein.

VII. CONFIDENTIALITY.

FCS recognizes and acknowledges that it has and will have access to certain confidential information of the Borrower and its affiliates that are valuable, special and unique assets and property of the Borrower and such affiliates. For the purposes of this Exclusive Agency Agreement, "Confidential Information" shall mean all information regarding the Borrower or the operations of the Borrower which a reasonable person would consider to be sensitive, confidential or proprietary. FCS acknowledges that it may come into the possession of Confidential Information in the course of performing its Services under this Exclusive Agency Agreement. Except as required by applicable law, FCS shall not disclose (and shall obligate its employees, agents and sub-consultants not to disclose) any Confidential Information to third parties or use such information for any purpose other than the performance of the Services hereunder without the prior written consent of the Borrower, which consent shall not be unreasonably withheld. FCS will not knowingly infringe upon any copyright, patent, trade secret or other property right of the Borrower in the performance of the Services required by this Exclusive Agency Agreement.

VIII. NON-CIRCUMVENTION.

The Borrower agrees and covenants that it will not directly, or indirectly, or in conjunction with any other person, company, partnership or corporation; apply to the Lender(s) or Lender(s) affiliate to whom FCS has introduced the Borrower, except through FCS or its permitted assign, for a period of 365 days following termination or expiry of this Exclusive Agency Agreement, otherwise the Borrower shall be liable to FCS for the commissions as set out in Section 2 on any loan amount funded in contravention of this clause.

IX. NO CONFLICT OF INTEREST.

FCS shall be free to perform services for other persons and any such services will not be deemed to be a conflict herein.

X. DISCLAIMER OF RESPONSIBILITY FOR ACTS OF THE BORROWER.

The obligations of FCS described in this Exclusive Agency Agreement consist solely of the furnishing of information and advice to the Borrower in the form of Services. In no event shall FCS be required by this Exclusive Agency Agreement to represent or make management decisions for the Borrower. All final decisions with respect to acts and omissions of the Borrower or any affiliates and subsidiaries, shall be those of the Borrower or such affiliates and subsidiaries, and FCS shall under no circumstances be liable for any expense incurred or loss suffered by the Borrower as a consequence of such acts or omissions. Neither FCS, nor any partner, agent nor employee of FCS has authority to enter into contracts that bind the Borrower or create obligations on the part of the Borrower.

XII. INDEMNITY BY THE BORROWER.

The Borrower shall protect, defend, indemnify and hold FCS and its assigns and solicitors, accountants, employees, officers and directors harmless from and against all losses, liabilities, damages, judgments, claims, counterclaims, demands, actions, proceedings, costs and expenses (including legal fees on a solicitor and his/her own client basis) of every kind and character resulting from or relating to or arising out of (a) the inaccuracy, non-fulfillment or breach of any representation, warranty, covenant or agreement made by the Borrower herein; or (b) any legal action, including any counterclaim, to the extent it is based upon alleged facts that, if true, would constitute a breach of any representation, warranty, covenant or agreement made by the Borrower herein; (c) the provision of the Services under this Exclusive Agency Agreement or (d) negligent actions or omissions of the Borrower or any employee or agent of the Borrower, or any reckless or wilful misconduct, occurring during the term hereof with respect to any of the decisions made by the Borrower.

XIII. NOTICES.

Any notices required or permitted to be given under this Exclusive Agency Agreement shall be sufficient if in writing and delivered or sent by registered or certified mail to the principal office of the other party. Either party may provide a new address for service in writing to the other party.

FCS Principal Office

Attention: Ajay Dhir
Address: Suite 607 550 11th Avenue SW, Calgary, Alberta. T2R 1M7

Borrower Principal Office

Attention: Mr. Douglas E. Atkins
Address: 210, 6111-36 Street SE, Calgary, Alberta T2C 3W2

XIV. WAIVER OF BREACH.

Any waiver by either party of a breach of any provision of this Exclusive Agency Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by any party.

XV. ASSIGNMENT.

This Exclusive Agency Agreement and the rights and obligations of FCS hereunder shall not be assignable without the written consent of the Borrower.

XVI. ARBITRATION.

Any dispute as to any of the matters arising under this Exclusive Agency Agreement are to be determined by binding arbitration and shall be settled and determined by one (1) arbitrator appointed in the following manner:



Suite, 607, 550 – 11th Avenue SW
Calgary, Alberta, T2R 1M7

- (a) the parties may appoint an arbitrator unanimously agreed upon among them, within seven (7) days of any party notifying all other parties that it wishes to determine a matter by arbitration;
- (b) if the parties do not appoint an arbitrator within the time limit under the preceding subsection (a), then any party may apply to a Judge of the Court of Queen's Bench of Alberta to appoint an arbitrator;
- (c) the appointment of an arbitrator, except one appointed by a Judge as herein provided, shall be in writing;
- (d) the arbitration award may include an award of costs and of interest and, notwithstanding the provisions of the *Arbitration Act* (Alberta), the amount of costs shall not be limited to the scale of rates provided in the *Arbitration Act* (Alberta);
- (e) each of the parties will do all acts and things and execute all deeds and instruments necessary to give effect to any award made upon any such arbitration;
- (f) any arbitrator appointed hereunder shall be independent from any of the parties to this Agreement;
- (g) The arbitrator shall apply the laws of the Province of Alberta, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute;
- (h) except as otherwise provided within this Exclusive Agency Agreement, such arbitration shall be conducted in accordance with the provisions of the *Arbitration Act* (Alberta).

Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision.

XVII GOVERNING LAW.

This Exclusive Agency Agreement will be governed by and construed in accordance with the laws of the Province of Alberta. The negotiation, execution, delivery, consummation hereof, and the performance of and consideration for this Agency Agreement shall be deemed to have taken place in the Province of Alberta. Notwithstanding anything contained herein to the contrary, any suit, dispute, litigation, action, claim, and/or proceeding in connection herewith, the subject matter hereof or between the parties hereto, will be brought, prosecuted and resolved solely and exclusively in the courts of the Province of Alberta. Each party hereto hereby consents to the personal jurisdiction of the Province of Alberta for all actions, disputes, litigation, claims, suits, and/or proceedings arising out of this Exclusive Agency Agreement or the subject matter hereof, whether based on tort, contract, warranty, misrepresentation, fraud, or otherwise, in any way related hereto or arising here from, including, but not limited to, the termination hereof.

XVIII. SEVERABILITY.

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, the Exclusive Agency Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

XIX. ENTIRE AGREEMENT.

This Exclusive Agency Agreement, including the exhibits hereto, constitutes and embodies the entire understanding and agreement of the parties and supersedes and replaces all prior understandings, agreements and negotiations between the parties with respect to this Project.

XX. WAIVER AND MODIFICATION.

Any waiver, alteration or modification of any of the provisions of this Exclusive Agency Agreement shall be valid only if made in writing and signed by the parties hereto. Each party hereto, from time to time, may waive any of its rights hereunder without effecting a waiver with respect to any subsequent occurrences or transactions hereof.

XXI. SOLICITOR'S FEES AND COSTS.

In the event of resolution of any dispute in court or by arbitration arising out of the subject matter of this Exclusive Agency Agreement, the prevailing party shall recover, in addition to any damages assessed, all expenses incurred in litigating or otherwise settling or resolving such dispute, including legal fees on a solicitor and his/her own client basis.

XXII. NO INTERPRETATION AGAINST THE DRAFTING PARTY

In construing this Exclusive Agency Agreement, none of the parties hereto shall have any term or provision construed against such party solely by reason of such party having drafted the same.

XXIII. JOINT OBLIGATIONS

If the Borrower consists of more than one person, partnership, corporation, company, society or other entity, all obligations and liabilities of the Borrower arising under or in respect of this Exclusive Agency Agreement shall be joint and several obligations of the entities that make up the Borrower.

XXIV. EXECUTION

This Exclusive Agency Agreement may be executed in any number of counterparts all of which shall together constitute one complete agreement. Any such executed counterparts may be delivered by facsimile or electronic mail and the same shall be deemed as effective as originals.

EXCLUSIVE AGENCY AGREEMENT

March 15, 2019

Atkins Kuntz Construction Group Inc.
210, 6111-36 Street SE
Calgary, Alberta T2C 3W2

Mr. Douglas E. Atkins

Re: Atkins Kuntz Construction Group Inc. Loan Facility Payout

In consideration of the mutual promises and covenants set forth in this Exclusive Agency Agreement, the receipt and sufficiency of which are hereby acknowledged, Atkins Kuntz Construction Group Inc. (hereinafter, the "Borrower") hereby appoints Fit Capital Solutions Inc. (hereinafter, "FCS") as its exclusive broker and agent to provide the services listed below (the "Services") and grants to FCS the exclusive responsibility, power and authority to act as the exclusive broker and agent on behalf of the Borrower in accordance with the provisions of this Exclusive Agency Agreement.

The terms and conditions contained in the attached Schedule "A" are incorporated by reference into and form an integral part of this Exclusive Agency Agreement. This Exclusive Agency Agreement is specific to the Project (as defined below) and is not in lieu of any other agency agreement or other agreement relating to any other services that are being provided to the Borrower.

1. SERVICES FCS AGREES TO PROVIDE THE FOLLOWING SERVICES TO THE BORROWER:

With respect to the **Atkins Kuntz Construction Group Inc. Loan Facility Payout with Royal Bank of Canada** (the "Project") negotiate and obtain for the Borrower one or more loans, mezzanine loans outlines in a letter of intent, indications of interest or other financing arrangements, issued by one or more mortgage lender(s), mezzanine or subordinate lender(s), (each a "Lender" or as context requires "Lenders") in accordance with the terms set out in this Exclusive Agency Agreement (the "Services").

1.1 The Services to be provided by FCS include the following:

- (a) Undertake a detailed review of the Project operating information, including third party reports and supporting market data, as well a physical inspection of the Project or other lands which may form part of the security (as necessary).
- (b) Creation of a detailed mortgage investment offering memorandum that will include full descriptions of the Borrower and related entities (if applicable), property analysis, market analysis, underwriting analysis and metrics.
- (c) Conduct preliminary discussion with selected Lenders to determine level of interest.
- (d) Provide our detailed mortgage investment memorandum to qualified Lenders.
- (e) Provide an analysis of the Lender offers for financing along with our recommendations to you.
- (f) Negotiate with any Lender on behalf of the Borrower.
- (g) Maintain contact with the Lender(s) to assist in the fulfillment of any conditions and Lender requirements.
- (h) Report to Borrower on a regular basis including on event milestones.

2. TERMS:

2.1 FCS and the Borrower agree that FCS will seek to obtain loan commitments from a qualified Lender or Lenders on the following terms:

Borrowers:	Atkins Kuntz Construction Group Inc.
Guarantor(s):	Personal & Corporate Guarantees to be determined by the Lender
Loan Details:	Loan Facility (1): Payout of existing mortgage in the approximate amount of \$2,200,000 Loan Facility (2): Payout of existing line of credit in the amount of \$800,000 Total Loan amount is approximately \$3,300,000
Security	Standard security to include but not limited to General Security Agreement, Collateral Mortgages, and assignment and postponement of shareholder loans.
Term of this Agency	90 days from date of execution.

2.2 Fees payable by the Borrower to FCS are as follows:

- (a) Upon execution of this Exclusive Agency Agreement, the Borrower will pay a non-refundable for **\$0.00** (the "Application Fee")
- (b) The Borrower shall pay a fee (the "Placement Fee") to FCS upon the issuance of any commitment letter (the "Commitment") by a Lender in accordance with the terms and conditions herein. The Placement Fee is equal to **3.00%** of the total loan amount set out in the Commitment.
- (c) The Placement Fee is earned by FCS upon issuance of the Commitment. The Placement Fee shall be payable immediately upon issuance of the Commitment, or at the sole option of FCS, collected at the loan closing/initial disbursement and paid from the advance in accordance with a direction signed by the Borrower and delivered to the Lender.
- (d) For clarity, the Placement Fee is expected to be **\$99,000** based on the terms noted herein and is inclusive of the Application Fee.

2.3 For the purposes of better securing the payment of the Placement Fee, the Application Fee and any other amounts which may become owing hereunder the Borrower hereby charges all of its estate and interest in those lands municipally described as 8916 - 44 Street SE, Calgary, Alberta and acknowledges and agrees that FCS may register a charge against such lands as notice thereof.

3. BORROWER INFORMATION

3.1 Borrower shall furnish to FCS such information with respect to the Borrower, all related companies and the Project as FCS reasonably may request in order to render its Services effectively. The Borrower warrants and represents to FCS:

- (a) The Borrower has the authority to obtain financing for the Project and to enter into this Exclusive Agency Agreement;
- (b) All financial and other information provided to FCS in connection with this Exclusive Agency Agreement are true and accurate and acknowledge that the Services are being provided in reliance on the truth and accuracy of the information and the representation and warranties contained in this Exclusive Agency Agreement;

4. REPRESENTATION AND WARRANTIES OF THE BORROWER

4.1 The undersigned Borrower represents and warrants that:

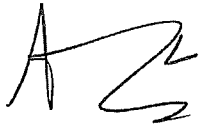
- (a) if a corporation, is a valid and subsisting corporation, has the necessary corporate capacity and authority to execute and deliver this Exclusive Agency Agreement and to observe and perform its covenants and obligations hereunder, and has taken all necessary corporate action in respect thereof, or, if a partnership, trust, syndicate or other form of unincorporated organization, has the necessary legal capacity and authority to execute and deliver this Exclusive Agency Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof;

- (b) if an individual, is of the full age of majority and has the legal capacity and competence to execute this Exclusive Agency Agreement and take all action pursuant hereto;
- (c) upon execution of this Exclusive Agency Agreement it will be a binding and enforceable upon the Borrower;
- (d) It has not signed any other agreement with another party for the provision of any part of or all of the Services with respect to the Project which is currently in force or which could result in a third party making a claim for any part of the Placement Fee;
- (e) that the covenants, representations, warranties and agreements contained in this Exclusive Agency Agreement shall not merge upon termination hereof.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS EXCLUSIVE AGENCY AGREEMENT AS OF THE DATE SET OUT BELOW.

Regards,

Fit Capital Solutions Inc.



Mr. Ajay Dhir
Broker & Managing Partner

The undersigned hereby acknowledges and agrees to the terms and conditions of this Exclusive Agency Agreement this day of _____, 2019.

Atkins Kuntz Construction Group Inc.

Mr. Douglas E. Atkins

SCHEDULE "A" TO EXCLUSIVE AGENCY AGREEMENT DATED March 15, 2019

ADDITIONAL TERMS

I. INDEPENDENT CONTRACTOR.

FCS agrees to perform the Services as an independent contractor. Nothing contained herein shall be considered to create the relationship of employer-employee between the parties to this Exclusive Agency Agreement. The Borrower shall not be liable to third parties for the acts of FCS or its servants or agents, in performing the advisory service duties hereunder, except in the case of damages or injuries caused directly by the Borrower's agents or employees, or if FCS shall have been acting on behalf of the Borrower. The Company shall not make social security, workers' compensation or unemployment insurance payments on behalf of FCS. The parties hereto acknowledge and agree that FCS cannot guarantee the results or effectiveness of any of the Services rendered or to be rendered by FCS hereunder. Rather, FCS shall use its best efforts to conduct the Services and affairs in a professional manner and in accordance with good industry practice. FCS shall be solely responsible for determining the method, details and means of performing the Services.

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In the event that FCS has fulfilled the TERMS as outlined in Section 2, and the Borrower is unable or unwilling to remunerate FCS as agreed to, FCS at its sole discretion has the right to register the interest noted in Section 2.3.

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FCS shall be solely responsible for all expenses and disbursements anticipated to be made in connection with FCS's performance under this Exclusive Agency Agreement.

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Borrower authorizes FCS to:

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VI. WORK PRODUCT.

It is agreed that all information and materials produced for the Borrower shall be the property of FCS, free and clear of all claims thereto by the Borrower, and the Borrower shall retain no claim of authorship therein.

VII. CONFIDENTIALITY.

FCS recognizes and acknowledges that it has and will have access to certain confidential information of the Borrower and its affiliates that are valuable, special and unique assets and property of the Borrower and such affiliates. For the purposes of this Exclusive Agency Agreement, "Confidential Information" shall mean all information regarding the Borrower or the operations of the Borrower which a reasonable person would consider to be sensitive, confidential or proprietary. FCS acknowledges that it may come into the possession of Confidential Information in the course of performing its Services under this Exclusive Agency Agreement. Except as required by applicable law, FCS shall not disclose (and shall obligate its employees, agents and sub-consultants not to disclose) any Confidential Information to third parties or use such information for any purpose other than the performance of the Services hereunder without the prior written consent of the Borrower, which consent shall not be unreasonably withheld. FCS will not knowingly infringe upon any copyright, patent, trade secret or other property right of the Borrower in the performance of the Services required by this Exclusive Agency Agreement.

VIII. NON-CIRCUMVENTION.

The Borrower agrees and covenants that it will not directly, or indirectly, or in conjunction with any other person, company, partnership or corporation; apply to the Lender(s) or Lender(s) affiliate to whom FCS has introduced the Borrower, except through FCS or its permitted assign, for a period of 365 days following termination or expiry of this Exclusive Agency Agreement, otherwise the Borrower shall be liable to FCS for the commissions as set out in Section 2 on any loan amount funded in contravention of this clause.

IX. NO CONFLICT OF INTEREST.

FCS shall be free to perform services for other persons and any such services will not be deemed to be a conflict herein.

X. DISCLAIMER OF RESPONSIBILITY FOR ACTS OF THE BORROWER.

The obligations of FCS described in this Exclusive Agency Agreement consist solely of the furnishing of information and advice to the Borrower in the form of Services. In no event shall FCS be required by this Exclusive Agency Agreement to represent or make management decisions for the Borrower. All final decisions with respect to acts and omissions of the Borrower or any affiliates and subsidiaries, shall be those of the Borrower or such affiliates and subsidiaries, and FCS shall under no circumstances be liable for any expense incurred or loss suffered by the Borrower as a consequence of such acts or omissions. Neither FCS, nor any partner, agent nor employee of FCS has authority to enter into contracts that bind the Borrower or create obligations on the part of the Borrower.

XII. INDEMNITY BY THE BORROWER.

The Borrower shall protect, defend, indemnify and hold FCS and its assigns and solicitors, accountants, employees, officers and directors harmless from and against all losses, liabilities, damages, judgments, claims, counterclaims, demands, actions, proceedings, costs and expenses (including legal fees on a solicitor and his/her own client basis) of every kind and character resulting from or relating to or arising out of (a) the inaccuracy, non-fulfillment or breach of any representation, warranty, covenant or agreement made by the Borrower herein; or (b) any legal action, including any counterclaim, to the extent it is based upon alleged facts that, if true, would constitute a breach of any representation, warranty, covenant or agreement made by the Borrower herein; (c) the provision of the Services under this Exclusive Agency Agreement or (d) negligent actions or omissions of the Borrower or any employee or agent of the Borrower, or any reckless or wilful misconduct, occurring during the term hereof with respect to any of the decisions made by the Borrower.

XIII. NOTICES.

Any notices required or permitted to be given under this Exclusive Agency Agreement shall be sufficient if in writing and delivered or sent by registered or certified mail to the principal office of the other party. Either party may provide a new address for service in writing to the other party.

FCS Principal Office

Attention: Ajay Dhir
Address: Suite 607 550 11th Avenue SW, Calgary, Alberta. T2R 1M7

Borrower Principal Office

Attention: Mr. Douglas E. Atkins
Address: 210, 6111-36 Street SE, Calgary, Alberta T2C 3W2

XIV. WAIVER OF BREACH.

Any waiver by either party of a breach of any provision of this Exclusive Agency Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by any party.

XV. ASSIGNMENT.

This Exclusive Agency Agreement and the rights and obligations of FCS hereunder shall not be assignable without the written consent of the Borrower.

XVI. ARBITRATION.

Any dispute as to any of the matters arising under this Exclusive Agency Agreement are to be determined by binding arbitration and shall be settled and determined by one (1) arbitrator appointed in the following manner:

- (a) the parties may appoint an arbitrator unanimously agreed upon among them, within seven (7) days of any party notifying all other parties that it wishes to determine a matter by arbitration;
- (b) if the parties do not appoint an arbitrator within the time limit under the preceding subsection (a), then any party may apply to a Judge of the Court of Queen's Bench of Alberta to appoint an arbitrator;
- (c) the appointment of an arbitrator, except one appointed by a Judge as herein provided, shall be in writing;
- (d) the arbitration award may include an award of costs and of interest and, notwithstanding the provisions of the *Arbitration Act* (Alberta), the amount of costs shall not be limited to the scale of rates provided in the *Arbitration Act* (Alberta);
- (e) each of the parties will do all acts and things and execute all deeds and instruments necessary to give effect to any award made upon any such arbitration;
- (f) any arbitrator appointed hereunder shall be independent from any of the parties to this Agreement;
- (g) The arbitrator shall apply the laws of the Province of Alberta, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute;
- (h) except as otherwise provided within this Exclusive Agency Agreement, such arbitration shall be conducted in accordance with the provisions of the *Arbitration Act* (Alberta).

Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision.

XVII GOVERNING LAW.

This Exclusive Agency Agreement will be governed by and construed in accordance with the laws of the Province of Alberta. The negotiation, execution, delivery, consummation hereof, and the performance of and consideration for this Agency Agreement shall be deemed to have taken place in the Province of Alberta. Notwithstanding anything contained herein to the contrary, any suit, dispute, litigation, action, claim, and/or proceeding in connection herewith, the subject matter hereof or between the parties hereto, will be brought, prosecuted and resolved solely and exclusively in the courts of the Province of Alberta. Each party hereto hereby consents to the personal jurisdiction of the Province of Alberta for all actions, disputes, litigation, claims, suits, and/or proceedings arising out of this Exclusive Agency Agreement or the subject matter hereof, whether based on tort, contract, warranty, misrepresentation, fraud, or otherwise, in any way related hereto or arising here from, including, but not limited to, the termination hereof.

XVIII. SEVERABILITY.

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, the Exclusive Agency Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

XIX. ENTIRE AGREEMENT.

This Exclusive Agency Agreement, including the exhibits hereto, constitutes and embodies the entire understanding and agreement of the parties and supersedes and replaces all prior understandings, agreements and negotiations between the parties with respect to this Project.

XX WAIVER AND MODIFICATION.

Any waiver, alteration or modification of any of the provisions of this Exclusive Agency Agreement shall be valid only if made in writing and signed by the parties hereto. Each party hereto, from time to time, may waive any of its rights hereunder without effecting a waiver with respect to any subsequent occurrences or transactions hereof.

XXI SOLICITOR'S FEES AND COSTS.

In the event of resolution of any dispute in court or by arbitration arising out of the subject matter of this Exclusive Agency Agreement, the prevailing party shall recover, in addition to any damages assessed, all expenses incurred in litigating or otherwise settling or resolving such dispute, including legal fees on a solicitor and his/her own client basis.

XXII NO INTERPRETATION AGAINST THE DRAFTING PARTY

In construing this Exclusive Agency Agreement, none of the parties hereto shall have any term or provision construed against such party solely by reason of such party having drafted the same.

XXIII JOINT OBLIGATIONS

If the Borrower consists of more than one person, partnership, corporation, company, society or other entity, all obligations and liabilities of the Borrower arising under or in respect of this Exclusive Agency Agreement shall be joint and several obligations of the entities that make up the Borrower.

XXIV EXECUTION

This Exclusive Agency Agreement may be executed in any number of counterparts all of which shall together constitute one complete agreement. Any such executed counterparts may be delivered by facsimile or electronic mail and the same shall be deemed as effective as originals.

TAB I

def. n. 1. adherence to ethical principles; honesty.

integrity

Doing What's Right

- * Do business openly and fairly.
- * Comply with the law in all our dealings.
- * Consider the impact of our decisions and actions on others.
- * Speak up when we believe something is wrong.
- * Seek diverse views and constructive challenge when we make decisions.

Code of Conduct



A message from David McKay President and CEO



Building trust by speaking up and doing the right thing

At RBC, holding ourselves to the highest standards of integrity plays a critical role in achieving our Vision to be among the world's most trusted and successful financial institutions.

In short, how we do things is just as important as what we do.

Our Values and our Code of Conduct guide us and set expectations for our behaviour and decision-making. Our Code is the roadmap we follow to serve our clients with the highest standards of integrity. It also lays the foundation for how we work together in a respectful, transparent and fair environment.

Guided by our Leadership Model, we are each responsible for speaking up and doing the right thing to protect and enhance RBC's reputation and put our clients first. We all have a duty to report actual or possible misconduct and the right to be treated with dignity and respect when we do. And that includes speaking up, challenging and reporting unethical behaviour when it occurs, without fear of reprisal.

Together, we can foster a culture that's built on trust, dignity and respect for all.

Please read the Code carefully, discuss what it means with your manager and colleagues, and ask questions to ensure you understand it and what it requires of you.

Our success depends on these principles. And it starts with each one of us.

A handwritten signature in black ink that reads 'David McKay'. The signature is written in a cursive, flowing style.

David McKay
President and CEO

Our Vision and Values

RBC's Values define what we stand for everywhere we do business. They are reflected in our behaviour and the way we build relationships and deliver value to all our stakeholders — clients, employees, shareholders, communities and others we deal with. Guided by our shared Values and united in a common purpose, we can achieve our strategic goals and accomplish great results.

We demonstrate our Vision – **To be Among the World's Most Trusted and Successful Financial Institutions** - by living our Values in the decisions and actions we take every day. These five Values set the tone for our culture and unify us across geographies and businesses:

CLIENT FIRST

We will always earn the right to be our clients' first choice.

- Put client needs above our own whatever our role, to build lasting relationships
- Listen with empathy, understand client needs to offer the right advice and solutions
- Bring the best of RBC to deliver excellent value and differentiated client experiences

COLLABORATION

We win as One RBC.

- Believe in each other and trust in teamwork and colleagues' intentions
- Share knowledge, listen and teach to learn and achieve more together
- Look beyond ourselves to see the bigger picture for opportunities and solutions

ACCOUNTABILITY

We take ownership for personal and collective high performance.

- Be bolder, reach higher, act with courage to realize potential and make a difference
- Own it; seek out accountability and empowerment to grow and excel
- Be curious and learn continuously to build skills and careers

DIVERSITY & INCLUSION

We embrace diversity for innovation and growth.

- Speak up for inclusion and empower people to grow and achieve more
- Seek out and respect different perspectives to challenge conventional approaches
- Identify and act on the opportunities and needs that client diversity brings

INTEGRITY

We hold ourselves to the highest standards to build trust.

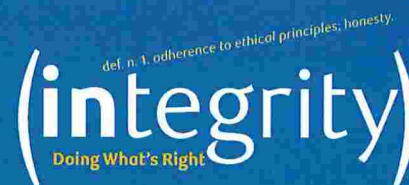
- Be respectful, transparent and fair in all relationships
- Stand up for what we believe; speak with candour; constructively challenge
- Build trust of clients, colleagues and community partners by listening to and understanding their interests and needs

At RBC we bring these Values to life every day — continuing to earn the trust of RBC's clients and ensuring our strong reputation for doing what's right.

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1. Our Culture of Integrity



1.1 Living Our Values and Acting with Integrity

RBC is a values-based organization. Respect for each other, RBC clients and our commitments to all our stakeholders are rooted in our Values. RBC's Code of Conduct (the "Code") incorporates RBC's Values, and in particular our Value of Integrity, to guide our day-to-day actions and decisions so we can always do the right thing.

Throughout the Code, "RBC" means Royal Bank of Canada and all its subsidiaries and affiliates.

1.2 Our Culture of Integrity — Doing What's Right

Every day our actions demonstrate not only our Value of always earning the right to be our clients' first choice, but also our personal commitments. We each have a responsibility to be truthful, respect others, and comply with laws, regulations and RBC's policies (in the Code, the word "policy" includes policies, procedures, standards, standing orders and frameworks). Over many years RBC has earned trust and a reputation for doing what's right through the actions of those who work here. A continued strong focus on doing what's right will sustain and build on that trust — the cornerstone of the financial services industry and our relationships with clients and communities.

For resources and information on our culture of integrity, visit [Doing What's Right on RBCNet](#).

We do business across the globe, and each one of us has a responsibility to behave with integrity so that we can continue to serve clients and generate value for RBC's shareholders. More than simply being aware of our Values and following our Code, we need to make them an integral part of how we operate day to day. This will ensure we tell the truth, respect others, uphold the law, speak up to challenge what we believe is wrong, and comply with policies and practices. These behaviours are the foundation for our culture of integrity and doing what's right.

Tell the truth

Our work places us in a position of trust. RBC clients, shareholders, communities and our colleagues rely on us to be honest and do business responsibly. We do what we say we will do and earn the trust and loyalty of our clients, shareholders, communities and colleagues.

Respect others and treat them fairly

Showing respect for everyone we work with, treating them fairly and taking personal responsibility for high performance enable us to achieve RBC's strategic goals. By living our Values and following the Code, we show others we honour the trust they place in us — making RBC a great place to work and do business.

Uphold the law

RBC is subject to the laws of the countries where we do business. RBC's policies are designed to comply with its legal and regulatory obligations, including the intent and spirit of the laws that apply to it. By doing so, RBC maintains its reputation for acting with integrity. To this end, each of us must understand and comply with RBC's policies and practices that apply to the way we do our jobs. Keep in mind that breaking the law could result in civil, criminal and regulatory penalties, including fines, for RBC and the individual involved, as well as damage to both RBC's and the individual's reputation.

Speak up to challenge and do what's right

Constructively challenging decisions and behaviour helps ensure we continue to live our Values in our work at RBC. Seeking out constructive challenge when we make business decisions helps ensure those decisions are right for RBC – and clients, colleagues, shareholders and communities.

Comply with policies and instructions

We are each responsible for knowing and following the RBC policies that apply to us. We must also comply with managers' instructions unless they are inconsistent with RBC Values or policies, against the law or result in health and safety risks. In these circumstances, or if we are unsure about the right thing to do, we should raise our concerns with one of the Key Contacts.

We must always be aware of both enterprise and local policies specific to business or geographic areas and work within the boundaries of what we have been authorized to do.

1.3 Our Shared Commitment and Accountability

The Code applies to all RBC employees, contract workers and members of, the boards of directors.

Understanding and complying with the Code is a condition of our work at RBC, and critical to earning the trust RBC clients and communities have placed in us. The Code helps to protect our personal integrity and reputation as well as the integrity and reputation of RBC and the financial services industry as a whole.

Any one of us who breaches, or fails to report an actual or possible breach, of the Code will be subject to corrective or disciplinary action. Corrective or disciplinary action is RBC's response to unacceptable behaviour, including breaches of the Code, and can range from reprimands and impact on performance ratings and compensation, to termination of our working relationship with RBC.

We also expect RBC suppliers to follow similar principles and share our commitment to ethics and integrity as set out in our Supplier Code of Conduct.

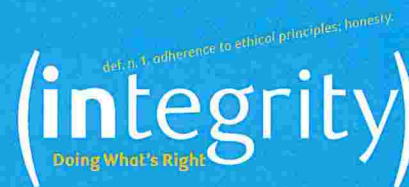
■ Approval of the Code

The RBC Board of Directors approves the Code.

■ Waivers

Waivers of the Code, or any of its provisions, are seldom granted. If a waiver is necessary to accommodate exceptional circumstances, it must be approved by RBC's Chief Human Resources Officer and RBC's Chief Risk Officer. A waiver of the Code for Royal Bank of Canada directors or specified executive officers must be approved by Royal Bank of Canada's Board of Directors (or a designated Board committee). Approved waivers must be disclosed publicly as required by law and RBC policies.

2. Speaking Up, Raising Concerns and Reporting Misconduct



Our shared commitment and accountability involve more than just personally complying with the Code and acting with integrity.

At RBC, we have a responsibility to seek guidance and raise concerns about compliance with the Code, RBC policies and the law, and a duty to report misconduct. If we need guidance, have questions or are unsure about the right thing to do, we should speak with our manager, senior management or one of the Key Contacts.

2.1 Speaking Up and Raising Concerns

We ensure that all questions and concerns raised are addressed. While the Code and RBC policies outline the ethical behaviour expected of us, they cannot anticipate every situation we encounter. By speaking up and raising our concerns, we ensure RBC does the right thing and we protect our clients' interests and assets, and RBC's reputation.

2.2 Reporting Misconduct

We have a duty to report actual, or possible, misconduct that we become aware of, even our own. RBC provides a number of internal and external reporting options. We can notify our managers, senior management or any of the Key Contacts of acts that are, or may be, in violation of the Code, policies and laws; or are otherwise unethical and could put RBC at risk of loss or harm.

All reports of misconduct are investigated promptly and thoroughly, as appropriate. RBC must keep the identity of the person making the report and the details confidential, and will only disclose information to the extent necessary to investigate and address the situation or as legally required.

Refer to RBC's Standards on Reporting Misconduct for further details.

2.3 Investigations, Inquiries and Reviews

At times we may be asked to participate in an internal or external investigation, inquiry, or review of concerns or possible misconduct. We have a duty to cooperate and provide honest, accurate, complete and timely information. Where requests are made by an external party, we must notify our manager or one of the Key Contacts before providing information.

2.4 RBC's Commitment to Non-Retaliation

There will be no retaliation for speaking up and making a truthful report of actual or possible misconduct, for participating in an investigation or for exercising our legal rights. Retaliation can include behaviour or actions that punish or deter someone from speaking up. Retaliation can be an unjustified decision affecting someone's compensation, job security, career mobility or performance rating, and can also include unnecessarily monitoring someone's work, excluding them from meetings or team events and withholding work-related information. If you believe you've encountered any form of retaliation, follow the reporting procedures set out in the Respectful Workplace Policy to ensure the situation is addressed promptly.

When deciding whether to speak up and raise concerns, we should ask ourselves these questions:

- Does something feel wrong about this situation? Is it legal? Is this fair and ethical?
- How will this situation or decision affect others? How would RBC clients, colleagues or third parties view or be affected by this situation?
- What are the possible consequences of our actions or inaction?
- Could this situation damage RBC's reputation?

Some examples of misconduct are:

- deliberate failure to comply with policies, management instructions or the law
- disrespectful behaviour, discrimination, harassment, and actual or threatened violence
- misappropriation (including fraud, theft and kiting), improper use of company or client assets or systems, and improper sales reporting
- promoting products and services to clients inappropriately
- inappropriate client referrals, failing to report unusual client transactions and inappropriate use or disclosure of client information
- inappropriate social media use

Our commitment to non-retaliation means RBC:

- investigates every claim of retaliation
- follows up with employees who raise concerns
- reviews performance ratings and compensation decisions made in relation to those who report misconduct to ensure no retaliation
- provides education and coaching on retaliation to managers of employees who raise concerns, and
- takes disciplinary action to address retaliation.

2.5 What We Expect of Our People Managers

While we are all held to the high ethical standards set out in our Values and the Code, those of us who are people managers are accountable for leading by example. This includes:

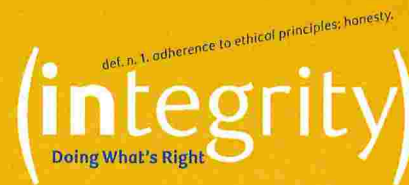
- promoting our teams' awareness and understanding of RBC Values, the Code and our policies to ensure ongoing compliance
- demonstrating RBC's high standards for integrity by behaving in a way that reflects our Values, both in and outside the workplace
- maintaining an environment that prohibits retaliation, where everyone feels safe to ask questions, raise concerns and report misconduct, while respecting the privacy of those who do, and
- promptly escalating concerns and reports of possible or actual misconduct as required, and following up to ensure they are addressed.

Some examples of activities that are not retaliation:

- disciplinary action for misconduct
- managing performance, and
- routine coaching.

Our integrity underpins everything we do. It is the foundation for the way we deal with our clients and communities, work with our partners for a stronger RBC, conduct our many businesses and safeguard our assets. The Code explains how we maintain our culture of doing what's right – a culture that makes RBC trusted and successful.

3. Integrity in Dealing with RBC Clients, Communities and Others



We are committed to promoting fairness in our dealings with our clients, shareholders, suppliers and others, carefully weighing our responsibilities to all stakeholders.

We are in a relationship business and we pride ourselves on the quality of the service, advice and products we provide RBC clients. Integrity and trust help us better serve RBC clients, and we make sure we put their interests above our own. The same applies to the communities where we live and work, making us a company that people want to do business with and work for.

3.1 Protecting RBC Client Information

Clients care deeply about the privacy of the information they share with us. Protecting their information and keeping their trust is integral to the financial services industry. It's also central to our culture of doing what's right. We each have a duty to keep RBC client information confidential and secure from the risk of theft, loss, improper disclosure or misuse. We do this by complying with RBC's Enterprise Privacy Risk Management Policy. We must also never share non-public client information — accidentally or intentionally — with a third party or colleague who does not have a business need to know. We are responsible for keeping RBC client information private, even after we leave RBC's service.

In the event of a privacy breach, we must follow established procedures. We must immediately report a potential or actual privacy breach in our Privacy "Report an Incident" tool to engage our local Privacy Officer, and we must never share any details about the breach with others who do not have a business need to know. For more information, please refer to RBC's Enterprise Privacy Risk Management Policy.

3.2 Protecting RBC Business Information

RBC's business information is one of our most important assets, so we have a duty to safeguard it by complying with RBC information security policies.

For more information, please refer to the RBC Enterprise Information Security Policy and "Proprietary information" in section 6.2 below.

3.3 Protecting RBC's Reputation in Our Communities

Individual character and personal activities

We must avoid any conduct or association which could bring our honesty, integrity or judgement into question. It's important to understand how closely our clients, shareholders, communities and colleagues associate us with RBC, even when we are off-duty, and how our off-duty conduct impacts RBC's reputation and brand. We are held to RBC's Values and the standards set out in the Code, both on and off duty, and our duty to report actual or possible misconduct applies equally when we're off-duty.

External representation

Our Values and the Code provide a foundation for our behaviour when we represent RBC at work and in our communities. Our integrity and trust must be beyond reproach.

What can I do to protect RBC business or client information?

- Operate on a "need to know", rather than "nice to know" basis, and share RBC business or client information only with those who need it for an appropriate business purpose.
- Always use proper procedures to share information securely.
- When working in public places (for example, while commuting, in restaurants or in hotels) take care not to be overheard or allow RBC business or client information to be visible or left behind.
- Dispose of confidential information securely.
- Immediately report any potential or actual privacy or information security incidents or breaches.
- Never forward business or client information to your non-RBC personal email address.

"Off-duty" conduct can become an issue when it:

- damages RBC's reputation (e.g. you post a disparaging social media comment about your colleague's abilities)
- impedes our ability to perform our duties (e.g. a mobile employee has their driver's licence revoked and cannot drive to see clients) or
- brings our integrity and Values into question (e.g. cyber-bullying or harassing a colleague off hours).

■ Business use of external social media

One of the ways RBC communicates is through social media. To ensure that our business and corporate social media use is appropriate and consistent with RBC's general communication strategy, only specifically approved employees may participate in the external social media channels approved by their business unit. Refer to the RBC Enterprise Policy on the Use of External Social Media, which includes links to additional business specific documents.

■ Personal use of social media

When we participate in social media in a personal capacity, we must consider the potential impact our personal posts may have on RBC's reputation, and be guided by our Values and the standards set out in the Code. While social media can be used to create greater awareness and promote RBC's brand, it is not an appropriate venue to express concerns about RBC, our stakeholders, our clients or our competition. If we have concerns, we should speak to our manager or one of the Key Contacts. For more guidance on personal use of social media, refer to RBC's Enterprise Guidelines for Personal Use of Social Media.

■ Responding to inquiries from the media

We manage and protect RBC's reputation and ensure consistency in managing media inquiries. To ensure consistency and accuracy, only those of us who have been authorized to do so may communicate with the media on RBC's behalf. Media inquiries must be referred to our Corporate Communications representatives; we are not authorized to address media questions ourselves. For more information, refer to RBC's Media and Communications Policy.

Supporting our communities

We support the communities where we live, work and do business. We also accept accountability for the social and economic effects of our business decisions. We take pride in the value of our contributions and encourage employee involvement in the community.

We must obtain our manager's permission to solicit for or promote causes or issues, including charitable ones, in RBC workplaces. Personal involvement in our communities must be at our own expense and must not interfere with our work at RBC or RBC's operations, and may require manager permission depending on the activity. Refer to the Control Standards for Outside Business Activities for more information.

Environmental sustainability

RBC promotes environmental sustainability. This means minimizing our environmental footprint and offering environmentally responsible products and services. We believe fulfilling our goals in these areas will lead to short- and long-term benefits for RBC shareholders, clients, colleagues and the communities where we live and do business.

Political involvement and contributions

We support participation in general political processes, and respect our colleagues' diverse opinions.

We must not use RBC time or resources to promote political candidates or causes, either inside or outside the workplace. If we choose to participate in political activity, we do so on our own behalf, at our own expense, and not as representatives of RBC. We must never use our affiliation with RBC to market our political activities.

3.4 Responding to Government or Regulatory Inquiries

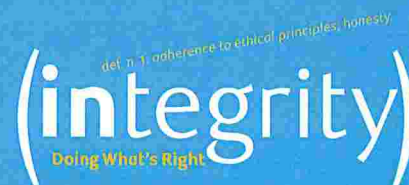
From time to time, we may receive an inquiry from government authorities or regulators regarding RBC business. When approached for information, we follow the procedures established for our business unit. This includes escalating the inquiry to our manager or local Compliance group, as appropriate, for response.

When using any social media platform, remember that our comments are public and permanent. We should consider the following do's and don'ts when using social media:

- Do not post on social media if our personal and professional reputations, or the reputation of RBC, may be negatively impacted.
- Do not post photos of our colleagues without prior consent.
- Do not include confidential, non-public information relating to RBC, RBC clients, employees, contract workers or other people in our social media conversations. Some examples include RBC's financial information, client and employee personal information, business plans or strategies, pending product launches, partnerships with third parties and employment relationships.
- Do not try to address an issue involving RBC unfolding in social media, or speak on RBC's behalf, unless authorized to by Corporate Communications and our manager.
- Do contact socialmedia@rbc.com.

It is important to note that certain jurisdictions impose restrictions on political contributions by employees of companies that have or may have business before a particular local government. Therefore, it is advisable to refer to the RBC Enterprise Lobbying Policy and applicable procedures before making a political contribution.

4. Integrity in Working Together at RBC



At RBC, we have a strong and capable global team serving our clients, working together to deliver on our strategy, and creating value and growth for our clients, communities and shareholders. We believe in each other and have confidence and trust in the capabilities and intentions of our colleagues. Our integrity, diversity & inclusiveness, and collaboration help make RBC a great place to work, belong and thrive.

4.1 Respectful Workplace

We all have a right to work in an environment that is respectful and professional. Mutual respect and dignity ensures an environment that is healthy and productive for RBC employees, clients and others we interact with.

We must all behave in a way that contributes to a workplace free from discrimination, disrespectful and inappropriate behaviour, harassment, sexual harassment, violence and retaliation.

Harassment, including sexual harassment, discrimination, violence, retaliation and other disrespectful and inappropriate behaviour – whether or not it's intentional – are not tolerated at RBC. Harassment is behaviour that, because of its nature or persistence, interferes with a climate of mutual respect for the dignity and worth of each person. It also undermines the integrity of our relationship with RBC and one another.

Maintaining a respectful workplace also requires us to behave professionally while using RBC systems. We must not use RBC networks, systems, devices or access to the Internet to view or communicate offensive material.

Refer to RBC's Respectful Workplace Policy for details on and procedures for reporting breaches.

4.2 Equal Opportunity, Fair Workplace and Human Rights

Equal opportunity

RBC promotes equal opportunity in all dealings with RBC employees, contract workers, clients and others we deal with. In addition, RBC provides equal opportunity for advancement and growth in the workplace by filling open positions based on business need, candidate merit and RBC Values.

Fair workplace

We treat all employees and contract workers fairly, pay fair compensation and provide respectful work environments. All employees are encouraged to raise concerns directly within RBC using any of the Key Contacts.

Human rights

We comply with all laws regarding non-discrimination and human rights in the jurisdictions where we operate. RBC prohibits discrimination on the grounds of age, national origin, citizenship, ethnicity, race, colour, religion or creed, physical or mental disability, veteran status, family status, pregnancy, marital status, civil or same sex union, sex, sexual orientation, gender identity, gender expression or any other characteristic protected by law.

Even where laws allow for discrimination on these grounds, RBC operates in a way that doesn't differentiate unfairly.

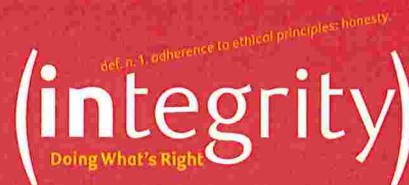
Not all negative interactions are harassment, discrimination or retaliation. For example,

- minor conflicts that arise because of differences in work or communication styles, and general disagreements and challenges are not harassment
- managing performance and other manager activities that are part of their responsibilities and performed for legitimate business purposes are not harassment, discrimination or retaliation, and
- constructive challenge that encourages the exchange of ideas is not harassment.

Sexual harassment is a specific form of harassment that includes unwelcome behaviour such as:

- unwelcome advances, flirtation, propositions, invitations for sexual favours
- sexual physical contact
- sexist behaviour that represents a belief one sex is inferior to the other
- disseminating sexually suggestive or explicit pictures, cartoons, objects or jokes
- conversations or inquiries about sexual exploits or desires, or using lewd language
- explicitly or implicitly making submission to sexual behaviour a term or condition of employment, or
- using the submission to, or rejection of, sexual behaviour as a basis for employment decisions.

5. Integrity in How We Do Business



Ethical behaviour governs every aspect of our business, from day-to-day transactions to special projects.

5.1 Business Dealings

As representatives of RBC, we have a duty to never mislead others — even by omission — about products or services we offer. We must be mindful in our communications to provide information that is clear and not misleading in any way. We must make every reasonable effort to provide full and fair information and correct errors or ambiguity in any statement made on RBC's behalf. This is especially important with regard to our sales representations, marketing and advertising.

We ensure our sales practices are fair and not misleading by ensuring that we:

- are knowledgeable about the products and services we recommend to clients
- recommend products and services based on an understanding of a client's needs and never only to meet performance incentive goals or other targets
- clearly and accurately explain the terms and conditions outlined, and give appropriate disclosures about a product or service in clear, simple language
- obtain proper and informed consent in line with RBC's policies.

5.2 Avoiding and Managing Conflicts of Interest

By acting without bias, we can assure RBC stakeholders of our integrity. This means that the decisions we make in our work with RBC must be objective and we put our clients' interests above our personal interests.

Obligations arising from our other business, family and social relationships must not play a role in our work for RBC. A conflict of interest — actual, potential or perceived — is a situation that could cause others to doubt our ability to perform our jobs effectively and objectively, without bias. Keep in mind that a conflict of interest can exist even where we have not behaved improperly or unethically. Even the impression of a conflict of interest can affect RBC's reputation and our own.

We cannot prevent or avoid all conflicts of interest, as some arise naturally out of our various relationships with RBC, its clients and others. We must manage conflicts that we cannot avoid to ensure objectivity.

We have an ongoing responsibility to identify conflicts of interest in relation to RBC, its clients and its suppliers. This includes potential and perceived conflicts as well as actual ones. We must immediately disclose all conflicts so they can be managed appropriately.

Some common conflicts of interest are described in the following sections. Note that in these sections "*family*" includes:

- a spouse, common law partner or domestic partner
- children and step-children
- parents and siblings
- grandparents and grandchildren, and
- other relatives by blood or marriage.

How can I recognize and manage potential conflicts of interest?

- Think about how your actions would look to others.
- Disclose activities up front, especially if you are unsure about a potential conflict.
- Talk to your manager or local Compliance group if you have any questions.



[Small Business](#) > [Customer Service](#) > Pledge to Small and Medium Sized Businesses

Pledge to Small and Medium Sized Businesses

Open Communication

We Pledge:

- To communicate clearly and openly. Product and service details will be thoroughly explained and documents will be in plain language. In conversation, in print or on the Internet, we will avoid jargon and concentrate on the benefits to you.
- When we have information of interest to business owners it will be available on the Internet, in person or over the phone.

The Credit Process

We Pledge:

- To make the following information available to assist you in applying for business credit:
 - directions on how to apply
 - an explanation of the requirements for obtaining credit
 - guidelines on how to prepare a business plan, if necessary
 - an estimate of the time it will take to make a credit decision
- When an application for credit is approved, or when the terms of an existing loan agreement will be amended, to inform you about:
 - the terms and conditions, including the information and documentation we need from you before the funds are made available
- When an application for credit is declined, to inform you about:
 - the reasons for our decision
 - what we require to reconsider the application, where possible
 - where to find information on alternate sources of financing
- When an issue arises in the credit relationship, to:
 - listen to your needs and consider your proposals
 - explain our needs as soon as possible
 - give you reasonable time and opportunity to provide the information required to determine the next steps
- When there is an adverse change in your business or personal financial circumstances, to:
 - carefully review the existing credit arrangement before deciding our response
 - provide at least 15 calendar days' notice before taking any action, under normal circumstances

Your Privacy

We Pledge:

- To respect the confidentiality of our relationship
- To collect, use or share your information only with your consent, or as required by law

Professional Conduct

We Pledge:

- To provide choice in our products and in our service delivery
- To make readily available the information you need to make decisions
- To welcome diversity and acknowledge individual circumstances
- To observe high standards of ethics and conduct in our business

Handling Concerns

We Pledge:

- To respond quickly and openly to concerns and try to resolve them when and where they arise
- To provide you with an escalation process, readily accessible by phone, fax, the Internet or mail, to assist you in resolving the problem.

Complete details are available on the [Internet](#), in person or by phone and are contained in the RBC Royal Bank brochure, "[How to Make a Complaint](#)".

We are Accountable

Our Pledge:




- That we have a firm and open commitment from our employees who serve you that they will adhere to this Pledge without exception
- The RBC Ombudsman office operates independently from Group businesses. The Ombudsman office provides an appeal of concerns unresolved elsewhere in the Group and makes recommendations to improve the client and employee experience
- We have filed a copy of this Pledge with the Canadian Banking Ombudsman and regulatory agencies

While these actions are important, our most basic accountability is to you, our client. We hope you will measure our performance against these commitments and let us know how we can serve you better. Your satisfaction is our first priority. That's our Pledge to you.

Contact Us



Choose the option that's best for you.

-  [Call 1-800-769-2520](#)
-  [Branch & ATM Locator](#)
-  [Send Us an Email](#)

Related Links

- [How to make a complaint](#)
- [Business Accounts](#)
- [Credit Cards](#)
- [Business Financing](#)

Tools



- [Business Solution Selector](#)
- [Business Account Selector](#)
- [Loan Calculator](#)

7. Conclusion

Our Code of Conduct is integral to the way we do business at RBC. As employees it is our duty to read and understand the Code. That said, there will be times when complex and sensitive issues arise that may cause confusion. Don't hesitate to speak up, ask questions and seek help.

“We are all responsible for protecting and enhancing RBC’s reputation by following our Code of Conduct. It’s also important that we support one another in doing what’s right, including feeling empowered to challenge situations we believe are wrong.”

David McKay, President and CEO, RBC

TAB J

Exhibit J



Royal Bank

SURFACE PRO SERVICES INC. ▾

March 8, 2019

SPS (7581)

Current Account, CAD **Current Balance** \$0.00
 Available Balance \$0.00

Authorized Overdraft \$0.00

Transactions As of Mar 8, 2019

DATE	DESCRIPTION	WITHDRAWALS	DEPOSIT	BALANCE
Mar 08, 2019	Debit memo	-\$85,495.51		\$0.00
Mar 06, 2019	Activity fee	-\$80.00		\$85,495.51
Mar 04, 2019	BR TO BR - Credit Adjustment 5420 re: refund of pymnt. for CRA CR ac02189-1017581 by \$56323.23		\$56,323.23	\$85,575.51
Mar 01, 2019	Monthly fee	-\$75.00		\$29,252.28
Mar 01, 2019	<u>Account Payable Pmt</u> CITY OF CALGARY		\$6,971.95	
Mar 01, 2019	BR TO BR - 2699		\$108,960.50	
Feb 28, 2019	Account Payable Pmt Axiom		\$18,237.51	-\$86,605.17
Feb 22, 2019	NSF item fee 4 @ \$45.00	-\$180.00		-\$104,842.68

Royal Bank of Canada Website, © 1995-2019

\$ 190,493.19

DEPOSITED OF WHICH NO
 CHEQUES COULD HAVE BEEN
 WRITTEN FROM THAT ACCOUNT.

TAB K

Exhibit K

Surface Pro Services Inc.
6918 44th STREET S.E.
CALGARY, AB T2C 2P6

ROYAL BANK OF CANADA
THORNCLIFFE BRANCH
6602 4TH ST. N.W.
CALGARY, AB T2K 1R2

007743



Feb 8, 2019

PAY

eighty three thousand four hundred and seven 8/100 \$83,407.82

TO THE ORDER OF

RBC Visa
4516 0760 0315 1668

Surface Pro Services Inc.

PER

⑈007743⑈ ⑆02189⑈003⑆ ⑈01⑈758⑈1⑈

Virtual Endorsement
DSPACC:
DSPTR:
CSID: 3190394093978712061
TXNID: 1
SCANSES: 94,851,630
ITMSEQ: 1
CHANID: 003
APPCD: S900
TRANSIT: 12061
DSPCUR:
TEFDT: 08/02/19
OPID: 904207065

Endorsement - Signature or Stamp
Endossement - Signature ou timbre

BACK/VERSO

Printer ID# 1021
ID d'imprimeur 1021

- MP Microprint** Tiny words are laser etched not by means of printed or photocopied.
- MR Microreplication** Las marks are pulled from original surface and transferred to substrate by technology replication.
- Chemical Protection** Chemical protection in the paper support to ensure it resists to common acids and alkalis.
- Protection optique** Technologie d'abaissement de la réflectivité du papier support pour empêcher les fibres de lumière de rétrodiffuser.
- Fluorescence** Visible only under UV light.
- Forêt** Visible uniquement sous rayon ultraviolet.
- Watermark Paper** Watermark should not appear if scanned or photocopied.
- Papier à grain** Papier à grain ou texture apparente visible à la photo.
- Secure Adhesive** A treatment applied to both sides of the stamp to ensure better adhesion. Results have great strength against physical fraud by rubbing attempts to remove, scrape or scratch the printed area.
- Adhésif sécurisé** Un traitement appliqué à deux côtés de la stampette pour assurer une meilleure adhérence. Résultats ont une grande résistance physique contre les tentatives de fraude par frottement, grattage ou rayure de l'impression.

RETURN ITEM

From Member: 2109-0033
Royal Bank of Canada

To Member: 02846-003
Royal Bank of Canada

Date: 2019-03-07
Amount/Montant: \$30,000.00

Reason: Insufficient Funds

Raison: Provisions insuffisantes

CECIL R ATKINS
229 1171 BOW VALLEY LANE NE
CALGARY AB T2E 8B1

313

DATE 2019-03-07
Y Y Y Y M M D D

PAY TO THE ORDER OF UNDERWORLD ENVIRONMENTAL INC.

\$ 30,000.00

THIRTY THOUSAND
ROYAL BANK OF CANADA
5269 MEMORIAL DRIVE SOUTH EAST BRANCH
NO 1-5269 MEMORIAL DR SE
CALGARY AB T2A 4V1

100 DOLLARS
Security features included. Details on back.

[Handwritten Signature]

⑈313⑈ ⑆02109⑈003⑆500⑈908⑈9⑈

⑈00000313⑈

4⑆2109⑈003⑆

5009089⑈79

⑈0003000000⑈

⑈28⑈

5⑆02846⑈003⑆

28

⑈0003000000⑈



THORNCLIFFE BRANCH
5602 4TH ST N W

282601105005 AB T2K 1B2
1-800-769-2520

Date
Notice Number
Account Number

page 1 of 1
2019-03-07
4,635
02189-1003375

Returned Item Notice

Reason for Return
Returning Bank
Deposit Date
Cheque Of
Amount
Fee Total

Insuff Funds
Royal Bank
2019-03-06
E RUTH ATKINS
\$30,000.00
\$7.00

UNDERWORLD ENVIRONMENTAL INC.

8916 44 STREET SE
CALGARY AB T2C2P6