

Canada Emergency Business Account (CEBA 5.0) Credit Agreement

We, ATB Financial, previously Alberta Treasury Branches (“ATB”) have approved and are pleased to offer You the following new credit facility as follows (“Credit Facility”):

Credit Facility Type: Term Loan

Industry: Business

Purpose: The funds from this Term Loan shall only be used by the Borrower to pay (i) Eligible Non-Deferrable Expenses as defined under the Canada Emergency Business Account (CEBA 5.0) Credit Agreement Standard Terms and Conditions attached hereto; or (ii) other expenses of the Borrower of the type described in clauses (i) – (x) of the aforementioned definition of Eligible Non-Deferrable Expenses incurred or to be incurred in 2021.

Term Loan Amount: \$ 60,000.00

Interest Rate:

Fixed Interest Rate: 0% per annum, to and including December 31, 2022; subject to renewal as provided herein, 5% per annum then as of January 1, 2023 to and including the then-amended Maturity Date of December 31, 2025.

Draws: This Credit Facility is available in 1 draw on or before March 31, 2021. Unless approved by ATB, in writing, any draw not taken by that date will be cancelled and no longer available to You.

Payments:

If this Credit Facility is advanced in one draw:

Subject to the prepayment incentive scoped within clause 3 of the *Canada Emergency Business Account (CEBA 5.0) Credit Agreement Standard Terms and Conditions*, payment of \$60,000.00 will be due and payable on the Maturity Date. Provided the Credit Facility is not then in default and the balance of the principal, interest and other sums due and payable hereunder are not paid in full, then the Credit Facility shall be renewed based upon an amended Interest Rate of 5% per annum and an amended Maturity Date of December 31, 2025. And the terms and conditions of this Credit Agreement, as so amended, will otherwise continue in full force and effect.

Maturity Date: December 31, 2022

Payment may be debited from the Transit and Account #'s identified within Your application for this Credit Facility, as communicated to Us by way of atb.com.

Fees: You acknowledge that the fees associated with this Credit Facility include, without restriction: n/a.

Conditions:

You agree:

- (a) to pay to ATB, when due, all amounts owing by You to ATB under this Credit Agreement, including, without restriction, principal, interest, fees and other sums, as specified herein;
- (b) to pay to ATB, on demand, all legal and other costs incurred by ATB in respect of the above Credit Facility, including, without restriction, for the collection of the indebtedness, all with legal costs on a solicitor and its own client, full indemnity basis;
- (c) to be bound by the terms and conditions outlined in:
 - (i) the *Canada Emergency Business Account (CEBA 5.0) Standard Terms and Conditions*, and
 - (ii) Appendix “A” to this Credit Agreement;
- (d) that funds under this Credit Agreement will not be available until the disbursement conditions set forth at Appendix “B” of this Credit Agreement are met to ATB’s satisfaction, unless waived by ATB, in writing; and

(e) that upon maturity of the Credit Facility, the respective matured amount outstanding will be immediately payable, in full, by You to ATB, without demand.

You and the Borrower(s) Principal(s) also acknowledge having read and agreed to the terms and conditions regarding the sharing of credit and Personal Information outlined in Appendix "A" to this Credit Agreement.

If You are in agreement with this offer, including the conditions listed in Appendices "A" and "B" below together with the terms and conditions detailed in the *Canada Emergency Business Account (CEBA 5.0) Credit Agreement Standard Terms and Conditions*, then please return a signed copy of this Credit Agreement to ATB. Acceptance of this Credit Agreement does not replace any existing commitment letter or credit agreement between You and ATB, and the obligations under this Credit Agreement are not a substitution for the obligations under any existing commitment letter or credit agreement between You and ATB, except as expressly provided herein.

ATB reserves the right to cancel this offer any time prior to acceptance. If You have any questions or concerns, please feel free to contact us.

Acceptance and Acknowledgement:

By signing by way of atb.com's Internet platforming, I (we) certify that all information provided to ATB is complete and accurate, that the terms of the Credit Facility are accepted, and that I (we) have received, read and understood this *Canada Emergency Business Account (CEBA) Credit Agreement*, complete with its appendices and schedule (*Canada Emergency Business Account (CEBA 5.0) Credit Agreement Standard Terms and Conditions*). The individual(s) executing this Credit Agreement represent and warrant to ATB that he/she is, or they are (as applicable), authorized to execute this Credit Agreement on behalf of the borrowing entity(ies).

This Credit Agreement may be executed in counterpart.

This Credit Agreement can be executed by You electronically.

Appendix A**The Borrower also agrees to the following:**

- To provide to ATB any information regarding assets, operations and financial conditions that ATB may from time to time request
- That ATB may share your credit information with credit-reporting agencies, and that ATB may also obtain credit information in respect of the Borrower(s) under this Credit Agreement from such agencies
- to execute and deliver to ATB all such reasonable and appropriate additional documents, instruments or agreements as may be necessary or appropriate to effectuate the purposes of this Credit Agreement

The principal(s) of the Borrower(s) under this Credit Agreement (in their personal capacity, as evidenced by his/her/their signature(s) above; hereinafter, “the Borrower(s) Principal(s)”) confirm(s):

- That ATB may share his/her/their Personal Information with credit-reporting agencies

ATB will collect, use and disclose your and the Borrower(s) Principal(s) Personal Information in accordance with ATB’s Privacy Statement and our Privacy Code found at www.atb.com. Personal Information we collect, use and/or disclose may be stored in the United States. You and the Borrower(s) Principal(s) may access ATB’s Out of Canada Service Providers Statement at www.atb.com under the heading Privacy and Security. If you or the Borrower(s) Principal(s) have questions about the collection, use or disclosure of the respective Personal Information outside Canada, it/he/she/they may contact ATB’s Chief Privacy Officer at (780) 408-7588 or by e-mail: PrivacyOfficer@atb.com.

Appendix B

Disbursement Conditions:

Before the Credit Facility is advanced, ATB must be in receipt of the following records with respect to the Borrower, in form and content satisfactory to ATB:

- Corporate Records
- Attestation of the Borrower

Canada Emergency Business Account (CEBA 5.0) Credit Agreement Standard Terms And Conditions

The following are the terms and conditions for the Credit Agreement.

1. Definitions:

“**ATB**” or “**Us**” or “**We**” means ATB Financial, previously Alberta Treasury Branches.

“**Borrower**” means the individual or individuals who, and/or the corporate or partnership entity or entities which, signed the Credit Agreement and is (are) indebted to ATB by virtue of the Credit Agreement.

“**Borrowings**” means all amounts outstanding under the Credit Facility.

“**Credit Agreement**” means the *Canada Emergency Business Account (CEBA) Credit Agreement*, with its appendices and schedule (*Canada Emergency Business Account (CEBA) Credit Agreement Standard Terms and Conditions*).

“**Credit Facility**” means the credit facility established by the Credit Agreement.

“**Date of the Credit Agreement**” means the latest acceptance date for the Borrower, as noted by the Credit Agreement.

“**Eligible Non-Deferrable Expenses**” means, in respect of the Borrower, the following expenses (and only the following expenses) incurred or to be incurred by the Borrower in 2020 provided that such expenses are not deferrable after 2020: (i) wages and other employment expenses to independent (arm’s length) third parties, (ii) rent or lease payments for real estate used for business purposes, (iii) rent or lease payments for capital equipment used for business purposes, (iv) payments incurred for insurance related costs, (v) payments incurred for property taxes, (vi) payments incurred for business purposes for telephone and utilities in the form of gas, oil, electricity, water and internet, (vii) payments for regularly scheduled debt service, (viii) payments incurred under agreements with independent contractors and fees required in order to maintain licenses, authorizations or permissions necessary to conduct

business by the Borrower, (ix) payments incurred for materials consumed to produce a product ordinarily offered for sale by the Borrower; and (x) any other expense in a category other than the above as may be indicated by the Government of Canada on <https://application-demande.ceba-cuec.ca/> from time to time as being an Eligible Non-Deferrable Expense for the purpose of the Program. For greater certainty, the following expenses are not Eligible Non-Deferrable Expenses: any other payments or expenses such as prepayment/refinancing of existing indebtedness, payments of dividends, distributions and increases in management compensation and increases of the compensation of related parties, in each case except to the extent that such expense falls under clause (x) above.

“**GST**” means Goods and Services Tax as defined in the *Excise Tax Act* or in any legislation in replacement thereof.

“**Insolvency Event**” means You become insolvent or become subject to the provisions of any legislation for the benefit of Your creditors including, without limitation, any one or more of the following: (a) if any case, proceeding or other action shall be instituted in any court of competent jurisdiction against You seeking in respect of You an adjudication in bankruptcy, reorganization of any indebtedness, dissolution, winding up, liquidation, a composition, proposal or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, receiver and manager, interim receiver, custodian, liquidator sequestrator or other party with similar powers with respect to such party or of all or any substantial part of Your property, or any other like relief in respect of You under the *Bankruptcy and Insolvency Act (Canada)*, the *Companies’ Creditors Arrangement Act (Canada)*, the *Winding-Up and Restructuring Act (Canada)*, the *United States Bankruptcy Code*, or any other bankruptcy, insolvency or analogous law and such case, proceeding or other action results in an entry of an order for relief or any such adjudication or appointment; or the same shall continue undismissed, or unstayed and in effect, for any period of 30 calendar days; or (b) if You (i) make any assignment in bankruptcy or make any other assignment for the benefit of creditors; or (ii) make any proposal under the *Bankruptcy and Insolvency Act*

(Canada) or any comparable law, seek relief under the *Companies' Creditors Arrangement Act (Canada)*, the *Winding-Up and Restructuring Act (Canada)*, the *United States Bankruptcy Code*, or any other bankruptcy, insolvency or analogous law, or file a petition or proposal to take advantage of any act of insolvency; or (iii) consent to or acquiesce in the appointment of a trustee in bankruptcy, receiver, receiver and manager, interim receiver, custodian, sequestrator or other person with similar powers of You or of all or any portion of Your property which is, in the opinion of the party making such a determination, material; or (iv) file a petition or otherwise commence any proceeding seeking any arrangement with creditors, composition, administration or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditors' rights; or (v) consent to, or acquiesce in, the filing of such assignment, proposal, relief, petition, appointment or proceeding or take any action to authorize or effect any of the foregoing.

“Maximum Limit” means the maximum amount available to the Borrower under the Credit Facility.

“Personal Information” means any information, excluding business contact information, which relates to an individual and allows ATB to identify that individual.

“Program” means the Canada Emergency Business Account program initiated by Her Majesty in the Right of Canada (the **“Government of Canada”**).

“You” or **“Your”** means the Borrower, or the Borrower's, as applicable. For purposes of the sharing of Personal Information, **“You”** or **“Your”** means the principal(s) of the Borrower, as evidenced by their respective signature(s) upon the Credit Agreement, in their personal capacity.

2. Preconditions

None of the Credit Facility will be available, and the availability of further advances will be curtailed, until the following conditions precedent have been satisfied: (a) ATB has received all records required under the Credit Agreement, in form and substance satisfactory to ATB; (b) the Borrower has provided all information ATB may require, including, yet not limited to, corporate records and financial statements; (c) ATB is satisfied as to the value of the Borrower's assets and financial condition, as well as the Borrower's ability to carry on business and repay any amount owed to ATB from time to time; (d) there is no Event of Default hereunder; (e) all representations and warranties hereunder are true and correct, in all material respects; (f) ATB is satisfied that

the Borrower has provided ATB with an active Canada Revenue Agency Business Number with an effective date of registration on or prior to March 1, 2020, which has been verified by ATB as an authentic Business Number; (g) where applicable, the Government of Canada shall have received from the Borrower: (i) all information and documentation required by the Government of Canada to verify that the Borrower satisfies certain eligibility criteria under the Program; and/or (ii) all information and documentation required to be provided by the Borrower under any Attestation of the Borrower provided in connection with the Credit Facility; (h) the Government of Canada shall have notified ATB that the verification referred to under Section 2(g) above is complete; (i) ATB does not receive notice from the Government of Canada that the Borrower has been declined by the Government of Canada as a eligible qualifying borrower under the Program; (j) ATB shall have received from the Government of Canada all funds required to fund the Credit Facility.

3. Prepayment Incentive

3.1 Prepayment Incentive Amount. If you have repaid the Term Loan Amount in full (net of the Prepayment Incentive as defined below), and the Credit Facility is irrevocably cancelled, on or prior to the Maturity Date, and provided that an Event of Default has not occurred, then we will forgive an amount (herein the **“Prepayment Incentive”**) determined as follows: (i) 25% of the lesser of: (A) the Term Loan Amount (regardless of the amount of the Term Loan outstanding at the time of repayment as required under this Clause 3 and cancellation of the Credit Facility); and (B) \$40,000, such lesser amount being referred to in this Clause 3 as the **“First Eligible Incentive Amount”**; plus (ii) 50% of the amount by which the Term Loan Amount exceeds the First Eligible Incentive Amount (regardless of the amount of the Term Loan outstanding at the time of repayment as required under this Clause 3 and cancellation of the Credit Facility), provided that (subject to Clause 3.2 hereunder), the Prepayment Incentive shall not exceed the then outstanding Term Loan Amount. **3.2 Refund of Unclaimed Prepayment Incentive Amount.** If You have mistakenly repaid the Term Loan Amount in full (or in an amount in excess of the repayment permitted in order for You to be entitled to receive the full Prepayment Incentive Amount) on or prior to the Maturity Date, yet You wished to and were entitled to receive the full Prepayment Incentive Amount at the time of such repayment in full (or payment in excess of the permitted amount) then, notwithstanding the payment in full (or payment in excess of the permitted amount) You may request a refund of the applicable forgiven amount You were entitled to receive

provided however that such request shall be made on or before January 29, 2023. Notwithstanding the foregoing, the Borrower shall, upon demand, repay to ATB any amounts received by the Borrower in respect of this Section 3 to which the Borrower was not entitled to receive under the Program.

4. Terms for Business Term Loans

Non-revolving: Business Term Loan Credit Facilities are non-revolving. Amounts repaid may not be re-borrowed.

5. Payments

You must pay back the Credit Facility to You or for Your benefit according to the terms of the Credit Agreement. Any payment due under the Credit Agreement shall, at ATB’s option, be applied firstly to accrued interest and secondly in reduction of principal. You authorize ATB to charge any payments or other amounts due under the Credit Agreement to any account You have with ATB.

6. Fees

You will pay to ATB all interest and indebtedness, in accordance with, and at the rates specified in, the Credit Agreement with its appendices and schedule (*Canada Emergency Business Account (CEBA 5.0) Credit Agreement Standard Terms and Conditions*). You also agree to pay ATB all costs and expenses (including legal fees on a solicitor and its own client, full indemnity basis) incurred by ATB to establish, preserve and/or enforce any rights granted to ATB in the Credit Agreement.

7. Interest

Interest will be computed from the date(s) funds are advanced and will be calculated on the daily outstanding principal You owe to ATB. Interest will be due and payable as follows: (a) for Term Loans, prior to demand, interest is due and payable at least on the date of the principal payment and more frequently in ATB’s sole discretion. Interest will be due and payable both before and after maturity or demand, and before or after default or judgment.

8. Representations & Warranties

You agree that: (a) You have full power and authority to conduct Your business, own Your properties and to execute, deliver and perform all Your obligations as detailed in the Credit Agreement; (b) Your legal name is accurately set forth in the Credit Agreement and You have disclosed to ATB all other names by which You are known; (c) to the best of Your knowledge, the information in the applicable loan request or credit application is accurate and complete; (d) all government remittances are and will remain compliant; (e) Your most recent

financial statements, provided to ATB, fairly represent its financial position as of the date thereof and its results of operations and cash flows for the fiscal period covered thereby; (f) the Borrower is duly incorporated (*in the case of a corporation*) or duly created (*in the case of a partnership*), validly existing and qualified to carry on business in Alberta; (g) the execution, delivery and performance by the Borrower of this Credit Agreement has been duly authorized by all necessary actions and does not violate governing documents for it, any laws to which it is subject or any agreements by which it is bound; (h) the businesses of the Borrower are operated in accordance with all applicable laws; (i) all representations and warranties made by You under any Attestation of the Borrower are hereby adopted and repeated as representations and warranties under this Credit Agreement; and (j) all information, statements, certifications, representations and warranties made by You under any Attestation of the Borrower provided in connection with the Credit Facility are true and accurate in all material respects.

9. Obligations

You agree to: (a) pay ATB the money You owe Us when due; (b) provide to Us any information We request about Your business, financial condition or Your property and any other relevant information We may require from time to time to allow Us to conduct a review of Your Credit Facility; (c) provide to ATB all the other agreements that relate to this Credit Agreement; and (d) comply with all laws and regulatory requirements that relate to the operation of Your business.

10. Consumer Protection Act

If applicable, You agree to waive the 2-day time period for delivery of the *Consumer Protection Act* disclosure statement. If applicable, You may notify ATB, in writing, of Your intention to withdraw from the Credit Agreement within 2 calendar days of signing it and if You withdraw, You have the right to be relieved from any obligations under this Credit Agreement and receive a refund of any payments made except any of the following fees which may have been incurred by ATB and charged to You: (a) search or registration costs paid to a registry or agent; (b) fees for any inspection, appraisal, survey or environmental audit report obtained by You and used by ATB; (c) mortgage insurance premium on a high ratio mortgage and (d) casualty insurance premium.

11. Events of Default

Without restricting ATB’s right to demand payment at any time as described in the Credit Agreement, ATB may, by notice to You, terminate any or all of the Credit Facility

and/or demand immediate payment of any and all amounts owing by You under the Credit Agreement in any of the following events: (a) You fail to pay Us, when due, any sum (or part thereof) required or fail to observe or perform, when due, any business loans due to ATB; (b) You fail to comply with the terms of the Credit Agreement or any other credit agreement for a business loan(s) You have with ATB; (c) You undergo or experience an Insolvency Event; (d) in ATB's opinion, any material adverse change occurs in Your financial condition or the ownership and operation of Your business, management, prospects, assets, liabilities or condition, financial or otherwise; (e) any representation or warranty You make to Us hereunder or to any government agency is false in any material way; (f) if Your control ceases to be vested, either directly or indirectly, in the original shareholders disclosed to ATB. In the foregoing, "control" means the right to elect a majority of the board of directors of the Borrower; (g) if a judgment is entered against You; (h) if proceedings are commenced for the dissolution, liquidation or winding-up of the Borrower unless such proceedings are being actively and diligently contested in good faith to the satisfaction of ATB, or if a decree or order is enacted for the dissolution, liquidation or winding-up of the Borrower; (i) if You cease to carry on your business; (j) any other creditor takes collection steps against You; (k) if any of the authorizations, registrations, licenses, permits or approvals required to be obtained from or granted by any governmental authority or agency and essential to the business of the Borrower or required by legislation is not obtained or granted or, if obtained, is withdrawn, cancelled, suspended or adversely amended; or (l) if the Borrower fails to comply, at any time, with any applicable legislation, regulation, authorization, registration, license, permit or approval concerning the operation of its business; (m) any statement or information made or provided by or on behalf of the Borrower under any Attestation of the Borrower or any documentation associated therewith and provided in connection with the Credit Facility is determined to be inaccurate or false; (n) it is determined that the Borrower did not satisfy all eligibility requirements of a qualifying borrower under the Program at the time the Credit Facility was established or committed; (o) it is determined that any part or all of the proceeds of the Credit Facility were used by or on behalf of the Borrower, either directly or indirectly, for any purpose other than to pay: (1) Eligible Non-Deferrable Expenses; or (2) other expenses of the Borrower of the type described in clauses (i) – (x) of the above noted definition of Eligible Non-Deferrable Expenses incurred or to be incurred in 2021; (p) the Borrower fails to comply with any other obligation to any party under any Attestation of the Borrower provided in

connection with the Credit Facility, including, without limitation, any request for information made by or on behalf of the Government of Canada thereunder; (q) You attempt to obtain more than a total maximum loan amount of \$60,000.00 under the Program; (r) You attempt to obtain a loan under the Program from more than one financial institution; and (s) You receive any support under the *COVID Indigenous SMEs Initiative* or under the *Regional Relief and Recovery Fund* (each item (a) through and including (s) constituting an "Event of Default"). Notwithstanding the foregoing, ATB may also, by notice to You, terminate any or all of the Credit Facility and demand immediate payment in the event the Credit Facility was made available as a result, wholly or in part, of any error made by ATB attributable to or in connection with, directly or indirectly, in whole or in part, the design, processes or implementation of the Program, provided that such errors are not the result of ATB's gross negligence or wilful misconduct.

12. Remedies

We have the right to require immediate payment of the Credit Facility at any time and, at ATB's option, to exercise any of the remedies below, and, if an Event of Default occurs, We have the right, at ATB's option, to: (a) declare all or any amounts which are not by their terms payable upon demand to be immediately due and payable; (b) reduce the amount of, or terminate, the Credit Facility; (c) demand that You immediately pay back the full amount You owe Us; (d) refuse to make any more advances or provide any financial services to You; (e) declare You to be in default under any other agreement with ATB; (f) automatically debit any of Your accounts with ATB for all amounts payable by You pursuant to this Credit Agreement; and (g) invoke any other rights permitted by law.

13. Assignment

The Credit Agreement is binding upon You and any person who succeeds You including Your executors, administrators, heirs, successors and permitted assigns. You cannot assign this Credit Agreement unless You obtain the express written consent of ATB; however, such consent may be unreasonably withheld. ATB can assign this Credit Agreement, at any time, in whole or in part, to any third party without Your consent or knowledge.

14. Governing Law

The Credit Agreement is governed by the laws of Alberta and You agree that any dispute thereunder will be determined by the Courts of Alberta.

15. Information Sharing and Credit Bureaus

You agree that ATB may share Your credit information with credit-reporting agencies. You agree that ATB may also obtain credit information in respect of the Borrower under this Credit Agreement from such agencies. If you are a principal of the Borrower, as evidenced by Your signature upon the Credit Agreement, then, in Your personal capacity, You agree that ATB may also share Your respective Personal Information with such agencies. ATB will collect, use and disclose such Personal Information in accordance with ATB's Privacy Statement and Privacy Code which are available online at www.atb.com. Personal Information we collect, use and/or disclose may be stored in the United States. You may access ATB's Out of Canada Service Providers Statement at www.atb.com under the heading Privacy and Security. If You have questions about the collection, use or disclosure of Your Personal Information outside Canada, You may contact ATB's Chief Privacy Officer at (780) 408-7588 or by e-mail: PrivacyOfficer@atb.com. Without in any way limiting the forgoing, You expressly acknowledge and agree that the Credit Facility being made available to You under the Credit Agreement is being made available to You under the Program. Accordingly, You agree and consent to ATB, without notice to You, collecting, using and disclosing to the Government of Canada (including, without limitation, its auditors, agents, representatives, the Auditor General of Canada, and Export Development Canada) (collectively the "Government of Canada") any and all information, documents and records (including, without limitation: personal information as defined under Canadian privacy laws, taxpayer information as defined under s. 241 of the Income Tax Act, and/or all information contained or referenced in any Attestation of the Borrower provided in connection with the Credit Facility) related to You and/or the Credit Facility as may be requested by the Government of Canada in connection with and/or for the purposes of administering, monitoring and auditing the Program, for research and statistical purposes relating to the Program, and/or any review or approval of the Credit Facility. You further acknowledge and agree that ATB shall not be liable for any damages arising from the use by others of any information or other materials shared with the Government of Canada pursuant to this Section 15, or otherwise obtained by others obtained through electronic, telecommunications or other information transmission systems, except to the extent such information or other materials have been obtained by others as a result of the actions of ATB which would constitute the wilful misconduct or gross negligence on the part of ATB.

16. Notices

We may send You monthly statements (if applicable), notices or demands for payment to the latest address We have for You on our records. Any statement, notice or demand shall be deemed to be received by You on the date received (if delivered personally) or the fifth day after We have mailed it to You (if mailed). If more than one of You has signed the Credit Agreement, communication to any one of You is deemed to be communication to all.

17. Positive Covenants

You covenant with ATB that so long as You are indebted or otherwise obligated to ATB, contingently or otherwise, You will do and perform the following covenants: (a) pay and remit all sums when due to tax and other governmental authorities including, without restriction, any sums in respect of employees, and provide proof to ATB upon request; (b) provide ATB with such information and documentation as We may require from time to time in respect of the collection and payment of GST including, without restriction, information concerning the amount of taxable supplies, GST collected, input tax credits received and GST paid during each reporting period; and (c) forward to ATB the copy of any GST election forms filed with Canada Revenue Agency.

18. Negative Covenants

You covenant with ATB that while You are indebted or otherwise obligated to ATB, contingently or otherwise, You will not do any of the following without the prior written consent of ATB: (a) amalgamate with anybody else or voluntarily wind up the affairs of the Borrower; (b) sell, lease or dispose of any assets except: (i) inventory being sold in the ordinary course of business; (c) pay to or for the benefit of shareholders or persons associated with shareholders (within the meaning of the *Business Corporations Act* (Alberta)) by way of salaries, bonuses, dividends, management fees, repayment of loans or otherwise, any amount which would cause the breach of a provision hereof.

19. Miscellaneous

(a) You authorize and direct ATB to automatically debit any of Your accounts with ATB for all amounts payable by You to ATB pursuant to this Credit Agreement. (b) Without restriction, ATB may waive the satisfaction, observance or performance of any of the conditions or covenants contained in this Credit Agreement. (c) Where more than one individual or entity signs the Credit Agreement as the Borrower, each party is jointly and severally liable for any obligation thereunder and ATB may require payment of all amounts payable under this Credit Agreement from any one or more of them. (d) Unless defined herein, capitalized terms used herein shall

have the respective meanings given to them in the Credit Agreement. (e) Except as specifically amended by this Credit Agreement, all of the terms, provisions, covenants, security and other conditions contained in previous loan documents between ATB and the Borrower remain unamended and in full force and effect, and this Credit Agreement and the indebtedness herein are each hereby ratified and confirmed. (f) Except as otherwise provided in the Credit Agreement, if any provision of these Standard Terms and Conditions is in conflict with, or inconsistent with, any provision of a previous commitment letter or other credit agreement, the provisions contained in these Standard Terms and Conditions shall govern. (g) If audited financial statements are not currently required, ATB reserves the right to require audited financial statements. (h) ATB will open and maintain accounts and records evidencing the Credit Facility made available to You by ATB under the Credit Agreement. ATB will record the principal amount of the Credit Facility and the payment of principal, interest, fees and all other amounts due to ATB under the Credit Agreement. ATB's accounts and records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of You to ATB in accordance with the Credit Agreement. (i) No event has occurred which constitutes or which with notice, lapse of time or both would constitute a breach of any provision of this Credit Agreement. (j) Time shall be of the essence in the Credit Agreement complete with its appendices and schedule (*Canada Emergency Business Account (CEBA 5.0) Credit Agreement Standard Terms and Conditions*).