

COURT FILE NUMBER 2503 16554

Clerk's Stamp

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF 1220201 ALBERTA LTD.

DEFENDANT E.C.P. HOLDINGS (2014) LTD.

DOCUMENT **AFFIDAVIT #1 OF RICK BOUMA**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Sharek Logan & van Leenen LLP, Barristers and Solicitors  
2100, 10060 Jasper Avenue Edmonton, AB T5J 3R8  
Phone: 780.413.3100  
Lawyer: David Archibold & Justin Williams  
File 24245/DA

**AFFIDAVIT OF RICK BOUMA**

**Sworn on August 26<sup>th</sup>, 2025**

I, Rick Bouma, of Edmonton, Alberta, MAKE OATH AND SAY THAT:

1. I am a Director of 1220201 Alberta Ltd. ("**122 Ltd.**" or the "**Plaintiff**"), and as such have a personal knowledge of the matters herein deposed to, except where stated to be based upon information and belief and where so stated I verily believe the same to be true.
2. 122 Ltd. is owned by myself and my wife, Sylvia Bouma. Attached hereto and marked as **Exhibit "A"** is a copy of the corporate search for 122 Ltd.
3. This Action arises from a vendor financing transaction where I sold my business, Edmonton Custom Packers, a butcher shop and abattoir located in Edmonton, Alberta, ultimately to my son Nicholas Bouma. Nicholas is in the midst of matrimonial proceedings with his spouse Brandie Marilynn Bouma outside of these proceedings.

**BACKGROUND**

4. E.C.P. Holdings (2014) Ltd. ("**ECP**") is a family owed business owned and operated by Nicholas Bouma. ECP is the only abattoir in Edmonton and operates as an abattoir and butcher shop. ECP provides custom slaughtering and processing of beef and pork as well as manufacturing sausage and processed meats. It has operated, in various forms, since 1974.
5. As part of transitioning the business to my sons (and ultimately one of them as set out below), ECP was incorporated on July 2, 2014 for the purpose of concluding the purchase of the shares and assets of Edmonton Custom Packers Ltd. and certain lands owned by 122 Ltd. that ECP operates out of.
6. To date, ECP continues to operate the business and is the shareholder of Edmonton Custom Packers Ltd. My understanding is that Edmonton Custom Packers Ltd. is not operating and all of the various obligations of the business are in ECP.
7. On or about August 1, 2014, ECP entered into an agreement with 122 Ltd. for the purchase of its shares in Edmonton Customer Packers Ltd. and thereafter for the purchase certain

lands municipally described as 5608 129 Avenue, Edmonton, AB and legally described as:

PLAN 4983AM  
BLOCK 31  
LOTS 1 TO 3 INCLUSIVE

(the "**Property**") owned by 122 Ltd. Attached hereto and marked as **Exhibit "B"** is a copy of the Land Titles Certificate evidencing ECP's ownership of the Property.

8. The agreed upon purchase price was \$1,165,000 (the "Business Purchase Agreement"). ECP made an initial lump sum payment of \$165,000 and, contemporaneously with executing the Business Purchase Agreement, executed a Promissory Note (the "Promissory Note") in favor of 122 Ltd. for the balance of \$1,000,000, with interest accruing at a rate of 2.5% per annum, compounded semi-annually. Attached hereto and marked as **Exhibit "C"** is a copy of the Business Purchase Agreement. Attached hereto and marked as **Exhibit "D"** is a copy of the Promissory Note.
9. Ultimately, following execution of the Business Purchase Agreement and its closing, and a number of other transaction, ECP became owned by 1832066 Alberta Ltd. and 1832078 Alberta Ltd.. ECP was controlled by its two directors, Nicholas Bouma ("**Nicholas**") and Jerri Bouma ("**Jerri**").
10. As I understand it, in or around early 2020, 1832078 Alberta Ltd. initiated the sale of its shares to 1832066 Alberta Ltd. pursuant to a 'shotgun clause' in ECP's Unanimous Shareholders Agreement. Attached hereto and marked as **Exhibit "E"** are corporate searches for ECP evidence its historical and current ownership.
11. Since March 13, 2020, Nicholas has been the sole Director of ECP and the beneficial holder of the shares of ECP through his control of 1832066 Alberta Ltd., ECP's sole shareholder.
12. My understanding is that at all material times, ECP's directors, and now sole director, Nicholas, used ECP as the operating company for the purpose of running the day to day operations. ECP also holds the Lands.
13. Pursuant to the relationship between the parties, ECP was obligated to make payment over time for Edmonton Custom Packers Ltd. and the Lands.
14. Between October 2014 and February 2017, ECP made monthly payments to 122 Ltd. pursuant to the Promissory Note in the amount of \$2,082, reflecting payment against only the accruing interest. In March 2017, ECP began remitting the full \$11,082 and in partial satisfaction of interest and principal owing under the Business Purchase Agreement and Promissory Note.
15. In April 2022, ECP ceased remitting the fully monthly payment, and began paying interest only on the debt owing under the Promissory Note. Interest only payments continued until April 2024, and no meaningful repayments have occurred since.
16. Since the Business Purchase Agreement was signed, ECP has requested and received significant financial assistance from myself, Rick Bouma, and 122 Ltd. in the way of

continued cash flow support to maintain operations. The requests for financial assistance increased in frequency and value through 2024, and I began to record the particulars of the support I personally provided to ECP in a hand written ledger, which identifies the following amounts being advanced in the aggregate:

DATE	DESCRIPTION	AMOUNT
March 2024 to February 28, 2025	Loans and advances for purchase of equipment, supplies, and services	\$394,883.28
March 1, 2025 to August 13, 2025	Loans and advances for purchase of supplies and services	\$62,557.17

Attached hereto and marked as **Exhibit "F"** is a copy of the ledgers I maintained to record the values advanced to ECP.

17. These amounts were agreed to be demand loans advanced from time to time, without interest until demand and thereafter at the rate proscribed by the *Judgment Interest Act*.
18. Ultimately, the amounts advanced by myself personally were assigned to 122 Ltd.
19. On February 1, 2025, in consideration of 122 Ltd.'s forbearing on seeking to enforce its rights to recover on the unpaid amounts owing from the Business Purchase Agreement along with numerous other advances made contemporaneously and after, all recorded on the books of 122 Ltd., ECP granted 122 Ltd. an interest all of ECP's present and after acquired personal property and a specific mortgage and charge over all real property owned by ECP (the "GSA"). The GSA secures all the Indebtedness and other obligations due and owing by the ECP to the Plaintiff and is registered in the Personal Property Registry as registration numbers 25021914243, as to the personal property security so granted, and as 25071428132 as to the land charge. Attached hereto and marked as **Exhibit "G"** is a copy of the GSA. Attached hereto and marked as **Exhibit "H"** is a copy of the Personal Property Registry search evidencing its registrations and the current state of the Personal Property Registry as against ECP.
20. Pursuant to the GSA, 122 Ltd. retained an equitable mortgage over the Property, and this was also registered a charge against the Property by way of caveat. The caveat was registered on title on April 3, 2025 as registration number 252 089 143. Attached hereto and marked as **Exhibit "I"** is a copy of the caveat. Attached hereto and marked as **Exhibit "J"** is a true copy of the current state of title to the Lands.
21. On or about July 8, 2025, Brandie Marilynn Bouma ("**Brandie**"), through counsel, served 122 Ltd. with a Notice to Take Proceedings on Caveat in respect to the land security granted to 122 Ltd. Attached hereto and marked as **Exhibit "K"** is a copy of the Notice to Take Proceedings on Caveat. Brandie and Nicholas are presently engaged in acrimonious divorce proceedings, with the value of ECP being a live issue in those proceedings.
22. Brandie is the spouse of Nicholas and may have an equitable interest in ECP by virtue of the matrimonial relationship.

## **DEFAULT AND DEMAND**

23. As at August 13, 2025, ECP is liable and indebted to 122:

- a. Business Purchase Indebtedness - \$702,247.00, plus any further interest from and after May 1, 2025 a rate of 2.5% per annum calculated and compounded semi-annually, both before and after any default and judgment until paid;
- b. Additional Loan Indebtedness - \$457,440.45 plus interest in accordance with the Judgment Interest Act from and after August 13, 2025, being the date of demand;

(collectively referred to as the "Indebtedness").

24. The express terms of the GSA include, *inter alia*:

1. E.C.P. Holdings (2014) Ltd. of 5608 - 129 Avenue, Edmonton, Alberta for valuable consideration, including the amounts due by the Debtor to 1220201 Alberta Ltd. of #202, 14121 - 95A Street, Edmonton, Alberta as the lender of certain amounts to the Debtor, pursuant to a letter of intent and promissory note dated August 1, 2014, together with all additional amounts that may become due from the Debtor to the Secured Party, grants, assigns, transfers, sets over, mortgages and charges to the Secured Party as and by way of a fixed and specific mortgage and charge, and grants to the Secured Party, a security interest in the personal property (other than consumer goods) of the Debtor described in Schedule "A" including all the right, title, interest and benefit which the Debtor now has or may hereafter have in the personal property described in Schedule "A" (the "Collateral").

...

2. The fixed and specific mortgages and charges and the security interest granted under this Agreement secure payment and performance of all obligations of the Debtor to the Secured Party, including but not limited to all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Debtor to the Secured Party in any currency or remaining unpaid by the Debtor to the Secured Party in any currency, whether arising from dealings between the Secured Party and the Debtor or from other dealings or proceedings by which the Secured Party may be or become in any manner whatever a creditor of the Debtor and wherever incurred, and whether incurred by the Debtor alone or with another or others and whether as principal or surety, including all interest, commissions, legal and other costs, charges and expenses (the "Obligations").
3. The Debtor is the registered owner of an estate in fee simple possession, subject to registered encumbrances, liens and interests of the land municipally described as 5608 - 129 Avenue, Edmonton, Alberta and legally described in Schedule "B" (the "Lands"). For better securing to the Secured Party the repayment of the Obligations, including the principal sum plus interest of \$1,000,000.00, the Debtor does hereby charge the lands and mortgage to the Secured Party all its estate and interest in the Lands.

...

5. The Debtor hereby agrees that:

- A. the Debtor shall diligently maintain the Collateral so as to preserve and protect the Collateral and the earnings, incomes, rents, issues and profits thereof;
- B. the Debtor shall cause the Collateral to be insured and kept insured to the full insurable value thereof with reputable insurers against loss or damage by fire and such other risks as the Secured Party may reasonably require and shall maintain such insurance with loss if any payable to the Secured Party and shall lodge such policies with the Secured Party;
- C. the Debtor shall pay all rents, taxes, levies, assessments and government fees or dues lawfully levied, assessed or imposed in respect of the Collateral or any part thereof as and when the same shall become due and payable, and shall exhibit to the Secured Party, when required, the receipts and vouchers establishing such payment;
- D. the Debtor shall duly observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;
- E. the Debtor shall keep proper books of account in accordance with sound accounting practice, shall furnish to the Secured Party such financial information and statements and such information and statements relating to the Collateral as the Secured Party may from time to time require, and the Debtor shall permit the Secured Party or its authorized agents at any time at the expense of the Debtor to examine all books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom;
- F. the Debtor shall furnish to the Secured Party such information with respect to the Collateral and the insurance thereon as the Secured Party may from time to time require and shall give written notice to the Secured Party of all litigation before any court, administrative board or other tribunal affecting the Debtor or the Collateral;
- G. the Debtor shall defend the title to the Collateral against all persons and shall keep the Collateral free and clear of all security interests, mortgages, charges, liens and other encumbrances except for those disclosed to the Secured Party in writing prior to the execution of this Agreement or hereafter approved in writing by the Secured Party prior to their creation or assumption;
- H. the Debtor shall, upon request by the Secured Party, execute and deliver all such financing statements, certificates, further assignment and documents and do all such further acts and things as may be considered by the Secured Party to be necessary or desirable to give effect to the intent of this Agreement;

- I. the Debtor shall promptly notify the Secured Party in writing of any event which occurs that would have a material adverse effect upon the Collateral or upon the financial condition of the Debtor and immediately upon the Debtor's acquisition of rights in any vehicle, mobile home, trailer, boat, aircraft or aircraft engine, shall promptly provide the Secured Party with full particulars of such collateral; and
  - J. the Debtor will not sell, exchange, transfer, assign or lease or otherwise dispose of or change the use of the Collateral or any interest therein or modify, amend or terminate any chattel paper, document of title, instrument, security or intangible, without the prior written consent of the Secured Party, except that the Debtor may, until an event of default set out in paragraph 10 occurs, sell or lease the Collateral.
25. On August 18, 2025, as a result of the Notice to Take Proceedings on the Caveat, and after demanding repayment of ECP, 122 Ltd. commenced these proceedings by way of Statement of Claim. Subsequently, a Certificate of Lis Pendens was submitted for registered against the Property by 122 Ltd. Further concurrently with this demand, 122 Ltd. served and ECP received a Section 244 notice under the *Bankruptcy and Insolvency Act*. The 10 day period was waived and has since expired and nevertheless ECP has waived their rights thereunder Attached hereto and marked as **Exhibit "L"** is a copy of the letter and section 244 notice delivered to ECP with endorsed waiver of the 10-day period.
26. Pursuant to the GSA, 122 Ltd. is entitled to deem the whole of the Indebtedness due and owing and appoint a receiver upon an event of default:
10. The happening of any one or more of the following events shall constitute an event of default under this Agreement:
- A. if the Debtor does not pay when due any of the Obligations;
  - B. if the Debtor does not perform any provisions of this Agreement or of any other agreement to which the Debtor and the Secured Party are parties;
  - C. if the Debtor commits an act of Bankruptcy, becomes insolvent, makes an assignment or proposal under the Bankruptcy and Insolvency Act (Canada), takes advantage of any legislation for the benefit of insolvent Debtor, transfers all or substantially all of its assets, or proposes a compromise or arrangement to its creditors;
  - D. if any proceeding is taken with respect to a compromise or arrangement, or to have any of the Debtor declared Bankrupt, or if any proceeding is taken, whether in court or under the terms of any agreement or appointment in writing, to have a receiver appointed of any Collateral or if any encumbrance becomes enforceable against any Collateral;
  - E. if any execution, sequestration or extent or any other process of any court

becomes enforceable against the Debtor or if any distress or analogous process is levied upon any Collateral; or

- F. if the Secured Party in good faith believes, and has commercially reasonable grounds for believing, that the prospect of payment or performance of any Obligation is or is about to be impaired or that any Collateral is or is about to be in danger of being lost, damaged, confiscated or placed in jeopardy.

...

- 11. If an event of default occurs, the Secured Party may withhold any future advances and may declare that the Obligations shall immediately become due and payable in full, and the Secured Party may proceed to enforce payment of the Obligations and the Debtor and the Secured Party shall have, in addition to any other rights and remedies provided by law, the rights and remedies of a debtor and a secured party respectively under the PPSA and other applicable legislation and those provided by this Agreement. The Secured Party may take possession of the Collateral, enter upon any premises of the Debtor, otherwise enforce this Agreement and enforce any rights of the Debtor in respect of the Collateral by any manner permitted by law and may use the Collateral in the manner and to the extent that the Secured Party may consider appropriate and may hold, insure, repair, process, maintain, protect, preserve, prepare for disposition and dispose of the same and may require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at a reasonably convenient place designated by the Secured Party.

...

- 13. If an event of default occurs, the Secured Party may take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term shall include a receiver and manager) of the Collateral or may by appointment in writing appoint any person to be a receiver of the Collateral and may remove any receiver so appointed by the Secured Party and appoint another in his stead; and any such receiver appointed by instrument in writing shall, to the extent permitted by applicable law or to such lesser extent permitted, have all of the rights, benefits and powers of the Secured Party hereunder or under the PPSA or otherwise and without limitation have power (a) to take possession of the Collateral, (b) to carry on all or any part or parts of the business of the Debtor, (c) to borrow money required for the seizure, retaking, repossession, holding, insurance, repairing, processing, maintaining, protecting, preserving, preparing for disposition, disposition of the Collateral and for any other enforcement of this Agreement or for the carrying on of the business of the Debtor on the security of the Collateral in priority to the security interest created under this Agreement, and (d) to sell, lease or otherwise dispose of the whole or any part of the Collateral at public auction, by public tender or by private sale, lease or other disposition either for cash or upon credit, at such time and upon such terms and conditions as the receiver may determine provided that if any such disposition involves deferred payment the Secured Party will not be accountable for and the Debtor will not be entitled to be credited with the proceeds of any such disposition until the monies therefor are actually

received; and further provided that any such receiver shall be deemed the agent of the Debtor and the Secured Party shall not be in any way responsible for any misconduct or negligence of any such receiver.

27. ECP is in default under the GSA, having ceased making any payments to 122 Ltd. as required, the Promissory Note has not been fully repaid, and ECP has accrued further indebtedness to 122 Ltd. as a result of subsequent and additional advances made by myself, Rick Bouma, and assigned to 122 Ltd. pursuant to certain Assignments of Debts. The amounts owing to 122 Ltd. from ECP as at August 13, 2025 are:

DESCRIPTION	AMOUNT
Business Purchase Indebtedness (Promissory Note + Interest to May 1, 2025)	\$702,247.00
Advanced and loans between March 2024 and February 28, 2025	\$394,883.28
Advances and loans between March 1, 2025 and August 13, 2025	\$62,557.17
<b>TOTAL</b>	<b>\$1,159,687.45</b>

#### **CURRENT OPERATIONS OF ECP & NEED TO PRESERVE PROPERTY**

28. I am genuinely concerned about the preservation of ECP's property as Nicholas appears to have abandoned the day-to-day operations of ECP. As of swearing this Affidavit and to the best of my knowledge, it has been 5 days since Nicholas has even attended at the Property for the purpose of operating ECP, or at all. Instead, I, Rick Bouma, have attended at the Property daily to ensure ECP continues to serve its customers.
29. To the best of my knowledge, ECP is no longer able to pay its expenses as they come due and requires an immediate cash injection to fund overdue and coming payables necessary for the continued operations of ECP as a going concern. Specifically, as I understand it the following amounts need to be paid this week to sustain ongoing operations:

DESCRIPTION	AMOUNT
Workers' Compensation Board premiums	\$1,134.00
Unpaid Wages	\$5,000.00 <sup>1</sup>
Northern Alberta Processing Company	\$2,763.80
Telus	\$495.70
Direct Energy	\$881.16
Epcor	\$8,979.18
Rudolph Industries (Knife/tool sharpening)	\$432.22
Halford Extreme Inc. (Butcher supplies)	\$5,000.00
Hog Levy Fee	\$300.00

<sup>1</sup> This amount reflects a genuine estimate of the balance owing for the prior pay period.



30. Traditionally, these shortfalls would be made up by 122 Ltd. (or myself) advancing funds to ECP; however I am no longer willing to do so outside of under debtor in possession financing as it appears that there are issues of unremitted funds to Canada Revenue Agency that would form a priority charge over these advances.

### **PARTICULARS OF ECP'S FINANCIAL ISSUES**

31. 122 Ltd. has received an appraisal of the Property, which suggests that 122 Ltd. is severely under-secured as the value of the Property is significant less than the Indebtedness.
32. I was advised by employees on ECP that wages have not been paid and, as the presumed managerial authority on site in Nicholas' absence, have been advised
33. I verily believe that ECP is delinquent on its remittances to CRA and is in arrears as to source deductions in amounts in excess of \$150,000.00 as at the current date.
34. Further, I understand it that ECP is continuing to not make payments for these source deductions and that certain employees and contractors of ECP are not being paid, in full and on time. Jeopardizing the ongoing operations of ECP and therefore my security.
35. I verily believe that the value of ECP as a going concern is likely to be higher than the value of its assets, and that the continuation of ECP's business is imperative to safeguarding the value of ECP for its creditors. This can only occur if funds are immediately made available to ECP, which, as discussed above, I am not in a position to do absent a court supervised receivership process.
36. 122 Ltd., as the senior secured creditor of ECP (as to the GSA) and second secured as to land behind a minor mortgage which I understand has been paid out. It has been approached for the purpose of making further advances to fund critical supplier payments that will become due immediately or are already overdue.
37. I verily believe that an interim receiver is necessary to ensure the above referenced critical expenses and employee wages, are paid, and the property of ECP be preserved for the benefit of its creditors and stakeholders, including 122 Ltd.
38. 122 Ltd. cannot and will not fund critical expenses nor continue to the business without the benefit of the security afforded by Debtor in Possession Financing.
39. Ultimately, 122 Ltd. intends to seek an order for a Receiver – Manager over ECP and a sales process to monetize the business. However, I just learned of the imminent cashflow issues of the business and am concerned it will not be able to continue operations until the hearing of such an application, to be scheduled.
40. I verily believe that it would be just and convenient to have an interim receiver appointed to ensure ECP complies with its obligations and to prevent other creditors from taking steps to interfere with ECP's operations through enforcement proceedings or registration of interests against ECP's exigible property.
41. I further believe that the value of 122 Ltd.'s security is or may be compromised and that the appointment of a Receiver is necessary to maximize the value of the businesses of the Borrowers.

**INTERIM RECEIVER**

42. G. Chan & Associates Inc. has consented to act as the interim Receiver-Manager of ECP, should the Court appoint them in such capacity. Attached hereto and marked as **Exhibit "M"** is a copy of the signed Consent to Act from G. Chan & Associates Ltd.
43. I make this Affidavit in support of 122 Ltd.'s application to appoint an interim receiver of ECP, to preserve the going concern value of the business of ECP pending the application to appoint a receiver of the business, and for no other or improper purpose.

SWORN BEFORE ME at Edmonton, )  
Alberta, this 26<sup>th</sup> day of August, 2025. )

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

  
\_\_\_\_\_  
**RICK BOUMA**

# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2025/08/06  
Time of Search: 09:32 AM  
Search provided by: DUNCAN CRAIG LLP - EDMONTON  
Service Request Number: 45177858  
Customer Reference Number: 445-218156

Corporate Access Number: 2012202012  
Business Number: 809727274  
Legal Entity Name: 1220201 ALBERTA LTD.  
Legal Entity Status: Active  
Alberta Corporation Type: Numbered Alberta Corporation  
Registration Date: 2006/02/01 YYYY/MM/DD

**Registered Office:**

Street: 2800, 10060 JASPER AVENUE  
City: EDMONTON  
Province: ALBERTA  
Postal Code: T5J3V9

**Records Address:**

Street: 2800, 10060 JASPER AVENUE  
City: EDMONTON  
Province: ALBERTA  
Postal Code: T5J3V9

Email Address: ANNUALRETURNS@DCLLP.COM

**Primary Agent for Service:**

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
FIXSEN	JEFFREY	R.	DUNCAN CRAIG LLP	2800 - 10060 JASPER AVE	EDMONTON	ALBERTA	T5J3V9	JFIXSEN@DCLLP.COM

**Directors:**

Last Name: BOUMA

This is Exhibit A referred to in the Affidavit (or Statutory Declaration) of Richard Bouma sworn (or affirmed or declared) before me this 26 day of August, 2025

A Commissioner for Oaths  
in and for Alberta

JUSTIN A. WILLIAMS  
Barrister & Solicitor

**First Name:** RICK  
**Street/Box Number:** 14132 - 95A STREET  
**City:** EDMONTON  
**Province:** ALBERTA  
**Postal Code:** T5E5Z4

**Last Name:** BOUMA  
**First Name:** SYLVIA  
**Street/Box Number:** 14132 - 95A STREET  
**City:** EDMONTON  
**Province:** ALBERTA  
**Postal Code:** T5E5Z4

#### **Voting Shareholders:**

**Last Name:** BOUMA  
**First Name:** RICK  
**Street:** 14132 - 95A STREET  
**City:** EDMONTON  
**Province:** ALBERTA  
**Postal Code:** T5E5Z4  
**Percent Of Voting Shares:** 50

**Last Name:** SYLVIA  
**First Name:** BOUMA  
**Street:** 14132 - 95A STREET  
**City:** EDMONTON  
**Province:** ALBERTA  
**Postal Code:** T5E5Z4  
**Percent Of Voting Shares:** 50

#### **Details From Current Articles:**

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE ATTACHED  
**Share Transfers Restrictions:** SEE ATTACHED  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 7  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE ATTACHED

**Other Information:****Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2025	2025/05/22

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2006/02/01	Incorporate Alberta Corporation
2020/02/19	Update BN
2023/10/31	Change Director / Shareholder
2025/05/22	Enter Annual Returns for Alberta and Extra-Provincial Corp.

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2006/02/01
<a href="#">Share Structure</a>	ELECTRONIC	2006/02/01
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2006/02/01

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.





LAND TITLE CERTIFICATE

B

LINC

0017 196 437

SHORT LEGAL

4983AM;31;1-3

TITLE NUMBER

142 357 784

LEGAL DESCRIPTION

PLAN 4983AM

BLOCK 31

LOTS 1 TO 3 INCLUSIVE

ESTATE: FEE SIMPLE

ATS REFERENCE: 4;24;53;23;E

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 062 453 020

This is Exhibit B referred to in the  
Affidavit (or Statutory Declaration) of  
Richard Bouma  
sworn (or affirmed or declared) before me  
this 26 day of August, 2025

A Commissioner for Oaths  
in and for Alberta

JUSTIN A. WILLIAMS

Barrister & Solicitor

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
142 357 784	23/10/2014	TRANSFER OF LAND	\$875,000	\$875,000

OWNERS

E.C.P. HOLDINGS (2014) LTD.  
OF 5608 - 129 AVENUE  
EDMONTON  
ALBERTA T5A 0A5

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
142 357 785	23/10/2014	MORTGAGE MORTGAGEE - THE BANK OF NOVA SCOTIA. 8108 - 118 AVE NW EDMONTON ALBERTA T5W4W1 ORIGINAL PRINCIPAL AMOUNT: \$165,000
252 089 143	03/04/2025	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1220201 ALBERTA LTD.

( CONTINUED )



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ENCUMBRANCES, LIENS & INTERESTS

PAGE 2  
# 142 357 784

REGISTRATION  
NUMBER      DATE (D/M/Y)      PARTICULARS  
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14132 95A STREET  
EDMONTON  
ALBERTA T5E5Z4

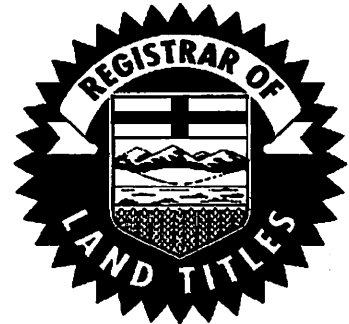
252 200 282      08/08/2025      CERTIFICATE OF LIS PENDENS  
BY - BRANDIE MARILYNN BOUMA  
FAMILY PROPERTY ACT

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 18 DAY OF AUGUST,  
2025 AT 08:27 A.M.

ORDER NUMBER:    54591371

CUSTOMER FILE NUMBER:    24245



\*END OF CERTIFICATE\*

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

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

THIS AGREEMENT made as of the 1<sup>st</sup> day of August, 2014.

BETWEEN:

**1220201 ALBERTA LTD.**, a corporation under the laws of the Province of Alberta, having an office at Edmonton, Alberta  
(herein, the "**Vendor**")

OF THE FIRST PART

AND:

**E.C.P. HOLDINGS (2014) LTD.**, a corporation under the laws of the Province of Alberta, having an office at Edmonton, Alberta  
(the "**Purchaser**")

OF THE SECOND PART

WHEREAS:

- A. The Vendor legally and beneficially owns 100 Class "A" shares in the capital stock of Edmonton Custom Packers Ltd. (the "**Subject Shares**") as well as certain lands, buildings and other fixed improvements municipally described as 5608 129 Avenue, Edmonton (the "**Subject Real Estate**", collectively the "**Subject Property**"); and
- B. The Vendor has agreed to sell, transfer and assign to the Purchaser all of the Vendor's right, title and interest in and to the Subject Property and the Purchaser has agreed to purchase the said right, title and interest as at the "Effective Date" (as the same is hereinafter defined) for a total purchase price equal to the aggregate fair market value of the Subject Property at the Effective Date and upon and subject to the terms and conditions hereinafter set forth; and
- C. The Vendor and the Purchaser have agreed with respect to the Subject Property that they shall jointly elect (in prescribed form and within the prescribed time) pursuant to the provisions of subsection 85(1) of the *Income Tax Act* of Canada (the "**Act**") that the Subject Property shall be transferred at the Effective Date so that for income tax purposes, the Vendor's "proceeds of disposition" and the Purchaser's "cost amount", as those terms are defined in the Act, shall be an amount which shall ensure the tax-deferred transfer of the Subject Property.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the covenants and agreements herein contained, the Vendor and the Purchaser covenant and agree with each other as follows:

- 1. The Vendor represents and warrants to the Purchaser as follows, with the intent that the Purchaser shall rely thereon in entering into this Agreement and in concluding the purchase and sale contemplated herein:

Step 6.1  
1435337.1

This is Exhibit C referred to in the  
Affidavit (or Statutory Declaration) of  
Rich Bauma  
sworn (or affirmed or declared) before me  
this 26 day of August, 2015  
A Commissioner for Oaths  
in and for Alberta

1

**JUSTIN A. WILLIAMS**  
Barrister & Solicitor



- a. That the Vendor is the beneficial owner of the Subject Property, and has a good and marketable title thereto, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, options, restrictions or other claims whatsoever, except for the Debt (as hereinafter defined) or as otherwise disclosed in writing to the Purchaser (the "Permitted Encumbrances");
- b. That the execution and delivery of this Agreement and the completion of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of the Vendor; and
- c. That the execution and delivery of this Agreement and the completion of the transactions contemplated hereby constitutes a legal, valid and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms except as may be limited by laws of general application affecting the rights of creditors.

2. The Purchaser represents and warrants to the Vendor, with the intent that the Vendor shall rely thereon in entering into this Agreement and in concluding the purchase and sale contemplated herein:

- a. That the execution and delivery of this Agreement and the completion of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of the Purchaser;
- b. That this Agreement constitutes a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms except as may be limited by laws of general application affecting the rights of creditors; and
- c. The Purchaser is a registrant for purposes of Part IX of the *Excise Tax Act* (account number 80479 5979 RT0001) and therefore, the Vendor is not required to collect goods and services tax ("GST") in respect to the supply of the Subject Real Estate to the Purchaser.

3. On the basis of the warranties and representations set forth in paragraphs 1 and 2 hereof and subject to the terms and conditions hereof, the Vendor hereby sells to the Purchaser and the Purchaser hereby purchases from the Vendor, all of the Vendor's right, title and interest in and to the Subject Property with effect from and including the 1<sup>st</sup> day of August, 2014 (the "Effective Date"). The Purchaser is entitled to all income and other rights of ownership of the Subject Property from and including the Effective Date.

4. The purchase price (the "Purchase Price") for the Subject Property shall be the aggregate fair market value thereof as at the Effective Date which the parties estimate and agree to be the sum of \$1,165,000.00. The fair market value of each item of the Subject Property is estimated and agreed to be those amounts set forth in Appendix "A" under the column thereon entitled "Estimated Fair Market Value" (the "Agreed Value").

5. The aggregate amount of the Purchase Price shall be payable by the allotment and issuance to the Vendor, as fully paid and non-assessable, of 1,165,000 Class "E" preferred shares in the capital of the Purchaser (the "Exchange Shares"), which shares shall have a

stated capital of \$36,327.00 in the aggregate and shall be each redeemable at an amount equal to the fair market value thereof which the parties agree to be the sum of \$1.00 (which amount is hereinafter referred to as the "**Redemption Value**"), and which shares shall have attached thereto only those rights, privileges, restrictions and conditions set forth in the Articles of the Purchaser as they read on the Effective Date at the offices of the Registrar of Corporations for Alberta.

6. The Vendor and the Purchaser covenant and agree to complete and file with Canada Revenue Agency, at the appropriate Tax Services Office, an election pursuant to subsection 85(1) of the Act, in the prescribed form and within the time limits set out therein, with respect to the Subject Property, and that the tax transfer value (the "**Election Amount**") of each item of the Subject Property shall be the amount determined in consultation with the accounting advisors to the parties as the adjusted cost base of the Subject Property which is (subject to adjustment as provided herein) the amount set forth in Schedule "A" attached hereto, under the column "**Agreed Amount**".

7. In the event that it is subsequently determined that the information contained in the election form is in error or does not accurately reflect the intention of the parties that the transfer of the Subject Property take place on a tax-deferred basis at the maximum permissible value, the parties agree that as soon as knowledge of such error or inaccuracy comes to either of the parties, such party shall forthwith notify the other and the parties shall complete, execute and file an amended election form with Canada Revenue Agency, such amended form to reflect the correct information and intention of the parties.

8. It is the intention of the Vendor and the Purchaser that the Purchase Price shall represent the aggregate fair market value, as at the Effective Date, of the Subject Property and it is hereby expressly agreed that if the Minister of National Revenue, the Minister of Finance of Alberta, their authorized representatives or any similar authority assesses or reassesses either the Vendor or the Purchaser to any liability for income tax or proposes such an assessment or reassessment on the basis of a determination or assumption that the Agreed Value does not represent the true aggregate fair market value of the Subject Property as at the Effective Date, or if the Vendor and Purchaser are of such opinion, then the Purchase Price shall be deemed to be, with effect from, and retroactive to, the Effective Date, an amount determined as follows:

- a. subject to subparagraph 8.c below, if the authority making or proposing such an assessment or reassessment also makes a determination of the fair market value of the Subject Property and in the opinion of the parties hereto such determination is accurate, the deemed Purchase Price shall be the amount so determined; or
- b. subject to subparagraph 8.c below, where the parties do not agree that such authority's determination is accurate, the deemed Purchase Price shall be the fair market value of the Subject Property as determined by a qualified person who the parties shall appoint to make that determination forthwith following the making or proposing of such assessment or reassessment; or
- c. where any such assessment or reassessment is the subject of an appeal to a Court of competent jurisdiction, and all appeal rights respecting the determination of that Court have been exhausted or all times for appeal have expired without

appeals having been taken therefrom, the deemed Purchase Price shall be the fair market value of the Subject Property as determined by that Court; and

- d. In any other case, the parties may agree on the fair market value of the Subject Property and the deemed Purchase Price shall be the amount so agreed.

9. If the deemed Purchase Price determined pursuant to paragraph 8 hereof is less than the Agreed Value, the following adjustments shall be made forthwith following such determination to account for that deficiency:

- a. if at the date of adjustment the Exchange Shares or any part of them are issued and outstanding and still held by the Vendor, then either:
  - i. the Vendor shall deliver to the Purchaser for cancellation for no consideration, a sufficient number of the Exchange Shares such that the total redemption value attached to that number of Exchange Shares so cancelled equals such deficiency; or
  - ii. the Purchaser shall take such corporate steps as are necessary to adjust downward the Redemption Value such that the adjustment to the aggregate Redemption Value of the outstanding Exchange Shares accounts for the deficiency; and
- b. if the aggregate reduction made pursuant to subparagraph (a) above is less than the total deficiency, the Vendor shall issue to the Purchaser a non-interest bearing demand promissory note in an amount equal to the balance of the deficiency.

10. If the deemed Purchase Price determined pursuant to paragraph 8 hereof is greater than the Agreed Value, the following adjustments shall be made forthwith following such determination to account for that excess:

- a. the Purchaser shall allot and issue to the Vendor, as fully paid and non-assessable, a sufficient number of shares in the capital stock of the Purchaser (with the same rights, privileges, restrictions and conditions as the Exchange Shares and each such share redeemable at the Redemption Value) such that the aggregate redemption value attached to that number of shares so allotted and issued equals such excess; or
- b. the Purchaser shall take such corporate steps as are necessary to adjust upward the Redemption Value such that the adjusted accounts such that the aggregate redemption value attached to that number of shares so allotted and issued equals such excess.

11. It is the intention of the Vendor and the Purchaser that the Election Amount shall, in each case, represent the maximum amount which may be elected pursuant to the Act while still ensuring that the purchase and sale hereby contemplated shall take place on a tax-deferred basis and it is hereby expressly agreed that if the Minister of National Revenue, the Minister of Finance of Alberta, their authorized representatives or any similar authority assesses or reassesses either the Vendor or the Purchaser to any liability for income tax or proposes such

an assessment or reassessment on the basis of a determination or assumption that the amount elected by the parties hereto in relation to the Subject Property for the purposes of Subsection 85(1) of the Act does not allow the tax-deferred transfer of the Subject Property on that basis, or if the Vendor and the Purchaser are of such opinion, then the Election Amount in such case shall be deemed to be an amount determined as follows (hereinafter referred to as the "Redetermined Election Amount"):

- a. subject to subparagraph 11.c below, if the authority making or proposing to make such an assessment or reassessment also makes a determination of the maximum amount which may be elected by the parties hereto for such asset while still ensuring that the transfer thereof occurs on a tax-deferred basis and in the opinion of the parties hereto such determination is accurate, the deemed Election Amount shall be the amount so determined; or
- b. subject to subparagraph 11.c below, where the parties hereto do not agree that the authority's determination is accurate, the deemed Election Amount shall be the maximum amount which may be elected by the parties hereto for such asset while still ensuring that the transfer thereof occurs on a tax-deferred basis as determined by a qualified person whom the parties may appoint to make that determination forthwith following the making or proposing of such an assessment or reassessment; or
- c. where any such assessment or reassessment is the subject of an appeal to a Court of competent jurisdiction, and all appeal rights respecting the determination of that Court have been exhausted or all times for appeal have expired without appeals having been taken therefrom, the deemed Election Amount shall be the maximum amount which may be elected by the parties hereto for such asset while still ensuring that the transfer thereof occurs on a tax-deferred basis, as determined by that Court; and
- d. in any other case, the parties may agree on such amount as they believe to be the maximum amount which may be elected by them for such asset while still ensuring that the transfer thereof occurs on a tax deferred basis, in which case the deemed Election Amount shall be the amount so agreed;

and the parties shall cause to be taken all necessary corporate steps to adjust the consideration paid hereunder as may be reasonably necessary to maintain and maximize the tax-deferral in respect to the transfer hereunder.

12. On the Effective Date or reasonably soon thereafter, the Vendor shall deliver to the Purchaser a transfer endorsement of the Subject Shares and a registrable Transfer of Land in respect to the Subject Real Estate, which the Purchaser shall attend to registering at its expense, and during any period after the Effective Date hereof where such transfers have not been delivered, the Vendor hereby acknowledges that it shall hold the Subject Property in trust for the Purchaser and shall complete the said transfers forthwith upon demand.

13. On the Effective Date or reasonably soon thereafter, the Purchaser shall issue the Exchange Shares to the Vendor, as fully paid and non-assessable and cause share certificates for the Exchange Shares to be issued in the name of the Vendor. The Purchaser will self-assess

GST in respect to the supply of the Subject Property by the Vendor to the Purchaser in compliance with subsection 228(4) of the *Excise Tax Act*.

14. The Vendor and the Purchaser shall execute and deliver all such further documents and instruments and do all such acts and things as may be necessary to carry out the full intent and meaning of this Agreement and to ensure that the Subject Property are transferred to the Purchaser free and clear from all encumbrances other than the Permitted Encumbrances, that the Exchange Shares are allotted and issued to the Vendor as fully paid and non-assessable and that the adjustments which may be required pursuant to this Agreement are effectually made.

15. Notwithstanding the actual date of execution of these presents, this Agreement shall be of full force and effect and be binding upon the parties hereto as and from the Effective Date.

16. The recitals are expressly incorporated into this Agreement and form an integral part hereof.

17. The representations and warranties contained in paragraphs 1 and 2 hereof shall survive the completion of the purchase and sale of the Subject Property as contemplated herein and notwithstanding such completion shall remain in full force and effect for the benefit of the Purchaser; PROVIDED HOWEVER, that no claim with respect to the said representations and warranties shall be made by the Purchaser after the date which is two (2) years from the date and year first above written.

18. Time shall in all respects be of the essence hereof.

19. Any notice required or permitted to be given pursuant to this Agreement may be given by registered mail or personal delivery to the party entitled to receive such notice at the address for such party herein set out or at such other address as that party may designate by notice under this Agreement.

20. This Agreement shall enure to the benefit of and be binding upon the parties hereto and, as the case may be, their respective administrators, executors, heirs, successors and assigns.


**(The balance of this page left intentionally blank. Signature page follows.)**

**IN WITNESS WHEREOF** the Vendor and Purchaser have executed this Agreement as of the day and year first above written.

1220201 ALBERTA LTD.

Per: 

E.C.P. HOLDINGS (2014) LTD.

Per: 

This is Exhibit D referred to in the Affidavit (or Statutory Declaration) of Richard Baumg sworn (or affirmed or declared) before me this 26 day of August, 2015

### PROMISSORY NOTE

A Commissioner for Oaths  
in and for Alberta

FOR VALUE RECEIVED, E.C.P. Holdings (2014) Ltd. ("the **Promissor**") promises to pay to 1220201 Alberta Ltd., of Edmonton, Alberta ("the **Promissee**") the sum of \$1,000,000.00 (the "Principal Sum") at the times hereinafter set forth. This Promissory Note is granted pursuant to the terms of a Letter of Intent entered into between the Promissee and and Primossor effective the same date as this Promissory Note (the "**Letter of Intent**") to evidence and secure payment of the Purchase Price thereunder. Capitalized terms herein not otherwise defined shall have the same meaning as ascribed in the Letter of Intent.

The Promissor hereby acknowledges and agrees to the following terms:

- (a) Any unpaid balance owing from time to time under this Promissory Note shall bear interest at a rate of 2.5% per annum compounded semi-annually and payable monthly, both before and after default and judgment, with interest to be charged at the same rate on any unpaid interest upon same accruing due;
- (b) Interest payments shall become due and payable from August 1, 2014 until the Scotiabank financing of \$165,000.00 has been paid in full, thereafter, blended principal and interest payments of \$8,333.33, will be paid on the 1<sup>st</sup> day of each and every month until the balance is paid in full;
- (c) Payments will be applied first, to any accrued but unpaid interest and second, to unpaid principal;
- (d) Provided the undersigned is not in default hereunder the undersigned shall have the privilege of making payments or paying the whole of the outstanding principal and accrued interest thereon without notice or bonus or penalty;
- (e) Until such time as the Promissory Note has been paid in full, in addition to any restriction on transfer contained in the Articles or a Unanimous Shareholder Agreement, the Promissor covenants not to sell any of the Aggregate E.C.P. Holdings (2014) Ltd. ("**E.C.P.**") Shares without the approval of the Promissee;
- (f) Unless waived by the Promissee, should the Promissor (after receiving any required approvals) sell any of the Aggregate E.C.P. Shares to a third party, all proceeds received by the Promissor shall be applied first in repayment of the Promissory Note until it is paid in full; and
- (g) The Promissor hereby waives presentment for payment, notice of non-payment, protest, notice of protest, notice of dishonour and diligence in collection or bringing suit.

JUSTIN A. WILLIAMS  
Barrister & Solicitor



The provisions of this Note are binding upon the parties hereto and their respective successors and assigns.

This Note shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein, and the Debtor hereby attorns to the jurisdiction of the courts of such province.

Signed, sealed and delivered at the City of Edmonton, in the Province of Alberta, effective this 1<sup>st</sup> day of August, 2014.

E.C.P. HOLDINGS (2014) LTD.

PER: *N. Boomer*

PER: *Scott Boomer*



# Review Legal Entity History

## E.C.P. HOLDINGS (2014) LTD.

This is Exhibit <sup>E</sup> referred to in the Affidavit (or Statutory Declaration) of Richard Baumg sworn (or affirmed or declared) before me this 20 day of August, 2025

Not For Resale

Service Request Number: 28910077  
Legal Entity Type: Alberta Business Corporation  
Alberta Corporation Type: Named Alberta Corporation  
Corporate Access Number: 2018327029  
Legal Entity Name: E.C.P. HOLDINGS (2014) LTD.  
Business Number:  
Legal Entity Status: Active  
Nuans Number: 112663438  
Nuans Date: 2014/06/27

### REGISTERED ADDRESS

Street/Box Number: 2800, 10060 JASPER AVENUE  
City: EDMONTON  
Province: ALBERTA  
Postal Code: T5J3V9

### RECORDS ADDRESS

Street/Box Number: 2800, 10060 JASPER AVENUE  
City: EDMONTON  
Province: ALBERTA  
Postal Code: T5J3V9

### The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE "A"  
Share Transfers Restrictions: SEE ATTACHED SCHEDULE "B"  
Min Number Of Directors: 1  
Max Number Of Directors: 7  
Business Restricted To: NONE  
Business Restricted From: NONE  
Other Provisions: SEE ATTACHED SCHEDULE "C"  
Registration Date: 2014/07/02

A Commissioner for Oaths  
in and for Alberta

JUSTIN A. WILLIAMS

Barrister & Solicitor

## Continuances

No Records returned

## Director / Shareholder / Liquidator

Last Name	First Name	Middle Name
1220201 ALBERTA LTD.		
1832066 ALBERTA LTD.		
1832078 ALBERTA LTD.		
BOUMA	NICHOLAS	
BOUMA	JERRIT	

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## Agent for Service

No Records returned

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## Attachment

Attachment Type	Microfilm Bar Code	Date Recorded	Reel	Reel Sequence
Share Structure	ELECTRONIC	2014/07/02		
Restrictions on Share Transfers	ELECTRONIC	2014/07/02		
Other Rules or Provisions	ELECTRONIC	2014/07/02		

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## Annual Return

File Year	Date Filed
2015	2015/09/29
2016	2016/12/13
2017	2018/04/04

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## Court Registrar Orders

No Records returned

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## Successor of Amalgamation

No Records returned

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## Amalgamating Corporations Registered in Alberta

No Records returned

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## Amalgamating Corporation - Not Registered in Alberta

No Records returned

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## **Successor of Merger**

No Records returned

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## **Merging Corporations**

No Records returned Not For Resale

# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2025/08/05  
Time of Search: 04:24 PM  
Search provided by: DUNCAN CRAIG LLP - EDMONTON  
Service Request Number: 45175715  
Customer Reference Number: 445-218156

**Corporate Access Number:** 2018327029  
**Business Number:** 804795979  
**Legal Entity Name:** E.C.P. HOLDINGS (2014) LTD.

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2014/07/02 YYYY/MM/DD

**Registered Office:**

**Street:** 2800, 10060 JASPER AVENUE  
**City:** EDMONTON  
**Province:** ALBERTA  
**Postal Code:** T5J3V9

**Records Address:**

**Street:** 2800, 10060 JASPER AVENUE  
**City:** EDMONTON  
**Province:** ALBERTA  
**Postal Code:** T5J3V9

**Email Address:** ANNUALRETURNS@DCLLP.COM

**Primary Agent for Service:**

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
FIXSEN	JEFFREY	R.	DUNCAN CRAIG LLP	2800 - 10060 JASPER AVE	EDMONTON	ALBERTA	T5J3V9	JFIXSEN@DCLLP.COM

**Directors:**

**Last Name:** BOUMA

**First Name:** NICHOLAS  
**Street/Box Number:** 5608 - 129 AVE NW  
**City:** EDMONTON  
**Province:** ALBERTA  
**Postal Code:** T5A0A5

**Voting Shareholders:**

**Legal Entity Name:** 1832066 ALBERTA LTD.  
**Corporate Access Number:** 2018320669  
**Street:** 5608 - 129 AVE NW  
**City:** EDMONTON  
**Province:** ALBERTA  
**Postal Code:** T5A0A5  
**Percent Of Voting Shares:** 100

**Details From Current Articles:**

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE ATTACHED SCHEDULE "A"  
**Share Transfers Restrictions:** SEE ATTACHED SCHEDULE "B"  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 7  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE ATTACHED SCHEDULE "C"

**Holding Shares In:**

<b>Legal Entity Name</b>
EDMONTON CUSTOM PACKERS LTD

**Other Information:****Last Annual Return Filed:**

<b>File Year</b>	<b>Date Filed (YYYY/MM/DD)</b>
2024	2024/10/01

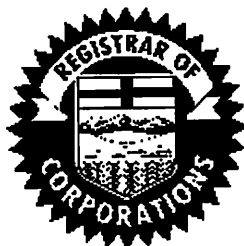
**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2014/07/02	Incorporate Alberta Corporation
2020/02/22	Update BN
2020/02/28	Capture Microfilm/Electronic Attachments
2020/02/28	Capture Microfilm/Electronic Attachments
2020/03/13	Change Director / Shareholder
2024/10/01	Enter Annual Returns for Alberta and Extra-Provincial Corp.

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<u>Share Structure</u>	ELECTRONIC	2014/07/02
<u>Restrictions on Share Transfers</u>	ELECTRONIC	2014/07/02
<u>Other Rules or Provisions</u>	ELECTRONIC	2014/07/02
Amended Annual Return	10000907134516881	2020/02/28

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



2023

Paid by Rick Bourne. March 1st to Feb. 28 - 2024

For E.C.P. Holding. (2014) Ltd.

Owed - cheque - → \$ 80,000.00 For Truck.

April - 17 - 30,000.00 LOAN

July. 15 - cash - 50,000.00 LOAN

To pay for cheque 100<sup>#</sup> 3895 - 18,536.00

No<sup>#</sup> 3906 - 12,664.00

BRAYFORD Livestock

18,812.00

Sept. 10 - Costco. 2039.50

Nov - 25 - Schmidt Livestock. 8,536.32

Dec. 13 - For Vold Jones. 8,500.00

Dec. 27 - Hardy Sales. 5,950.00

2024 Feb. 26 - EPSON Chem. - 730.00

Feb. 13 - Harley med - 3878.55

Feb. 12 - Telus - 69.22

Feb. 13 West Coast - 3688.52

Feb. 13 Hudson Energy - 3798.59

Feb. 13 Direct Energy - 472.86

Feb. 13 Epson 3457.72

Feb. 8 - Duncan & Gering. 1381.18

202,500.00

JUSTIN A. WILLIAMS  
Barrister & Solicitor

A Commissioner for Oaths  
in and for Alberta

This is Exhibit referred to in the  
Affidavit (or Statutory Declaration) of  
Richard Bourne  
sworn (or affirmed or declared) before me  
this 26 day of August, 2023

Paid By Rick Bouma

For E.C.P. Holdings (2014 Ltd)

March - 2014.

Wiberg - 3,676.20

Stuffer's - 4,728.80

W.C.B. - 1044.17

EPCOR - 6,745.33

Telus - 68.25

Direct Energy - 688.73

Noctec - 15,849.64

N.A.P.C. - 2,632.35

Telus - 68.25

Direct Energy - 484.94

EPCOR - 3,233.01

W.C.B. - 1044.17

Comcast - 1,575.00

Canada Comand - 2020.47

N.A.P.C. - 1,865.85

City of Edmonton - 14,573.27

ALLTEL Refrigeration - 21,605.37

LL Line - 3,541.45

HA/Hen's - 6,691.96

EPCOR - 3,569.05

Direct Energy - 250.35

Aug - 2014 Telus - 68.25

~~2,722.00~~ \$96,016.00



Paid by Rick Rounn  
For E.C.P. Holdings 2014 Ltd

CARRY Forward - 96,026.00

Sept 2014 B.D.O. Dunroedy - 12,729.26

Gas Federation Co. - 2,119.06.

EPCOR - 3,462.96

Telus - 68.21

Direct Energy - 485.86

114,891.39.

Oct. 29 - BDO - 2,150.96.

Oct 31 - Gas - 1,144.17

Oct 31 - Stuffs - 4,337.54.

Nov. 2 - City of Edmonton - 1,284.75

Jan. 2 - Bus Lic - 234.00

Jan 2 - West Coast Relation - 3,263.40

Costco meat - 994.76

Jan 2 - W.C.B - 1076.21

Jan - 17 Telus - 547.50

Jan - 20 - Wibeig - 1,377.85

EPCOR 8,069.58

EPCOR 3,017.83

Direct Energy 880.41

Telus 137.47

143,309.83

CARRY FORWARD.

143,309.83

JAN - 2021

CANADIAN LITEN - 346.33

ALLIED REFRIGERATION - 740.25

ALLIED REFRIGERATION - 1,125.06

DIRECT ENERGY - 2,124.37

Telus - 70.60

Trans 2292. Trans Bank - 101530 cash.

9625874. U LINE Boxes - 1,383.38

MAR. 2021 - Kelly Davis - Cash - 9,800.00 cash.

Charges 700<sup>th</sup> 4115. Feb. 2021

pd cash - Leedal Framing - 31,500.00

191,115.12.

FEB 10 2021 - City of Edmonton

569.75

FEB 2021 - Montee - Divisions 76669 - 698.41

\$ 192,383.28

Owe.

Rick Bounn Personally

March - 1st to Aug 1st 3025

Owed to Rick Bouma.

March - 20 - Epcor - 2713.22  
 March - B.O.D. - 1516.73  
 April - Cosco - 475.14  
 May - Miller Refrigeration - 1389.08

City of Edmonton - 447.75

Helix Spire - 1561.15

Telus - 68.25

Direct Energy - 970.95

Epcor - 2792.64

Epcor - 871.73

Cosco - 924.03

Highroads - 10,711.22

June -

Epcor - 3351.05

Direct Energy - 519.02

Telus - 68.25

Epcor - 831.00

City of Edm - 788.75

Trax Edm - 17,345.09

Epcor - 3,309.59

Epcor - 1,046.01

B.O.D. - 9,437.40

Danvers Cmg - 1,419.08

\$ 62,557.17

## GENERAL SECURITY AGREEMENT

THIS GENERAL SECURITY AGREEMENT (the "Agreement") made as of February 1, 2025 (the "Effective Date").

FROM:

**E.C.P. HOLDINGS (2014) LTD.**  
("Debtor")

TO:

**1220201 ALBERTA LTD.**  
("Secured Party")

This is Exhibit 6 referred to in the  
Affidavit (or Statutory Declaration) of  
Richard Baumg  
sworn (or affirmed or declared) before me  
this 26 day of August, 2025

A Commissioner for Oaths  
in and for Alberta

1. **E.C.P. Holdings (2014) Ltd.** of 5608 – 129 Avenue, Edmonton, Alberta for valuable consideration, including the amounts due by the Debtor to **1220201 Alberta Ltd.** of #202, 14121 – 95A Street, Edmonton, Alberta as the lender of certain amounts to the Debtor, pursuant to a letter of intent and promissory note dated August 1, 2014, together with all additional amounts that may become due from the Debtor to the Secured Party, grants, assigns, transfers, sets over, mortgages and charges to the Secured Party as and by way of a fixed and specific mortgage and charge, and grants to the Secured Party, a security interest in the personal property (other than consumer goods) of the Debtor described in Schedule "A" including all the right, title, interest and benefit which the Debtor now has or may hereafter have in the personal property described in Schedule "A" (the "**Collateral**").

In this Agreement, the words "goods", "consumer goods", "account", "account Debtor", "inventory", "crops", "equipment", "fixtures", "chattel paper", "document of title", "instrument", "money", "security", or "securities", "intangible", "receiver", "proceeds" and "accessions" shall have the same meanings as their defined meanings where such words are defined in the *Personal Property Security Act* of Alberta, such Act, including any amendments thereto, being referred to in this Agreement as the "PPSA". In this Agreement, "Collateral" shall refer to "Collateral or any item thereof".

2. The fixed and specific mortgages and charges and the security interest granted under this Agreement secure payment and performance of all obligations of the Debtor to the Secured Party, including but not limited to all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Debtor to the Secured Party in any currency or remaining unpaid by the Debtor to the Secured Party in any currency, whether arising from dealings between the Secured Party and the Debtor or from other dealings or proceedings by which the Secured Party may be or become in any manner whatever a creditor of the Debtor and wherever incurred, and whether incurred by the Debtor alone or with another or others and whether as principal or surety, including all interest, commissions, legal and other costs, charges and expenses (the "**Obligations**").
3. The Debtor is the registered owner of an estate in fee simple possession, subject to registered encumbrances, liens and interests of the land municipally described as 5608 – 129 Avenue, Edmonton, Alberta and legally described in Schedule "B" (the "**Lands**"). For better securing to the Secured Party the repayment of the Obligations, including the

JUSTIN A. WILLIAMS  
Barrister & Solicitor

principal sum plus interest of \$1,000,000.00, the Debtor does hereby charge the lands and mortgage to the Secured Party all its estate and interest in the Lands.

4. The Debtor hereby represents and warrants to the Secured Party that:

- A. all of the Collateral is, or when the Debtor acquires any right, title or interest therein, will be the sole property of the Debtor free and clear of all security interests, mortgages, charges, hypothecs, liens or other encumbrances except as disclosed by the Debtor to the Secured Party in writing;
- B. the Collateral insofar as it consists of goods (other than inventory enroute from suppliers or enroute to Debtor or on lease or consignment) will be kept at the locations specified in Schedule "C" hereto or at such other locations as the Debtor shall specify in writing to the Secured Party and subject to the provisions of paragraph 5.J none of the Collateral shall be moved therefrom without the written consent of the Secured Party;
- C. the Debtor's address is 5608 – 129 Avenue, Edmonton, Alberta;
- D. none of the Collateral consists of consumer goods; and
- E. this Agreement has been duly executed and constitutes a legally valid and binding obligation of the Debtor in accordance with its terms.

5. The Debtor hereby agrees that:

- A. the Debtor shall diligently maintain the Collateral so as to preserve and protect the Collateral and the earnings, incomes, rents, issues and profits thereof;
- B. the Debtor shall cause the Collateral to be insured and kept insured to the full insurable value thereof with reputable insurers against loss or damage by fire and such other risks as the Secured Party may reasonably require and shall maintain such insurance with loss if any payable to the Secured Party and shall lodge such policies with the Secured Party;
- C. the Debtor shall pay all rents, taxes, levies, assessments and government fees or dues lawfully levied, assessed or imposed in respect of the Collateral or any part thereof as and when the same shall become due and payable, and shall exhibit to the Secured Party, when required, the receipts and vouchers establishing such payment;
- D. the Debtor shall duly observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;
- E. the Debtor shall keep proper books of account in accordance with sound accounting practice, shall furnish to the Secured Party such financial information and statements and such information and statements relating to the Collateral as the

Secured Party may from time to time require, and the Debtor shall permit the Secured Party or its authorized agents at any time at the expense of the Debtor to examine all books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom;

- F. the Debtor shall furnish to the Secured Party such information with respect to the Collateral and the insurance thereon as the Secured Party may from time to time require and shall give written notice to the Secured Party of all litigation before any court, administrative board or other tribunal affecting the Debtor or the Collateral;
  - G. the Debtor shall defend the title to the Collateral against all persons and shall keep the Collateral free and clear of all security interests, mortgages, charges, liens and other encumbrances except for those disclosed to the Secured Party in writing prior to the execution of this Agreement or hereafter approved in writing by the Secured Party prior to their creation or assumption;
  - H. the Debtor shall, upon request by the Secured Party, execute and deliver all such financing statements, certificates, further assignment and documents and do all such further acts and things as may be considered by the Secured Party to be necessary or desirable to give effect to the intent of this Agreement;
  - I. the Debtor shall promptly notify the Secured Party in writing of any event which occurs that would have a material adverse effect upon the Collateral or upon the financial condition of the Debtor and immediately upon the Debtor's acquisition of rights in any vehicle, mobile home, trailer, boat, aircraft or aircraft engine, shall promptly provide the Secured Party with full particulars of such collateral; and
  - J. the Debtor will not sell, exchange, transfer, assign or lease or otherwise dispose of or change the use of the Collateral or any interest therein or modify, amend or terminate any chattel paper, document of title, instrument, security or intangible, without the prior written consent of the Secured Party, except that the Debtor may, until an event of default set out in paragraph 10 occurs, sell or lease the Collateral.
6. Until an event of default occurs, the Debtor may use the Collateral in any lawful manner not inconsistent with this Agreement, but the Secured Party shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Secured Party may consider appropriate and the Debtor agrees to furnish all assistance and information and to perform all such acts as the Secured Party may reasonably request in connection therewith, and for such purpose shall permit the Secured Party or its agents access to all places where Collateral may be located and to all premises occupied by the Debtor to examine and inspect the Collateral and related records and documents.
7. Before or after an event of default occurs, the Secured Party may give notice to any or all account debtors of the Debtor and to any or all persons liable to the Debtor under an instrument to make all further payments to the Secured Party and any payments or other proceeds of Collateral received by the Debtor from account Debtor or from any persons liable to the Debtor under an instrument, whether before or after such notice is given by the Secured Party, shall be held by the Debtor in trust for the Secured Party and paid over to

the Secured Party upon request. The Secured Party may take control of all proceeds of Collateral and may apply any money taken as Collateral to the satisfaction of the Obligations secured hereby. The Secured Party may hold as additional security any increase or profits, except money, received from any Collateral in the Secured Party's possession, and may apply any money received from such Collateral to reduce the Obligations secured hereby and may hold any balance as additional security for such part of the Obligations as may not yet be due, whether absolute or contingent. The Secured Party will not be obligated to keep any Collateral separate or identifiable. In the case of any instrument, security or chattel paper comprising part of the Collateral, the Secured Party will not be obligated to take any necessary or other steps to preserve rights against other persons.

8. The Secured Party may have any Collateral comprising instruments, shares, stock, warrants, bonds, debentures, debenture stock or other securities, registered in its name or in the name of its nominee and shall be entitled but not bound or required to vote in respect of such Collateral at any meeting at which the holder thereof is entitled to vote and, generally, to exercise any of the rights which the holder of such Collateral may at any time have; but the Secured Party shall not be responsible for any loss occasioned by the exercise of any of such rights or by failure to exercise the same within the time limited for the exercise thereof.
9. Upon the Debtor's failure to perform any of its duties hereunder, the Secured Party may, but shall not be obliged to, perform any or all of such duties, without waiving any rights to enforce this Agreement, and the Debtor shall pay to the Secured Party, forthwith upon written demand therefor, an amount equal to the costs, fees and expenses incurred by the Secured Party in so doing plus interest thereon from the date such costs, fees and expenses are incurred until paid at the rate of 15% per annum.
10. The happening of any one or more of the following events shall constitute an event of default under this Agreement:
  - A. if the Debtor does not pay when due any of the Obligations;
  - B. if the Debtor does not perform any provisions of this Agreement or of any other agreement to which the Debtor and the Secured Party are parties;
  - C. if the Debtor commits an act of Bankruptcy, becomes insolvent, makes an assignment or proposal under the *Bankruptcy and Insolvency Act* (Canada), takes advantage of any legislation for the benefit of insolvent Debtor, transfers all or substantially all of its assets, or proposes a compromise or arrangement to its creditors;
  - D. if any proceeding is taken with respect to a compromise or arrangement, or to have any of the Debtor declared Bankrupt, or if any proceeding is taken, whether in court or under the terms of any agreement or appointment in writing, to have a receiver appointed of any Collateral or if any encumbrance becomes enforceable against any Collateral;

- E. if any execution, sequestration or extent or any other process of any court becomes enforceable against the Debtor or if any distress or analogous process is levied upon any Collateral; or
  - F. if the Secured Party in good faith believes, and has commercially reasonable grounds for believing, that the prospect of payment or performance of any Obligation is or is about to be impaired or that any Collateral is or is about to be in danger of being lost, damaged, confiscated or placed in jeopardy.
11. If an event of default occurs, the Secured Party may withhold any future advances and may declare that the Obligations shall immediately become due and payable in full, and the Secured Party may proceed to enforce payment of the Obligations and the Debtor and the Secured Party shall have, in addition to any other rights and remedies provided by law, the rights and remedies of a debtor and a secured party respectively under the PPSA and other applicable legislation and those provided by this Agreement. The Secured Party may take possession of the Collateral, enter upon any premises of the Debtor, otherwise enforce this Agreement and enforce any rights of the Debtor in respect of the Collateral by any manner permitted by law and may use the Collateral in the manner and to the extent that the Secured Party may consider appropriate and may hold, insure, repair, process, maintain, protect, preserve, prepare for disposition and dispose of the same and may require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at a reasonably convenient place designated by the Secured Party.
12. Where required to do so by the PPSA, the Secured Party shall give to the Debtor the written notice required by the PPSA of any intended disposition of the Collateral by serving such notice personally on the Debtor or by mailing such notice by registered mail to the last known post office address of the Debtor or by any other method authorized or permitted by the PPSA.
13. If an event of default occurs, the Secured Party may take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term shall include a receiver and manager) of the Collateral or may by appointment in writing appoint any person to be a receiver of the Collateral and may remove any receiver so appointed by the Secured Party and appoint another in his stead; and any such receiver appointed by instrument in writing shall, to the extent permitted by applicable law or to such lesser extent permitted, have all of the rights, benefits and powers of the Secured Party hereunder or under the PPSA or otherwise and without limitation have power (a) to take possession of the Collateral, (b) to carry on all or any part or parts of the business of the Debtor, (c) to borrow money required for the seizure, retaking, repossession, holding, insurance, repairing, processing, maintaining, protecting, preserving, preparing for disposition, disposition of the Collateral and for any other enforcement of this Agreement or for the carrying on of the business of the Debtor on the security of the Collateral in priority to the security interest created under this Agreement, and (d) to sell, lease or otherwise dispose of the whole or any part of the Collateral at public auction, by public tender or by private sale, lease or other disposition either for cash or upon credit, at such time and upon such terms and conditions as the receiver may determine provided that if any such disposition involves deferred payment the Secured Party will not be accountable for and the Debtor will not be entitled to be credited with the proceeds of any such disposition until the monies therefor are actually received;



and further provided that any such receiver shall be deemed the agent of the Debtor and the Secured Party shall not be in any way responsible for any misconduct or negligence of any such receiver.

14. Any proceeds of any disposition of any collateral may be applied by the Secured Party to the payment of expenses incurred or paid in connection with seizing, repossessing, retaking, holding, repairing, processing, insuring, preserving, preparing for disposition and disposing of the Collateral (including reasonable solicitor's fees and legal expenses and any other reasonable expenses), and any balance of such proceeds may be applied by the Secured Party towards the payment of the Obligations in such order of application as the Secured Party may from time to time effect. All such expenses and all amounts borrowed on the security of the Collateral under paragraph 13 shall bear interest at the rate of 15% per annum, shall be payable by the Debtor upon demand and shall be Obligations under this Agreement. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the expenses incurred by the Secured Party, the Debtor shall be liable to pay any deficiency to the Secured Party on demand.
15. The Debtor and the Secured Party further agree that:
  - A. the Secured Party may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Debtor, Debtors of the Debtor, sureties and others and with the Collateral or other security as the Secured Party may see fit without prejudice to the liability of the Debtor and the Secured Party's rights under this Agreement;
  - B. this Agreement shall not be considered as satisfied or discharged by any intermediate payment of all or any part of the Obligations but shall constitute and be a continuing security to the Secured Party for a current or running account and shall be in addition to and not in substitution for any other security now or hereafter held by the Secured Party;
  - C. nothing in this Agreement shall obligate the Secured Party to make any loan or accommodation to the Debtor or extend the time for payment or satisfaction of the Obligations;
  - D. any failure by the Secured Party to exercise any right set out in this Agreement shall not constitute a waiver thereof; nothing in this Agreement or in the Obligations secured by this Agreement shall preclude any other remedy by action or otherwise for the enforcement of this Agreement or the payment in full of the Obligations secured by this Agreement;
  - E. all rights of the Secured Party under this Agreement shall be assignable and in any action brought by an assignee to enforce such rights, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or may hereafter have against the Secured Party;

- F. all rights of the Secured Party under this Agreement shall enure to the benefit of its successors and assigns and all obligations of the Debtor under this Agreement shall bind the Debtor, his heirs, executors, administrators, successors and assigns;
- G. if more than one Debtor executes this Agreement, their obligations under this Agreement shall be joint and several, and the Obligations shall include those of all or any one or more of them;
- H. this Agreement shall be governed in all respects by the laws of Alberta; and

the time for attachment of the security interest created hereby has not been postponed and is intended to attach when this Agreement is signed by the Debtor and attaches at that time to Collateral in which the Debtor then has any right, title or interest and attaches to Collateral in which the Debtor subsequently acquires any right, title or interest at the time when the Debtor first acquires such right, title or interest.

- 16. The Debtor acknowledges receiving a copy of this Agreement and expressly waives the right to receive a copy of any financing statement or financing change statement which may be registered by the Secured Party in connection with this Agreement or any verification statement issued with respect thereto where such waiver is not otherwise prohibited by law.
- 17. This Agreement may be executed in as many counterparts as may be necessary and delivered by electronic transmission of documents (including DocuSign) and each such counterpart agreement or electronically transmitted copy so executed and delivered shall be deemed to be an original and such counterparts and electronically transmitted copies together shall constitute one and the same instrument.

*[Remainder of page intentionally left blank. Signature page follows.]*

This parties hereto have executed this Agreement as of the Effective Date.

**E.C.P. HOLDINGS (2014) LTD.**

Per: 

Name: Nicholas Bouma

Title: Director



**1220201 ALBERTA LTD.**

Per: 

Name: Rick Bouma

Title: Director



**SCHEDULE "A"**

(Description of Collateral)

The following specific collateral:

All present and after acquired personal property of the Debtor and all proceeds thereof.

**SCHEDULE "B"**

(Legal Description of Lands)

PLAN 4983AM  
BLOCK 31  
LOTS 1 TO 3 INCLUSIVE

**SCHEDULE "C"**

(Location of Collateral)

Alberta, Canada

Search ID #: Z19113177

Transmitting Party

SHAREK LOGAN & VAN LEENEN LLP

2100, 10060 JASPER AVENUE  
EDMONTON, AB T5J 3R8

Party Code: 50098391  
Phone #: 780 413 3100  
Reference #: MAT24245/DA/js

Search ID #: Z19113177

Date of Search: 2025-Aug-26

Time of Search: 08:29:36

Business Debtor Search For:

E.C.P. HOLDINGS (2014) LTD

Exact Result(s) Only Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.  
Be sure to read the reports carefully.

This is Exhibit H referred to in the  
Affidavit (or Statutory Declaration) of  
Rich Bouncey  
sworn (or affirmed or declared) before me  
this 26 day of August, 2025

A Commissioner for Oaths  
in and for Alberta

JUSTIN A. WILLIAMS  
Barrister & Solicitor



Search ID #: Z19113177

**Business Debtor Search For:**

E.C.P. HOLDINGS (2014) LTD

Search ID #: Z19113177

Date of Search: 2025-Aug-26

Time of Search: 08:29:36

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Registration Number: 25021914243

Registration Date: 2025-Feb-19

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2030-Feb-19 23:59:59

---

Exact Match on:

Debtor

No: 1

---

**Debtor(s)**

**Block**

**Status**

Current

1 E.C.P. HOLDINGS (2014) LTD.  
5608 129 AVENUE  
EDMONTON, AB T5A 0A5

**Secured Party / Parties**

**Block**

**Status**

Current

1 1220201 ALBERTA LTD.  
#202, 14121 95A STREET  
EDMONTON, AB T5G 1S5  
Phone #: 780 720 8959  
Email: ecpbouma@hotmail.com

**Collateral: General**

**Block**

**Description**

**Status**

1 All present and after acquired personal property of the Debtor and all proceeds thereof.

Current



Search ID #: Z19113177

**Business Debtor Search For:**

E.C.P. HOLDINGS (2014) LTD

Search ID #: Z19113177

Date of Search: 2025-Aug-26

Time of Search: 08:29:36

---

Registration Number: 25071428132

Registration Date: 2025-Jul-14

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

---

Exact Match on:

Debtor

No: 1

---

**Debtor(s)**

**Block**

**Status**

Current

1 E.C.P. HOLDINGS (2014) LTD.  
5608 129 AVENUE  
EDMONTON, AB T5A 0A5

**Secured Party / Parties**

**Block**

**Status**

Current

1 1220201 ALBERTA LTD.  
#202, 14121 - 95A STREET  
EDMONTON, AB T5G 1S5  
Phone #: 780 720 8959  
Email: ecpbouma@hotmail.com

**Particulars**

**Block**

**Additional Information**

**Status**

1 Land: Plan 4983AM; Block 31; Lots 1 to 3 Inclusive

Current

Result Complete

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**252089143**

**ORDER NUMBER: 54591371**

This is Exhibit I referred to in the  
Affidavit (or Statutory Declaration) of  
Richard Baumgardner  
sworn (or affirmed or declared) before me  
this 26 day of August, 2025

.....  
A Commissioner for Oaths  
in and for Alberta

JUSTIN A. WILLIAMS  
Barrister & Solicitor

**ADVISORY**

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

**CAVEAT**

TO: The Registrar  
North Alberta Land Registration District

TAKE NOTICE that 1220201 Alberta Ltd., the Caveator, of the City of Edmonton, in the Province of Alberta, claims an interest by way of a charge against land pursuant to a General Security Agreement between 1220201 ALBERTA LTD. and E.C.P. HOLDINGS (2014) LTD. for a sum of in the sum of \$1,000,000.00, with the lands described as follows:

PLAN 4983AM  
BLOCK 31  
LOTS 1 TO 3 INCLUSIVE

standing in the register in the name of E.C.P. Holdings (2014) Ltd. of 5608 – 129 Avenue, Edmonton, Alberta and it forbids the registration of any person as transferee or owner of, or of any instrument affecting that estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to our claim.

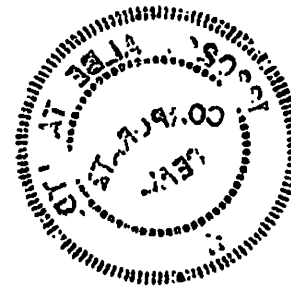
It designates the following address as the place at which notices and proceedings relating hereto may be served:

14132 – 95A Street  
Edmonton, Alberta T5E 5Z4

DATED at Edmonton, Alberta this 14<sup>th</sup> day of February, 2025

Per:   
Rick Bouma - Agent





**AFFIDAVIT IN SUPPORT OF CAVEAT**

I, Rick Bouma, of the City of Edmonton in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am the within named Agent for the above-named Caveator.
2. I believe that the said Caveator has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal with it.

SWORN BEFORE ME at the City of Edmonton,  
in the Province of Alberta, this 14<sup>th</sup> day of  
February, 2025.

X   
\_\_\_\_\_  
A Commissioner for Oaths in and for Alberta

Jeff Fixsen  
Barrister & Solicitor

  
\_\_\_\_\_  
Rick Bouma



252089143

252089143 REGISTERED 2025 04 03

CAVE - CAVEAT

DOC 1 OF 1 DRR#: 0001RJ7 ADR/HLE

LINC/S: 0017196437

252089143  
REGISTERED  
2025 04 03



## LAND TITLE CERTIFICATE

B  
LINC                      SHORT LEGAL                      TITLE NUMBER  
0017 196 437            4983AM;31;1-3            142 357 784

LEGAL DESCRIPTION  
PLAN 4983AM  
BLOCK 31  
LOTS 1 TO 3 INCLUSIVE

ESTATE: FEE SIMPLE  
ATS REFERENCE: 4;24;53;23;E

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 062 453 020

This is Exhibit J referred to in the  
Affidavit (or Statutory Declaration) of  
RICHARD BOUMA  
sworn (or affirmed or declared) before me  
this 26 day of August, 2025.

A Commissioner for Oaths  
in and for Alberta

JUSTIN A. WILLIAMS

Barrister & Solicitor

REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
142 357 784	23/10/2014	TRANSFER OF LAND	\$875,000	\$875,000

## OWNERS

E.C.P. HOLDINGS (2014) LTD.  
OF 5608 - 129 AVENUE  
EDMONTON  
ALBERTA T5A 0A5

## ENCUMBRANCES, LIENS &amp; INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
142 357 785	23/10/2014	MORTGAGE MORTGAGEE - THE BANK OF NOVA SCOTIA. 8108 - 118 AVE NW EDMONTON ALBERTA T5W4W1 ORIGINAL PRINCIPAL AMOUNT: \$165,000
252 089 143	03/04/2025	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1220201 ALBERTA LTD.

( CONTINUED )

-----  
ENCUMBRANCES, LIENS & INTERESTS

PAGE 2  
# 142 357 784

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

14132 95A STREET  
EDMONTON  
ALBERTA T5E5Z4

252 200 282 08/08/2025 CERTIFICATE OF LIS PENDENS  
BY - BRANDIE MARILYNN BOUMA  
FAMILY PROPERTY ACT

TOTAL INSTRUMENTS: 003

-----  
PENDING REGISTRATION QUEUE

DRR NUMBER	RECEIVED DATE (D/M/Y)	SUBMITTER	LAND ID
G009NU5	19/08/2025	SHAREK LOGAN AND VAN LEENEN LLP 7809176935 CUSTOMER FILE NUMBER: MAT24245/DA	
001		CERTIFICATE OF LIS PENDENS	4983AM;31;1-3

TOTAL PENDING REGISTRATIONS: 001

DISCLAIMER: THE DOCUMENT INFORMATION REFLECTED IN THE PENDING  
REGISTRATION QUEUE HAS NOT BEEN VERIFIED BY LAND TITLES AND MAY BE  
SUBJECT TO CHANGE UPON REVIEW AND REGISTRATION.

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 26 DAY OF AUGUST,  
2025 AT 08:31 A.M.

ORDER NUMBER: 54685277

CUSTOMER FILE NUMBER: MAT24245/DA

\*END OF CERTIFICATE\*



( CONTINUED )



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

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



SHARON A. OHAYON  
Direct Telephone: (780) 702-8590  
E-Mail Address: sohayon@wittenlaw.com  
In Reply Please Refer to File No.: 135715-2 SAO

July 8, 2025

1220201 Alberta Ltd.  
14132 - 95A Street  
Edmonton, Alberta T5E 5Z4

*via registered mail*

Dear Sir/Madam:

Re: Caveat No. 252 089 143 (the "Caveat") – registered against Plan 4983AM, Block 31, Lots 1-3  
Inclusive (the "Lands")

We are the agent for the owner of the Lands. Enclosed for service upon you is a Notice to Caveator to Take Proceedings on Caveat.

If no proceedings are taken and properly registered within 60 days, we will instruct Land Titles to lapse off this Caveat.

Yours truly,

WITTEN LLP

Per:

  
SHARON A. OHAYON

SAO/vc  
Enclosures

This is Exhibit K referred to in the  
Affidavit (or Statutory Declaration) of  
Richard Bouma  
sworn (or affirmed or declared) before me  
this 26 day of August 2025

A Commissioner for Oaths  
in and for Alberta

JUSTIN A. WILLIAMS  
Barrister & Solicitor

Form 29

Land Titles Act  
(Section 138)

Notice to Caveator to Take Proceedings on Caveat  
(Not more than 7 caveats may be included in this Form)

Take notice that the caveat filed by you in the Land Titles Office as instrument number 252 089 143 forbidding the registration of any person as transferee or owner of, or of any instrument affecting, the estate or interest claimed in your caveat in respect of:

PLAN 4983AM  
BLOCK 31  
LOTS 1 TO 3 INCLUSIVE

unless the certificate of title is expressed to be subject to your claim, will cease to have any effect after the expiration of 60 days (or such shorter time as the judge may order) following the date on which this notice is served or sent to you by registered mail, unless in the meantime:

- (a) you take proceedings in court on your caveat to substantiate the interest claimed by you in the above land, and
- (b) you file a certificate of lis pendens with the Registrar.

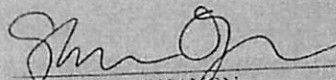
This notice is given pursuant to Section 138 of the *Land Titles Act*.

Dated at Edmonton, Alberta on July 7, 2025.

To:

1220201 Alberta Ltd.  
14132 - 95A Street  
Edmonton, Alberta T5E 5Z4.

BRANDIE MARILYNN BOUMA  
By her agent

  
SHARON A. OHAYON



E.C.P. Holdings (2014) Ltd.  
5608 129 Ave NW  
Edmonton, AB T5A 0A5

**Attention: Nicholas Bouma**

Dear Sir:

**Re: 1220201 Alberta Ltd. ("122") - E.C.P. Holdings (2014) Ltd. ("ECP")**

On or about August 1, 2014, 122 and ECP entered into an Agreement pursuant to which ECP purchased 122's shares in Edmonton Custom Packers Ltd. and certain lands municipally described as 5608 129 Avenue, Edmonton, AB for the total sum of \$1,165,000.00, payable on certain terms and conditions (the "Business Purchase Agreement").

Related to the Business Purchase Agreement, ECP executed in favour of 122 a Promissory Note pursuant to which ECP promised to repay 122 the sum of \$1,000,000.00, plus interest at a rate of 2.5% per annum calculated and compounded semi-annually, both before and after any default and judgment until paid, upon certain terms and conditions (the "PNote").

As of April 30, 2025, the sum owed by ECP to 122 pursuant to the Business Purchase Agreement and PNote is \$702,247.00, plus any further interest from and after May 1, 2025 (the "Business Purchase Indebtedness").

122, has in addition to the above, as assignee of certain additional loans to ECP pursuant to assignment agreements dated effective March 1, 2025 and August 13, 2025 between March 2024 and August 2025 in cumulative sum of \$457,440.45 (the "Additional Loan Indebtedness") that was used by ECP for its business operations.

Overall, ECP is indebted to 122 as follows:

- a. Business Purchase Indebtedness - \$702,247.00, plus any further interest from and after May 1, 2025 a rate of 2.5% per annum calculated and compounded semi-annually, both before and after any default and judgment until paid;
- b. Additional Loan Indebtedness - \$457,440.45 plus interest in accordance with the *Judgment Interest Act* from and after the date of this demand;  
(the "Indebtedness").

This is Exhibit L referred to in the  
Affidavit (or Statutory Declaration) of  
RICHARD BOUMA  
sworn (or affirmed or declared) before me  
this 26 day of August, 2025

A Commissioner for Oaths  
in and for Alberta

**JUSTIN A. WILLIAMS**  
Barrister & Solicitor

**HAND DELIVERED**

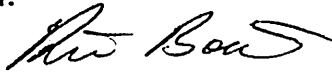
122 hereby demands payment of the Indebtedness, plus further interest from and after the applicable dates (as set out above) and costs. Payment is to be made to 122 within ten (10) days of the date of this letter. In the event that payment in full is not made within ten (10) days, 122 will take action to recover such amounts owing to 122 and to enforce its security without further notice to ECP), and seek costs on a full indemnity basis for the same.

Please find enclosed a Notice of Intention to Enforce Security under the *Bankruptcy and Insolvency Act* for the purpose of service upon ECP.

Please note that 122 reserves the right to accelerate the time for payment set out in this letter and the time set out in the attached notice if it comes to believe that it is in its interest to do so.

Yours truly,  
**1220201 Alberta Ltd.**

Per:

A handwritten signature in black ink, appearing to read "Rick Bouma", written in a cursive style.

**RICK BOUMA**

FORM 86  
**NOTICE OF INTENTION TO ENFORCE SECURITY**  
(Subsection 244(1))

TO: E.C.P. HOLDINGS (2014) LTD. (an Insolvent Person)

TAKE NOTICE THAT:

1. 1220201 ALBERTA LTD., a secured creditor, intends to enforce its security on the property of the insolvent person described below:
  - (a) All present and after acquired personal and real property, and proceeds thereof, including without limitation:


PLAN 4983AM

BLOCK 31

LOTS 1 TO 3 INCLUSIVE
2. The security that is to be enforced is in the form of:
  - (a) General Security Agreement dated February 1, 2025.
3. The total amount of indebtedness secured by the security is:
  - (a) \$702,247.00, plus further interest from and after May 1, 2025 a rate of 2.5% per annum calculated and compounded semi-annually, both before and after any default and judgment until paid;
  - (b) \$457,440.45 plus interest in accordance with the *Judgment Interest Act* (Alberta) from and after the date of this demand; and
  - (c) all legal costs on a solicitor and own client full indemnity basis
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this Notice, unless the Insolvent Person consents to an earlier enforcement.

Dated at the City of Edmonton, in the Province of Alberta, this 6<sup>th</sup> day of August, 2025.

1220201 Alberta Ltd.

Per:   
Rick Bouma

## CONSENT TO EARLY ENFORCEMENT OF SECURITY

E.C.P. HOLDINGS (2014) LTD. hereby confirms that:


1. It has received a demand letter and Notice of Intention to Enforce Security under Subsection 244(1) of the *Bankruptcy and Insolvency Act* (the "Notice") issued by or on behalf of 1220201 ALBERTA LTD. dated August 13, 2025; and
2. Notwithstanding the Notice, it hereby consents to the early and immediate enforcement by 1220201 ALBERTA LTD. or its agent(s) of the security set out in the Notice, and hereby waives the period under the Notice.

Dated at the City of Edmonton, in the Province of Alberta, this 13 day of August, 2025

  
\_\_\_\_\_  
WITNESS:

E.C.P. HOLDINGS (2014) LTD.

Per:

  
\_\_\_\_\_

Name: Nicholas Bouma

Title: President

\_\_\_\_\_

COURT FILE NUMBER

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

1220201 ALBERTA LTD.

DEFENDANT

E.C.P. HOLDINGS (2014) LTD.

DOCUMENT

CONSENT TO ACT

Clerk's Stamp

ADDRESS FOR SERVICE  
AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

Sharek Logan & van Leenen LLP Barristers and Solicitors  
2100, 10060 Jasper Avenue Edmonton, Alberta T5J 3R8  
Attn: David Archibold / Justin Williams Phone No.: 780-413-3100  
File No.: 24245/DA

G. CHAN & ASSOCIATES INC., a Licenced Insolvency Trustee, does hereby consent to act as Receiver and Manager of E.C.P. HOLDINGS (2014) LTD. in these proceedings, if so appointed by this Honourable Court.

A facsimile or other electronic copy of this Consent to Act shall be as effective as an original.

**G. CHAN & ASSOCIATES INC.**

Per: 

Garrett Chan, CIRP, LIT  
President

This is Exhibit M referred to in the  
Affidavit (or Statutory Declaration) of  
Richard Baum  
sworn (or affirmed or declared) before me  
this 26 day of AUGUST, 2025.

A Commissioner for Oaths  
in and for Alberta

**JUSTIN A. WILLIAMS**  
Barrister & Solicitor