

exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Fronting Agent, and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Credit Agreement or any other Loan Document or consent to any departure by the Loan Parties therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on the Loan Parties in any case shall entitle the Loan Parties to any other or further notice or demand in similar or other circumstances. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

- (b) Neither this Credit Agreement or any of the other Loan Documents nor any provision hereof or thereof may be waived, amended or modified except (i) in the case of this Credit Agreement, pursuant to an agreement or agreements in writing entered into by the Loan Parties and the Required Lenders and (ii) in the case of any other Loan Document, pursuant to an agreement or agreements entered into by the parties to such Loan Document, in each case, except as set forth in the final sentence in this paragraph (b), with the consent of the Required Lenders; provided that no such agreement shall (A) decrease the principal amount of or Commitment in respect of, or extend the maturity of or any scheduled principal payment date or date for the scheduled payment of any interest on any Loan or any date for reimbursement of an LC Disbursement, or waive or excuse any such payment or any part thereof, or decrease the rate of interest on any Loan or LC Disbursement, without the prior written consent of each Lender affected thereby, (B) increase the amount of or extend the termination date of the Commitment of, or decrease or extend the date for payment of any Fee owing to, any Lender without the prior written consent of such Lender, (C) amend or modify the pro rata requirements of Section 2.17 or the provisions of Section 11.03 concerning the assignment of Borrower's obligations hereunder, the provisions of this Section 11.08 or release a Guarantor from its guarantee under the Guarantee Agreement (except as expressly contemplated by any Loan Document) or all or substantially all of the Collateral from the Liens created under the Security Documents (except as expressly contemplated by any Loan Document), without the prior written consent of each Lender, (D) change the provisions of any Loan Document in a manner that by its terms adversely affects the rights in respect of payments due to Lenders holding Loans of one Class differently from the rights of Lenders holding Loans of any other Class without the prior written consent of Lenders holding a majority in interest of the outstanding Loans and unused Commitments of each adversely affected Class or (E) reduce the percentage contained in the definition of the term "Required Lenders" without the prior written consent of each Lender; provided further, that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or the Fronting Agent hereunder or under any other Loan Document without the prior written consent of the Administrative Agent or the Fronting Agent, as the case may be. The Lenders hereby authorize the Administrative Agent to enter into such amendments, restatements, supplements or other modifications to the Security Documents as are deemed reasonably necessary by the Administrative Agent to protect and preserve the Liens on the Collateral created or purported to be created thereunder or to reflect or give effect to any transaction permitted under this Credit Agreement.
- (c) Notwithstanding the provisions of Section 11.08(a) or (b) or any other provisions in this Agreement or the Loan Documents, the holders of 2019 Loans (other than CIBC) shall

have no voting or consent rights hereunder except that the following shall require the consent of all 2019 Lenders: (A) any amendment to the provisions of Section 2.07(b), Section 2.14(g) and Section 8.04, (B) decrease the principal amount of or 2019 Commitment in respect of, or extend the maturity of or any scheduled principal payment date or date for the scheduled payment of any interest on any 2019 Loans, or waive or excuse any such payment or any part thereof, (C) increase the amount of or extend the termination date of the 2019 Commitment and (D) amend or modify the pro rata requirements of Section 2.17 or the provisions of this Section 11.08(c).

- (d) The holders of 2019 Commitments hereby acknowledge and agree that they have no cause of action and shall take no action or bring any claim against CIBC or the Administrative Agent in connection with their respective ownership of 2019 Loans and being a Lender hereunder except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that CIBC or the Administrative Agent acted with gross negligence or wilful misconduct.
- (e) The Borrower hereby acknowledges and agrees that it has no cause of action and shall take no action or bring any claim against CIBC or the Administrative Agent in connection with its Borrowings and the Commitments made available by the Lenders prior to the Fifth Closing Date except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that CIBC or the Administrative Agent acted with gross negligence or wilful misconduct.

Section 11.09 Release of Collateral and Guarantors. Each Lender hereby directs the Administrative Agent to release the Liens held by it under the Security Documents and the Guarantees made in the Loan Documents as follows:

- (a) upon payment in full in cash of the Loans and all the other Obligations (other than unasserted contingent and indemnification obligations), termination of all Commitments (including commitment of the Fronting Agent to issue Letters of Credit) and reduction of the LC Exposure to zero (or the making of other arrangements satisfactory to the Administrative Agent and the Fronting Agent), the Administrative Agent is authorized to release all of the Liens created, and all the Guarantees made, under the Loan Documents;
- (b) upon any sale or other disposition of Collateral permitted hereunder, or consummation of any transaction permitted hereunder as a result of which any Guarantor ceases to be a Subsidiary of Borrower, the Administrative Agent is authorized to release such Liens that relate solely to the Collateral sold or otherwise disposed and the Guarantee made by such Guarantor under the Loan Documents; and
- (c) upon consent by the Required Lenders, the Administrative Agent is authorized to release such Liens on any part of the Collateral which release does not require the consent of all of the Lenders as set forth in Section 11.08;

provided that (i) the Administrative Agent shall not be required to execute, or cause any Person to execute, any such document on terms which, in its opinion, would expose it to liability or create any obligation or entail any consequence other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Obligations or any Liens upon (or obligations of the Loan Parties in respect of) all interests retained by the Loan Parties.

Section 11.10 Set-Off or Compensation. In addition to and not in limitation of any rights now or hereafter granted under applicable law, if repayment is accelerated pursuant to Section 8.01, the Lenders, or any of them, may at any time and from time to time without notice to the Borrower or any other Person, any notice being expressly waived by the Loan Parties, set-off and compensate and apply any and all deposits, general or special, time or demand, provisional or final, matured or unmatured, and any other indebtedness at any time owing by the Lenders, or any of them, to or for the credit of or the account of any Loan Party, against and on account of the Obligations notwithstanding that any of them are contingent or unmatured.

Section 11.11 Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the applicable interest rate, together with all fees and charges that are treated as interest under applicable law (collectively, the "Charges"), as provided for herein or in any other document executed in connection herewith, or otherwise contracted for, charged, received, taken or reserved by any Lender, shall exceed the maximum lawful rate (the "Maximum Rate") that may be contracted for, charged, taken, received or reserved by such Lender in accordance with applicable law, the rate of interest payable to such Lender hereunder, together with all Charges payable to such Lender, shall be limited to the Maximum Rate.

Section 11.12 Entire Agreement. This Credit Agreement amends and restates the Restated Credit Agreement and along with the other Loan Documents constitute the entire contract between the parties relative to the subject matter hereof. Any previous agreement (written or oral) among the parties with respect to the subject matter hereof is superseded by this Credit Agreement and the other Loan Documents. Nothing in this Credit Agreement or in the other Loan Documents, expressed or implied, is intended to confer upon any Person other than the parties hereto and thereto (and their respective successors and assigns permitted hereby and each other Person that is an Indemnitee) any rights, remedies, obligations or liabilities under or by reason of this Credit Agreement or the other Loan Documents. Nothing in this Credit Agreement shall constitute a release or novation of any indebtedness outstanding under the Restated Credit Agreement and all Loans outstanding under the Restated Credit Agreement shall continue as Loans outstanding under this Credit Agreement.

Section 11.13 Waiver of Jury Trial. Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any legal proceeding directly or indirectly arising out of, under or in connection with this Credit Agreement or any of the other Loan Documents or the transactions contemplated hereby. Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Credit Agreement and the other Loan Documents, as applicable, by, among other things, the mutual waivers and certifications in this Section 11.13.

Section 11.14 Severability. In the event any one or more of the provisions contained in this Credit Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties shall endeavour in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 11.15 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Credit Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Credit Agreement.

Section 11.16 Confidentiality. Each Lender agrees not to disclose to any Person the Information (as defined below) in accordance with such Lender's customary procedures for non-disclosure of confidential information of third parties of this nature and in accordance with sound lending practices without the prior written consent of Borrower, which consent shall not be unreasonably withheld, except that any Lender shall be permitted to disclose Information (i) to its and its Affiliates' officers, directors, employees, agents and representatives (including its auditors and counsel) or to any pledgee referred to in Section 11.04(g) (ii) or any actual or prospective direct or indirect contractual counterparty in swap agreements, derivatives, credit-linked notes or similar transactions or such contractual counterparty's professional advisor (so long as such pledgee, contractual counterparty or professional advisor to such contractual counterparty agrees in writing to be bound by the provisions of this Section 11.16); (ii) to the extent (A) required by applicable laws and regulations or by any subpoena or similar legal process or (B) requested or required by any regulatory authority (including any banking or securities regulator), or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio; (iii) to the extent such Information (A) becomes publicly available other than as a result of a breach of this Credit Agreement, (B) becomes available to such Lender on a non-confidential basis from a source other than a Loan Party or its Affiliates or (C) was available to such Lender on a non-confidential basis prior to its disclosure to such Lender by a Loan Party or its Affiliates; (iv) to any actual or prospective assignee of, or prospective purchaser of a participation in, the rights of such Lender hereunder and its agents and representatives (including its auditors and counsel); provided that such prospective assignee purchaser agrees to be bound by and observe the same confidentiality as is required of the Lender hereunder; or (v) in connection with any suit, action or proceeding relating to the enforcement of rights hereunder or under any other Loan Document or in connection with the transactions contemplated hereby. As used in this Section 11.16, as to any Lender, the term "Information" shall mean any written materials, documents and information that Borrower or any of its Affiliates may have furnished or may hereafter furnish to any Lender in connection with this Credit Agreement and the Transactions.

Section 11.17 Jurisdiction; Consent to Service of Process.

- (a) Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of Alberta, and any court sitting in Alberta, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Credit Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such jurisdiction. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Credit Agreement shall affect any right that any Lender may otherwise have to bring any action or proceeding relating to this Credit Agreement or the other Loan Documents against any Loan Party or its properties in the courts of any jurisdiction.
- (b) Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Credit

Agreement or the other Loan Documents in any Alberta court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defence of an inconvenient forum to the maintenance of such action or proceeding in any such court.

- (c) Each party to this Credit Agreement irrevocably consents to service of process in the manner provided for notices in Section 11.01. Nothing in this Credit Agreement will affect the right of any party to this Credit Agreement to serve process in any other manner permitted by law.

Section 11.18 Judgment Currency.

- (a) Borrower's obligations hereunder and Borrower's and the other Loan Parties' obligations under the other Loan Documents to make payments in Dollars (the "Obligation Currency") shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into any currency other than the Obligation Currency, except to the extent that such tender or recovery results in the effective receipt by the Administrative Agent, the Fronting Agent, or the applicable Lender of the full amount of the Obligation Currency expressed to be payable to the Administrative Agent, the Fronting Agent, or the applicable Lender under this Credit Agreement or the other Loan Documents. If, for the purpose of obtaining or enforcing judgment against Borrower or any other Loan Party in any court or in any jurisdiction, it becomes necessary to convert into or from any currency other than the Obligation Currency (such other currency being hereinafter referred to as the "Judgment Currency") an amount due in the Obligation Currency, the conversion shall be made at the rate of exchange (as quoted by the Administrative Agent or if the Administrative Agent does not quote a rate of exchange on such currency, by a known dealer in such currency designated by the Administrative Agent) determined, in each case, as of the date immediately preceding the day on which the judgment is given (such Business Day being hereinafter referred to as the "Judgment Currency Conversion Date").
- (b) If there is a change in the rate of exchange prevailing between the Judgment Currency Conversion Date and the date of actual payment of the amount due, Borrower covenants and agrees to pay, or cause to be paid, such additional amounts, if any (but in any event not a lesser amount), as may be necessary to ensure that the amount paid in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of the Obligation Currency which could have been purchased with the amount of Judgment Currency stipulated in the judgment or judicial award at the rate of exchange prevailing on the Judgment Currency Conversion Date.
- (c) For purposes of determining the amount of any payment in the Obligation Currency under this Section 11.18, the rate of exchange used shall take into account any premium and costs payable in connection with the purchase of the Obligation Currency.

Section 11.19 Conflict With Security Documents. In the event of an express conflict between the terms of this Credit Agreement and the terms of any of the other Loan Documents, the terms of this Credit Agreement shall govern.

Section 11.20 Certain Relationships. Nothing contained in this Credit Agreement and no action taken by the Administrative Agent, the Fronting Agent or any Lender pursuant hereto shall be deemed to constitute the Administrative Agent, the Fronting Agent or the Lenders a partnership, an association, a joint venture or other entity. None of the Administrative Agent, the Fronting

Agent or the Lenders has any fiduciary relationship with or any fiduciary duty to Borrower arising out of or in connection with this Credit Agreement or any of the other Loan Documents, and the relationship between the Administrative Agent, the Fronting Agent and the Lenders, on the one hand, and Borrower, on the other hand, in connection herewith or therewith is solely that of debtor and creditor.

Section 11.21 Waiver of Consequential Damages, Etc. EACH LOAN PARTY AGREES NOT TO ASSERT ANY CLAIM AGAINST ANY OTHER PARTY HERETO, ANY OF ITS AFFILIATES, OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS OR AGENT, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR OTHERWISE RELATING TO ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN OR IN ANY OTHER LOAN DOCUMENT OR THE ACTUAL OR PROPOSED USE OF THE PROCEEDS OF THE LOANS.

Section 11.22 Further Assurances. Each Loan Party, the Administrative Agent, the Fronting Agent, and the Lenders shall promptly cure any default by it in the execution and delivery of this Credit Agreement, the other Loan Documents or any of the agreements provided for hereunder to which it is a party. Each Loan Party, at Borrower's expense, shall promptly execute and deliver to the Administrative Agent, upon request by the Administrative Agent, all such other and further deeds, agreements, opinions, certificates, instruments, affidavits, registration materials and other documents reasonably necessary for such Loan Party's compliance with, or accomplishment of the covenants and agreements of such Loan Party hereunder or more fully to state the obligations of such Loan Party as set out herein or to make any registration, recording, file any notice or obtain any consent, all as may be reasonably necessary or appropriate in connection therewith.

Section 11.23 Time of the Essence. Time shall be of the essence of this Credit Agreement.

Section 11.24 Hypothecary Representative. For greater certainty and without limiting the power of the Administrative Agent hereunder or under any other Loan Document, the Administrative Agent and each Lender hereby appoints and authorizes Canadian Imperial Bank of Commerce to act as hypothecary representative within the meaning of *Article 2692 of the Civil Code of Quebec* (in such capacity, the "Hypothecary Representative") of the Administrative Agent and the Lenders for the purposes of holding any security granted by any Obligor pursuant to the laws of the Province of Quebec and to exercise such rights and duties as are conferred upon the Hypothecary Representative thereunder and under applicable laws (with the power to delegate any such rights and duties as appropriate). CIBC, the Administrative Agent and each of the Lenders hereby confirms and agrees to such appointment and each Person who is or becomes the Administrative Agent or a Lender hereunder (including by its execution of an assignment and assumption agreement) shall be deemed to have consented to and ratified the foregoing appointment of the Hypothecary Representative and to have ratified all actions taken by the Hypothecary Representative prior to such date. For greater certainty, the Hypothecary Representative shall have the same rights, powers, immunities, indemnities and exclusions from liability as are prescribed in favour of the Administrative Agent in this Agreement, which shall apply *mutadis mutandis*. In the event of the resignation and appointment of a successor Administrative Agent (which shall include its resignation as Hypothecary Representative), such successor Administrative Agent shall also act as the Hypothecary Representative unless and until a successor hypothecary representative is otherwise appointed.

Section 11.25 Anti-Money Laundering Legislation.

- (a) The Borrower acknowledge that, pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" laws (collectively, including any guidelines or orders thereunder, "AML Legislation"), the Lenders and the Administrative Agent may be required to obtain, verify and record information regarding the Borrower, the Guarantors, their directors, authorized signing officers, direct or indirect shareholders or other Persons in control of the Borrower and the Guarantors, and the transactions contemplated hereby. The Borrower shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by any Lender or the Administrative Agent, or any prospective assignee or participant of a Lender or the Administrative Agent, in order to comply with any applicable AML Legislation, whether now or hereafter in existence.
- (b) Each of the Lenders agrees that the Administrative Agent has no obligation to ascertain the identity of the Borrower or the Guarantors or any authorized signatories of the Borrower or a Guarantor on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from the Borrower or any Guarantor or any such authorized signatory in doing so.

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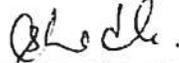
S-1

IN WITNESS WHEREOF, the parties hereto have caused this Credit Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

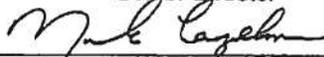
**INTERNATIONAL FITNESS HOLDINGS  
INC., as Borrower**

by  \_\_\_\_\_  
Name: Ryan Giles  
Title: Secretary

**CANADIAN IMPERIAL BANK OF  
COMMERCE**, as Administrative Agent,  
Fronting Agent, Swingline Lender and a  
Lender

by 

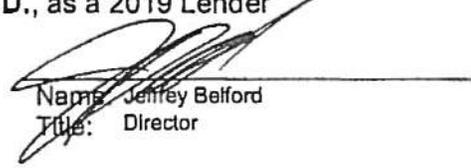
Name: **SUPRIYA SARIN**  
Title: **Senior Director**



Name:  
Title: **MARK CONZELMAN**  
**SENIOR VICE-PRESIDENT**

**TRIFIT HOLDINGS LIMITED  
PARTNERSHIP**, by its general  
partner, **TRIFIT HOLDINGS (GP)  
LTD.**, as a 2019 Lender

by

A handwritten signature in black ink, appearing to read "Jeffrey Belford", is written over a horizontal line. The signature is stylized and somewhat cursive.

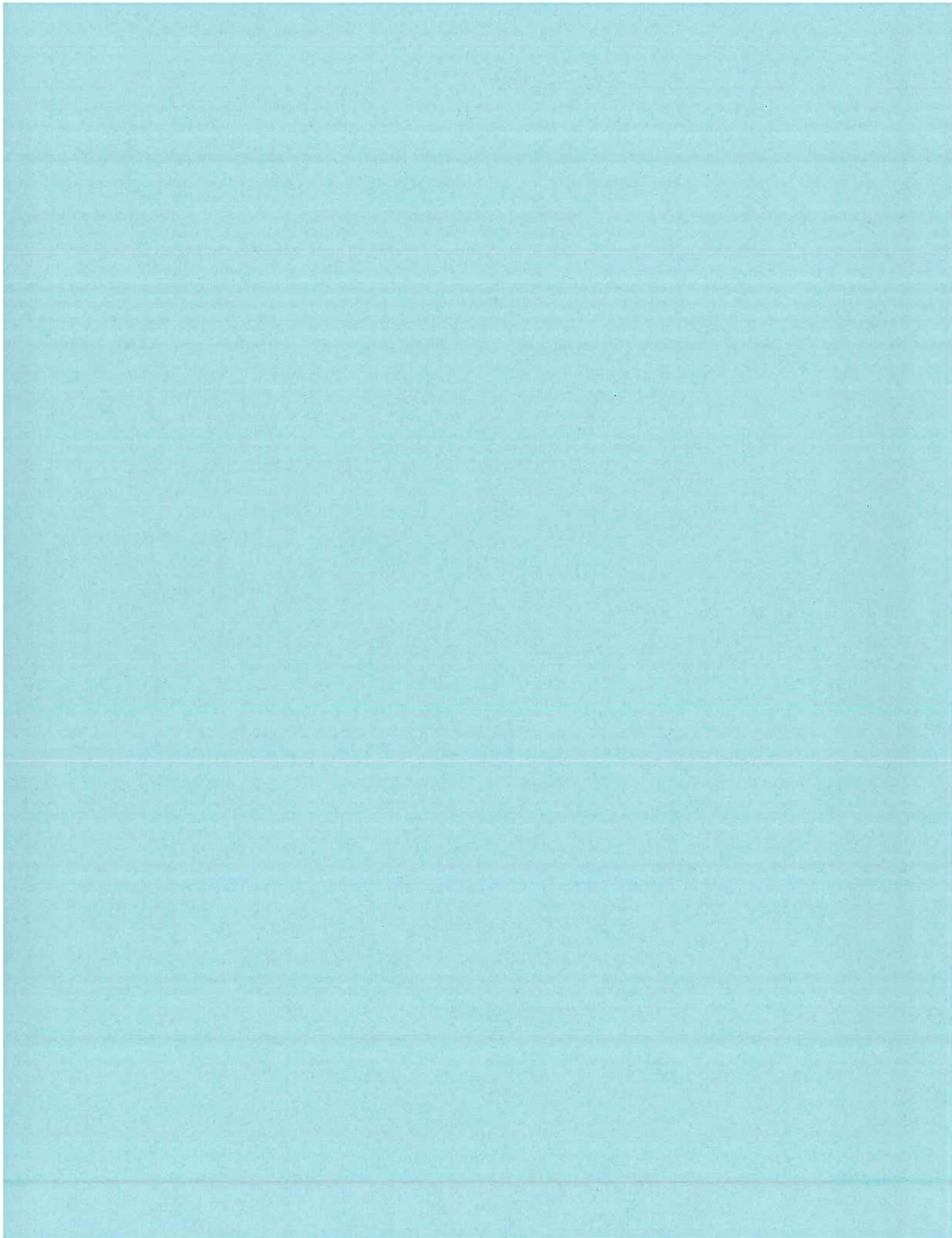
Name: Jeffrey Belford  
Title: Director

**Schedule 2.01**

**Lenders and Commitments**

| Lender                              | Commitments          |                      |                        |                                     |                      |                         |
|-------------------------------------|----------------------|----------------------|------------------------|-------------------------------------|----------------------|-------------------------|
|                                     | Term Commitment      | Revolving Commitment | Subordinate Commitment | Revolving Capex Commitment          | 2019 Commitment      | Total Commitment        |
| Canadian Imperial Bank of Commerce  | Cdn.<br>\$47,500,000 | Cdn.<br>\$4,500,000  | Cdn.<br>\$2,575,234.54 | Cdn.<br>\$3,242,666.06 <sup>3</sup> | Cdn.<br>\$11,500,000 | Cdn.<br>\$69,317,901.60 |
| TriFit Holdings Limited Partnership | Cdn. \$nil           | Cdn. \$nil           | Cdn. \$nil             | Cdn. \$nil                          | Cdn.<br>\$11,500,000 | Cdn.<br>\$11,500,000    |
| <b>Total</b>                        | Cdn.<br>\$47,500,000 | Cdn.<br>\$4,500,000  | Cdn.<br>\$2,575,234.54 | Cdn.<br>\$3,242,666.06              | Cdn.<br>\$23,000,000 | Cdn.<br>\$80,817,901.60 |

<sup>3</sup> On or within 2 days from the Fifth Closing Date, the \$750,000 Capex Loans made by CIBC as a Capex Lender on or about January 31, 2019 shall be repaid from a 2019 Loan to be made by CIBC and the Revolving Capex Commitment will be permanently reduced by such amount.



**THIS AMENDING AGREEMENT** (this “**Amending Agreement**”) made as of 9<sup>th</sup> day of September, 2020.

**BETWEEN :**

**INTERNATIONAL FITNESS HOLDINGS INC.,**

(hereinafter referred to as “**Borrower**”)

- and -

**THE LENDERS** indicated on the signature pages hereto

(hereinafter referred to as “**Lenders**”)

- and -

**CANADIAN IMPERIAL BANK OF COMMERCE,**

(hereinafter referred to as “**Agent**”)

**WHEREAS** the Borrower, the Agent and the Lenders are party to a third amended and restated credit agreement dated as of February 27, 2019 (the “**Credit Agreement**”);

**AND WHEREAS** the parties hereto wish to amend certain terms and conditions of the Credit Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the covenants and agreements contained herein and for other good and valuable considerations, the parties hereto agree to amend the Credit Agreement as provided herein:

**1. General**

In this Amending Agreement (including the recitals) unless otherwise defined or the context otherwise requires, all capitalized terms shall have the respective meanings specified in the Credit Agreement.

**2. To be Read with Credit Agreement**

This Amending Agreement is an amendment to the Credit Agreement. Unless the context of this Amending Agreement otherwise requires, the Credit Agreement and this Amending Agreement shall be read together and shall have effect as if the provisions of the Credit Agreement and this Amending Agreement were contained in one agreement. The term “Agreement” when used in the Credit Agreement means the Credit Agreement as amended, supplemented or modified from time to time.

**3. Amendments**

(a) Section 1.01 of the Credit Agreement is hereby amended by adding the following definition in its proper alphabetical order:

“**Deferred Interest**” is defined in Section 2.07(j).

(b) The Definition of “Revolving Credit Utilization” is hereby deleted and replaced with the following:

“**Revolving Credit Utilization**” shall mean, at any time of determination, the aggregate principal amount of Revolving Loans outstanding at such time excluding any interest that has been capitalized and paid in kind in accordance with Section 2.07.

(c) Section 2.02(e) of the Credit Agreement is hereby amended by deleting “\$2,000,000” and replacing it with “\$250,000.”

(d) Section 2.07 of the Credit Agreement is hereby amended as follows:

(i) Sections 2.07(a), (c), (d) and (e) are hereby amended by adding “and Section 2.07(j)” after “Subject to the provisions of Section 2.08” and prior to “, the”;

(ii) Section 2.07(b) is hereby amended by deleting “The 2019 Loans” and replacing it with “Subject to Section 2.07(j), the 2019 Loans”; and

(iii) a new Section 2.07(j) is added the end thereof:

“For the period commencing on June 1, 2020 and ending on December 31, 2020, the cash-pay portion of the interest payable by the Borrower pursuant to Sections 2.07(a), (b), (c), (d) and (e) shall be deferred until the Maturity Date (the “**Deferred Interest**”) and no interest shall accrue on the Deferred Interest.”

(e) Section 2.14 of the Credit Agreement is hereby amended by:

(i) replacing each reference to “Section 2.14(h)” with “Section 2.14(g)” in Sections 2.14(c), (d), (e), (f) and (i);

(ii) replacing the references to “Section 2.14(b)” and “Section 2.14(g)” with “Section 2.14(c)” in Section 2.14(c);

(iii) replacing the reference to “Section 2.14(b), (d), (e) and (f)” with “Section 2.14(c), (d), (e) and (f)” in Section 2.14(h); and

(iv) deleting Section 2.14(g) it in its entirety and replacing it with the following:

- “(g) Mandatory prepayments of Loans pursuant to Sections 2.14(c), (d), (e) and (f) above shall be applied as follows:
- (a) first, to repay all 2019 Loans made by the 2019 Lenders on or after July 9, 2020 and all Deferred Interest in respect thereof;
  - (b) second, to repay the aggregate of:
    - (i) 50% of the 2019 Loans made by each 2019 Lender (other than CIBC) prior to July 9, 2020; and
    - (ii) all Deferred Interest in respect of the Loans that was not paid in Section (a),  
owing to Lenders in accordance with its proportionate share;
  - (c) third, to repay 50% of the 2019 Loans made by each 2019 Lender (other than CIBC) prior to July 9, 2020;
  - (d) fourth, to repay all 2019 Loans made by CIBC prior to July 9, 2020;
  - (e) fifth, to repay the Term Loans;
  - (f) sixth, to repay the Capex Loans;
  - (g) seventh, to repay the Revolving Loans with the Revolving Commitment being permanently reduced by the amounts so applied on a dollar-for-dollar basis; and
  - (h) eighth, to repay the Subordinate Loans.”

(f) Section 8.04 of the Credit Agreement is hereby amended by deleting it in its entirety and replacing with the following:

**“Section 8.04 Application of Payments.** Notwithstanding any other provision of this Agreement, the proceeds of realization of the Security Documents or any portion thereof and payment of the Obligations on the Maturity Date shall be distributed in the following order:

- (a) first, in payment of all costs and expenses incurred by the Administrative Agent in connection with such realization, including legal, accounting and receivers’ fees and disbursements;
- (b) second, in payment of all costs and expenses incurred by the Lenders in connection with such realization, including legal, accounting and receivers’ fees and disbursements;

- (c) third, against the principal and interest (including Deferred Interest) to each Lender pursuant to all 2019 Loans made by the 2019 Lenders on or after July 9, 2020 in accordance with their proportionate share;
- (d) fourth, against the aggregate of:
  - (i) the principal and interest to each 2019 Lender (other than CIBC) in respect of 50% of the 2019 Loans made by such 2019 Lender prior to July 9, 2020; and
  - (ii) all Deferred Interest that was not paid in Section (c),  
owing to Lenders in accordance with its proportionate share;
- (e) fifth, the principal and interest to each 2019 Lender (other than CIBC) in respect of 50% of the 2019 Loans made by such 2019 Lender prior to July 9, 2020 that was not paid in Section (d) in accordance with its proportionate share;
- (f) sixth, against the principal and interest to CIBC in respect of all 2019 Loans made by CIBC prior to July 9, 2020 that was not paid in Section (d) in accordance with its proportionate share;
- (g) seventh, against all other Obligations owing to the Lenders (excluding Obligations pursuant to the Subordinate Loans) that were not paid in Sections (c), (d), (e) and (f) above to each Lender based on the amount owing to such Lender divided by the aggregate amount owing to all Lenders;
- (h) eighth, against all other Obligations owing to the Subordinate Lenders that were not paid in Sections (c), (d), (e), (f) and (g) above to each Subordinate Lender based on the amount owing to such Subordinate Lender divided by the aggregate amount owing to all Subordinate Lenders; and
- (i) ninth, if all Obligations of the Borrower listed above have been paid and satisfied in full, any surplus proceeds of realization shall be paid to the Borrower unless otherwise required in accordance with applicable law.”

#### **4. Acknowledgement**

CIBC acknowledges that Trifit Holdings Limited Partnership funded a 2019 Loan in the principal amount of \$250,000 on July 9, 2020 (the “**TriFit July 2019 Loan**”) and the last sentence of Section 2.17 of the Credit Agreement shall not apply to the next \$250,000 that CIBC funds as a 2019 Loan. Interest shall accrue on the TriFit July 2019 Loan in accordance with the Credit Agreement, as amended by this Amending Agreement.

**5. Representations and Warranties**

In order to induce the Lenders to enter into this Amending Agreement, the Borrower represents and warrants to the Lenders as follows, which representations and warranties shall survive the execution and delivery hereof:

- (i) the representations and warranties set forth in Article Four of the Credit Agreement (other than Sections 4.06 and 4.23(i)) continue to be true and correct as of the date hereof with reference to facts subsisting on such date except for those representations and warranties which speak to a specific date;
- (ii) all necessary action, corporate or otherwise, has been taken to authorize the execution, delivery and performance of this Amending Agreement by the Borrower. The Borrower has duly executed and delivered this Amending Agreement. This Amending Agreement is a legal, valid and binding obligation of the Borrower enforceable against it by the Agent and the Lenders in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium, reorganization and other laws of general application limiting the enforcement of creditor's rights generally and the fact that the courts may deny the granting or enforcement of equitable remedies; and
- (iii) all approvals and consents required pursuant to any Loan Document in connection with the execution and delivery of the Amending Agreement has been obtained.

**6. Conditions Precedent**

This Amending Agreement shall be effective as of June 1, 2020 once the Lenders are satisfied that the following terms and conditions have been fulfilled or the Lenders have agreed to waive or accept an undertaking regarding the delivery of any of the documentation contemplated herein:

- (i) this Amending Agreement shall have been executed and delivered by the Borrower, the Agent and the Lenders; and
- (ii) the Agent shall have received an executed acknowledgement and confirmation agreement, in form and substance satisfactory to the Agent, from each Obligor as to the continuing effectiveness of Security delivered by it (including the guarantee delivered by it).

**7. Expenses**

The Borrower shall pay all reasonable fees and expenses, including, without limitation, legal fees incurred by the Agent and Lenders in connection with the preparation, negotiation, completion, execution, delivery and review of this Amending Agreement and all other documents and instruments arising therefrom and/or executed in connection therewith.

**8. Continuance of Credit Agreement and Security**

The Credit Agreement, as changed, altered, amended or modified by this Amending Agreement, shall be and continue in full force and effect and is hereby confirmed and the rights and obligations of all parties thereunder shall not be affected or prejudiced in any manner except as specifically provided for herein. It is agreed and confirmed that after giving effect to this Amending Agreement that the Security Documents as it relates to the Borrower secures, *inter alia*, the payment of all of the obligations of the Borrower including, without limitation, the obligations arising under the Credit Agreement, as amended by the terms of this Amending Agreement.

**9. Counterparts**

This Amending Agreement may be executed and delivered by facsimile transmission or PDF via email and each of the parties hereto may rely on such signature as though such signature were an original signature. The Amending Agreement may be executed in any number of separate counterparts all of which when taken together shall constitute one and the same agreement.

**10. Governing Law**

This Amending Agreement shall be construed and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Alberta.

**[INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement as of the day and year first above written.

**INTERNATIONAL FITNESS  
HOLDINGS INC.**

by

Name:  
Title:

  
\_\_\_\_\_  
Name: Jeff Behl  
Title: Director

Name: RYAN GILES  
Title: DIRECTOR

**CANADIAN IMPERIAL BANK OF  
COMMERCE, as Agent**

by Supriya Sarin Digitally signed by Supriya Sarin  
Date: 2020.09.04 11:14:55 -04'00'  
Name:  
Title:  
Brad Kay Digitally signed by  
Brad Kay  
Date: 2020.09.04  
16:57:15 -04'00'  
Name:  
Title:

**CANADIAN IMPERIAL BANK OF  
COMMERCE, as Administrative Agent,  
Fronting Agent, Swingline Lender and a  
Lender**

by Supriya Sarin Digitally signed by Supriya Sarin  
Date: 2020.09.04 11:15:15 -04'00'  
Name:  
Title:  
Brad Kay Digitally signed by Brad  
Kay  
Date: 2020.09.04  
16:57:36 -04'00'  
Name:  
Title:

**TRIFIT HOLDINGS LIMITED  
PARTNERSHIP, by its general partner,  
TRIFIT HOLDINGS (GP) LTD., as a  
2019 Lender**

by \_\_\_\_\_  
Name:  
Title:  
  
\_\_\_\_\_  
Name:  
Title:

**CANADIAN IMPERIAL BANK OF  
COMMERCE, as Agent**

by \_\_\_\_\_  
Name:  
Title:

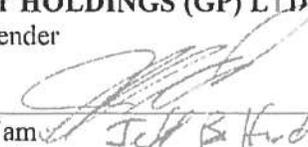
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Name:  
Title:

**CANADIAN IMPERIAL BANK OF  
COMMERCE, as Administrative Agent,  
Fronting Agent, Swingline Lender and a  
Lender**

by \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

**TRIFIT HOLDINGS LIMITED  
PARTNERSHIP, by its general partner,  
TRIFIT HOLDINGS (GP) LTD., as a  
2019 Lender**

by \_\_\_\_\_  
Name:   
Title:

Director  
\_\_\_\_\_  
Name: RYAN GILES  
Title: DIRECTOR



**THIS SECOND AMENDING AGREEMENT** (this “Amending Agreement”) made as of 2<sup>nd</sup> day of February, 2021.

BETWEEN:

**INTERNATIONAL FITNESS HOLDINGS INC.,**

(hereinafter referred to as “Borrower”)

- and -

**THE LENDERS** indicated on the signature pages hereto

(hereinafter referred to as “Lenders”)

- and -

**CANADIAN IMPERIAL BANK OF COMMERCE,**

(hereinafter referred to as “Agent”)

**WHEREAS** the Borrower, the Agent and the Lenders are party to a third amended and restated credit agreement dated as of February 27, 2019, as amended by an amending agreement dated as of September 9, 2020 (the “Credit Agreement”);

**AND WHEREAS** the parties hereto wish to amend certain terms and conditions of the Credit Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the covenants and agreements contained herein and for other good and valuable considerations, the parties hereto agree to amend the Credit Agreement as provided herein:

**1. General**

In this Amending Agreement (including the recitals) unless otherwise defined or the context otherwise requires, all capitalized terms shall have the respective meanings specified in the Credit Agreement.

**2. To be Read with Credit Agreement**

This Amending Agreement is an amendment to the Credit Agreement. Unless the context of this Amending Agreement otherwise requires, the Credit Agreement and this Amending Agreement shall be read together and shall have effect as if the provisions of the Credit Agreement and this Amending Agreement were contained in one agreement. The term “Agreement” when used in the Credit Agreement means the Credit Agreement as amended, supplemented or modified from time to time.

**3. Amendments**

Section 2.07(j) of the Credit Agreement is hereby amended by deleting it in its entirety and replacing with the following:

“For the period commencing on June 1, 2020 and ending on June 30, 2021, the cash-pay portion of the interest payable by the Borrower pursuant to Sections 2.07(a), (b), (c), (d) and (e) shall be deferred until the Maturity Date (the “**Deferred Interest**”) and no interest shall accrue on the Deferred Interest.”

**4. Representations and Warranties**

In order to induce the Lenders to enter into this Amending Agreement, the Borrower represents and warrants to the Lenders as follows, which representations and warranties shall survive the execution and delivery hereof:

- (i) the representations and warranties set forth in Article Four of the Credit Agreement (other than Sections 4.06 and 4.23(i)) continue to be true and correct as of the date hereof with reference to facts subsisting on such date except for those representations and warranties which speak to a specific date;
- (ii) all necessary action, corporate or otherwise, has been taken to authorize the execution, delivery and performance of this Amending Agreement by the Borrower. The Borrower has duly executed and delivered this Amending Agreement. This Amending Agreement is a legal, valid and binding obligation of the Borrower enforceable against it by the Agent and the Lenders in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium, reorganization and other laws of general application limiting the enforcement of creditor’s rights generally and the fact that the courts may deny the granting or enforcement of equitable remedies; and
- (iii) all approvals and consents required pursuant to any Loan Document in connection with the execution and delivery of the Amending Agreement has been obtained.

**5. Acknowledgement**

The Borrower acknowledges, confirms and agrees in favour of the Agent and the Lenders that (i) as of the date hereof, there exist the Events of Default listed in Schedule A attached hereto (the “**Existing Defaults**”), (ii) the Agent and the Lenders have not waived the Existing Defaults, and (iii) the Agent and the Lenders maintain (and have not waived or modified) all rights and remedies available to them pursuant to the Loan Documents and applicable law.

**6. Conditions Precedent**

This Amending Agreement shall be effective as of December 31, 2020 once the Lenders are satisfied that the following terms and conditions have been fulfilled or the Lenders

have agreed to waive or accept an undertaking regarding the delivery of any of the documentation contemplated herein:

- (i) this Amending Agreement shall have been executed and delivered by the Borrower, the Agent and the Lenders; and
- (ii) the Agent shall have received an executed acknowledgement and confirmation agreement, in form and substance satisfactory to the Agent, from each Obligor as to the continuing effectiveness of Security delivered by it (including the guarantee delivered by it).

**7. Expenses**

The Borrower shall pay all reasonable fees and expenses, including, without limitation, legal fees incurred by the Agent and Lenders in connection with the preparation, negotiation, completion, execution, delivery and review of this Amending Agreement and all other documents and instruments arising therefrom and/or executed in connection therewith.

**8. Continuance of Credit Agreement and Security**

The Credit Agreement, as changed, altered, amended or modified by this Amending Agreement, shall be and continue in full force and effect and is hereby confirmed and the rights and obligations of all parties thereunder shall not be affected or prejudiced in any manner except as specifically provided for herein. It is agreed and confirmed that after giving effect to this Amending Agreement that the Security Documents as it relates to the Borrower secures, *inter alia*, the payment of all of the obligations of the Borrower including, without limitation, the obligations arising under the Credit Agreement, as amended by the terms of this Amending Agreement.

**9. Counterparts**

This Amending Agreement may be executed and delivered by facsimile transmission or PDF via email and each of the parties hereto may rely on such signature as though such signature were an original signature. The Amending Agreement may be executed in any number of separate counterparts all of which when taken together shall constitute one and the same agreement.

**10. Governing Law**

This Amending Agreement shall be construed and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Alberta.

**[INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF the parties hereto have executed this Second Amending Agreement as of the day and year first above written.

**INTERNATIONAL FITNESS  
HOLDINGS INC.**

by   
Name: Ryan Giles  
Title: Director

\_\_\_\_\_  
Name:  
Title:

**CANADIAN IMPERIAL BANK OF  
COMMERCE, as Agent**

by Supriya Sarin Digitally signed by Supriya Sarin  
Date: 2021.02.02 11:27:52 -05'00'

Name:

Title:

\_\_\_\_\_  
Name:

Title:

**CANADIAN IMPERIAL BANK OF  
COMMERCE, as Administrative Agent,  
Fronting Agent, Swingline Lender and a  
Lender**

by Supriya Sarin Digitally signed by Supriya Sarin  
Date: 2021.02.02 11:28:12 -05'00'

Name:

Title:

\_\_\_\_\_  
Name:

Title:

**TRIFIT HOLDINGS LIMITED  
PARTNERSHIP, by its general partner,  
TRIFIT HOLDINGS (GP) LTD., as a  
2019 Lender**

by \_\_\_\_\_

Name:

Title:

\_\_\_\_\_  
Name:

Title:

**CANADIAN IMPERIAL BANK OF  
COMMERCE, as Agent**

by \_\_\_\_\_  
Name:  
Title:

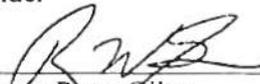
\_\_\_\_\_  
Name:  
Title:

**CANADIAN IMPERIAL BANK OF  
COMMERCE, as Administrative Agent,  
Fronting Agent, Swingline Lender and a  
Lender**

by \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

**TRIFIT HOLDINGS LIMITED  
PARTNERSHIP, by its general partner,  
TRIFIT HOLDINGS (GP) LTD., as a  
2019 Lender**

by  \_\_\_\_\_  
Name: Ryan Giles  
Title: Director

\_\_\_\_\_  
Name:  
Title:

**SCHEDULE "A"**  
**EXISTING DEFAULTS**

- (A) Breach in Minimum EBITDA covenant for the months June 2020, July 2020, August 2020, September 2020, October 2020 and November 2020
- (B) Breach in Minimum Liquidity covenant for the month November 2020

This is Exhibit "C" referred to in the Affidavit of Peter Melnychuk,  
sworn before me in the City of Calgary,  
in the Province of Alberta, on this 26<sup>th</sup> day of April, 2021



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A Commissioner for Oaths in and for the Province of Alberta

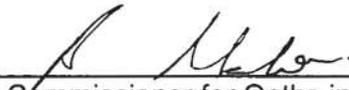
**JAKUB MASLOWSKI**  
**A Commissioner for Oaths**  
**in and for Alberta**  
**Lawyer, Notary Public**

|  | Current Month vs. Budget |           |           |            | Current Month vs. Prior Year Month |          |            |          | Year-to-Date vs. Budget |            |            |           | Year-to-Date vs. Prior Year-to-Date |           |            |          |
|--|--------------------------|-----------|-----------|------------|------------------------------------|----------|------------|----------|-------------------------|------------|------------|-----------|-------------------------------------|-----------|------------|----------|
|  | Actual                   | Budget    | Variance  |            | CM                                 | PYM      | Variance   |          | Actual YTD              | Budget YTD | Variance   |           | Actual YTD                          | Prior YTD | Variance   |          |
|  |                          |           | \$        | %          |                                    |          | \$         | %        |                         |            | \$         | %         |                                     |           | \$         | %        |
| <b>Members (2)</b>   |                          |           |           |            |                                    |          |            |          |                         |            |            |           |                                     |           |            |          |
| Beginning Members  | 39,339                   | 53,227    | (13,888)  | (26.1%)    | 39,339                             | 48,914   | (9,575)    | (19.6%)  | 48,402                  | 48,402     | —          | 0.0%      | 48,402                              | 51,634    | (3,232)    | (6.3%)   |
| New Members  | 259                      | 2,167     | (1,908)   | (88.0%)    | 259                                | 1,020    | (761)      | (74.6%)  | 12,339                  | 25,351     | (13,012)   | (51.3%)   | 12,339                              | 16,929    | (4,590)    | (27.1%)  |
| Cancellations  | 2,438                    | 1,600     | 838       | 52.4%      | 2,438                              | 1,532    | 906        | 59.1%    | 23,581                  | 19,959     | 3,622      | 18.1%     | 23,581                              | 20,161    | 3,420      | 17.0%    |
| Total Ending Members                                       | 37,160                   | 53,794    | (16,634)  | (30.9%)    | 37,160                             | 48,402   | (11,242)   | (23.2%)  | 37,160                  | 53,794     | (16,634)   | (30.9%)   | 37,160                              | 48,402    | (11,242)   | (23.2%)  |
| Net Member Change  | (2,179)                  | 567       | (2,746)   | #          | (2,179)                            | (512)    | (1,667)    | #        | (11,242)                | 5,392      | (16,634)   | #         | (11,242)                            | (3,232)   | (8,010)    | #        |
| Average Members  | 38,250                   | 53,511    | (15,261)  | (28.5%)    | 38,250                             | 48,658   | (10,409)   | (21.4%)  | 42,781                  | 51,098     | (8,317)    | (16.3%)   | 42,781                              | 50,018    | (7,237)    | (14.5%)  |
| Annualized Attrition Rate                                  | 76.5%                    | 35.9%     |           |            | 76.5%                              | 37.8%    |            |          | 55.1%                   | 39.1%      |            |           | 55.1%                               | 40.3%     |            |          |
| Revenue per Average Member (\$)                            | \$88.05                  | \$80.70   | \$7.35    | 9.1%       | \$88.05                            | \$68.29  | \$19.76    | 28.9%    | \$734.21                | \$949.15   | (\$214.94) | (22.6%)   | \$734.21                            | \$939.14  | (\$204.93) | (21.8%)  |
| <b>Revenues:</b>   |                          |           |           |            |                                    |          |            |          |                         |            |            |           |                                     |           |            |          |
| Net Initiation   | \$7                      | \$98      | (\$91)    | (93.2%)    | \$7                                | \$34     | (\$28)     | (80.7%)  | \$344                   | \$1,095    | (\$751)    | (68.6%)   | \$344                               | \$922     | (\$578)    | (62.7%)  |
| Paid in Full Dues  | \$25                     | 42        | (18)      | (41.9%)    | 25                                 | 40       | (15)       | (38.1%)  | 306                     | 509        | (202)      | (39.8%)   | 306                                 | 575       | (269)      | (46.7%)  |
| Net Dues Collected   | \$1,291                  | 2,690     | (1,400)   | (52.0%)    | 1,291                              | 2,257    | (967)      | (42.8%)  | 17,724                  | 31,138     | (13,414)   | (43.1%)   | 17,724                              | 30,288    | (12,565)   | (41.5%)  |
| Personal Training/Nutrition                                | \$458                    | 1,344     | (886)     | (65.9%)    | 458                                | 922      | (465)      | (50.4%)  | 6,516                   | 14,376     | (7,860)    | (54.7%)   | 6,516                               | 14,457    | (7,941)    | (54.9%)  |
| Other Revenues   | \$1,609                  | 145       | 1,465     | 1013.3%    | 1,609                              | 79       | 1,530      | 1943.6%  | 7,314                   | 1,534      | 5,779      | 376.6%    | 7,314                               | 908       | 6,406      | 705.5%   |
| Refunds  | (21)                     | (0)       | (21)      | (24884.5%) | (21)                               | (10)     | (11)       | (113.0%) | (793)                   | (153)      | (641)      | (420.0%)  | (793)                               | (176)     | (617)      | (351.0%) |
| Operating Revenue  | \$3,368                  | \$4,318   | (\$951)   | (22.0%)    | \$3,368                            | \$3,323  | \$45       | 1.4%     | \$31,410                | \$48,500   | (\$17,090) | (35.2%)   | \$31,410                            | \$46,974  | (\$15,564) | (33.1%)  |
| PT Margin  | 102                      | 422       | (320)     | (75.9%)    | 102                                | 199      | (98)       | (49.0%)  | 640                     | 4,484      | (3,844)    | (85.7%)   | 640                                 | 4,216     | (3,576)    | (84.8%)  |
| Advertising & Promotion                                    | \$72                     | \$260     | (\$188)   | (72.4%)    | \$72                               | \$272    | (\$200)    | (73.6%)  | \$1,184                 | \$2,584    | (\$1,400)  | (54.2%)   | \$1,184                             | \$2,292   | (\$1,108)  | (48.4%)  |
| PT   | \$356                    | 922       | (565)     | (61.3%)    | 356                                | 723      | (367)      | (50.7%)  | 5,876                   | 9,892      | (4,017)    | (40.6%)   | 5,876                               | 10,241    | (4,365)    | (42.6%)  |
| Club Wages   | \$497                    | 1,141     | (644)     | (56.4%)    | 497                                | 1,046    | (549)      | (52.5%)  | 7,988                   | 14,081     | (6,092)    | (43.3%)   | 7,988                               | 13,626    | (5,637)    | (41.4%)  |
| TRP / Member Service                                       | \$0                      | —         | 0         | NA         | 0                                  | —        | 0          | NA       | 4                       | —          | 4          | NA        | 4                                   | —         | 4          | NA       |
| Maintenance  | \$96                     | 104       | (7)       | (7.2%)     | 96                                 | 111      | (15)       | (13.7%)  | 1,456                   | 1,522      | (66)       | (4.4%)    | 1,456                               | 1,657     | (202)      | (12.2%)  |
| Other Direct Expenses                                      | \$278                    | 441       | (163)     | (36.9%)    | 278                                | 444      | (166)      | (37.4%)  | 3,764                   | 4,795      | (1,031)    | (21.5%)   | 3,764                               | 4,876     | (1,112)    | (22.8%)  |
| Other Fixed Expenses                                       | 1,094                    | 1,013     | 81        | 8.0%       | 1,094                              | 1,161    | (66)       | (5.7%)   | 11,968                  | 12,388     | (420)      | (3.4%)    | 11,968                              | 13,520    | (1,552)    | (11.5%)  |
| Total Controllable Direct Expenses                         | \$2,394                  | \$3,880   | (\$1,486) | (38.3%)    | \$2,394                            | \$3,757  | (\$1,363)  | (36.3%)  | \$32,240                | \$45,262   | (\$13,022) | (28.8%)   | \$32,240                            | \$46,212  | (\$13,972) | (30.2%)  |
| Club-Level EBITDA  | \$973                    | \$438     | \$535     | 122.3%     | \$973                              | (\$435)  | \$1,408    | 324.0%   | (\$830)                 | \$3,238    | (\$4,067)  | (125.6%)  | (\$830)                             | \$762     | (\$1,591)  | (208.9%) |
| as a % of Revenue  | 28.9%                    | 10.1%     |           |            | 28.9%                              | (13.1%)  |            |          | (2.6%)                  | 6.7%       |            |           | (2.6%)                              | 1.6%      |            |          |
| Head Office Wages  | \$392                    | \$372     | \$20      | 5.4%       | \$392                              | \$422    | (\$29)     | (6.9%)   | \$4,743                 | \$4,519    | \$224      | 5.0%      | \$4,743                             | \$4,280   | \$464      | 10.8%    |
| Management Fees  | —                        | 24        | (24)      | (100.0%)   | —                                  | 24       | (24)       | (100.0%) | 3                       | 288        | (285)      | (99.1%)   | 3                                   | 289       | (286)      | (99.1%)  |
| Other G&A  | 248                      | 271       | (23)      | (8.5%)     | 248                                | (63)     | 311        | 492.6%   | 2,672                   | 3,886      | (1,214)    | (31.2%)   | 2,672                               | 3,405     | (733)      | (21.5%)  |
| Total Expenses   | \$3,035                  | \$4,548   | (\$1,513) | (33.3%)    | \$3,035                            | \$4,139  | (\$1,105)  | (26.7%)  | \$39,658                | \$53,955   | (\$14,297) | (26.5%)   | \$39,658                            | \$54,186  | (\$14,528) | (26.8%)  |
| EBITDA   | \$333                    | (\$229)   | \$562     | 245.3%     | \$333                              | (\$817)  | \$1,150    | 140.8%   | (\$8,248)               | (\$5,456)  | (\$2,792)  | (51.2%)   | (\$8,248)                           | (\$7,212) | (\$1,036)  | (14.4%)  |
| Interest Income  | —                        | —         | —         | NA         | —                                  | (\$39)   | \$39       | 100.0%   | \$0                     | —          | \$0        | NA        | \$0                                 | (\$39)    | \$39       | 100.0%   |
| Interest Expense   | 493                      | 869       | (376)     | (43.2%)    | 493                                | (15,771) | 16,265     | 103.1%   | 5,629                   | 10,433     | (4,804)    | (46.0%)   | 5,629                               | (6,086)   | 11,715     | 192.5%   |
| Amortization of Intangibles & Depreciation of Fixed Assets | 381                      | 446       | (65)      | (14.6%)    | 381                                | 474      | (93)       | (19.6%)  | 5,031                   | 5,352      | (321)      | (6.0%)    | 5,031                               | 5,766     | (735)      | (12.7%)  |
| Gain/Loss on Fgn Exchange                                  | 0                        | —         | 0         | NA         | 0                                  | 0        | (0)        | (39.1%)  | 0                       | (0)        | 0          | 217.4%    | 0                                   | 2         | (2)        | (89.4%)  |
| Gain/Loss on Disposal of FA                                | —                        | (1)       | 1         | 100.0%     | —                                  | —        | —          | NA       | (131)                   | (5)        | (126)      | (2730.0%) | (131)                               | (82)      | (48)       | (58.9%)  |
| Net Income before Tax                                      | (\$541)                  | (\$1,544) | \$1,002   | 64.9%      | (\$541)                            | \$14,520 | (\$15,061) | (103.7%) | (\$18,778)              | (\$21,235) | \$2,458    | 11.6%     | (\$18,778)                          | (\$6,772) | (\$12,005) | (177.3%) |
| Income Tax   | —                        | —         | —         | NA         | —                                  | —        | —          | NA       | —                       | (\$1,182)  | \$1,182    | 100.0%    | —                                   | \$1       | (\$1)      | (100.0%) |
| Net Income (GAAP)  | (\$541)                  | (\$1,544) | \$1,002   | 64.9%      | (\$541)                            | \$14,520 | (\$15,061) | (103.7%) | (\$18,777.7)            | (\$20,053) | \$1,276    | 6.4%      | (\$18,778)                          | (\$6,773) | (\$12,004) | (177.2%) |

|  | Current Month vs. Budget |         |          |          | Current Month vs. Prior Year Month |         |          |          | Year-to-Date vs. Budget |            |           |         | Year-to-Date vs. Prior Year-to-Date |           |           |         |  |
|--|--------------------------|---------|----------|----------|------------------------------------|---------|----------|----------|-------------------------|------------|-----------|---------|-------------------------------------|-----------|-----------|---------|--|
|  | Actual                   | Budget  | Variance |          | CM                                 | PYM     | Variance |          | Actual YTD              | Budget YTD | Variance  |         | Actual YTD                          | Prior YTD | Variance  |         |  |
|  |                          |         | \$       | %        |                                    |         | \$       | %        |                         |            | \$        | %       |                                     |           | \$        | %       |  |
| <b>Fully Adjusted EBITDA Calculation</b> |                          |         |          |          |                                    |         |          |          |                         |            |           |         |                                     |           |           |         |  |
| EBITDA                                   | \$333                    | (\$229) | \$562    | 245.3%   | \$333                              | (\$817) | \$1,150  | 140.8%   | (\$8,248)               | (\$5,456)  | (\$2,792) | (51.2%) | (\$8,248)                           | (\$7,212) | (\$1,036) | (14.4%) |  |
| Deferred Rent                            | 42                       | 46      | (4)      | (8.4%)   | 42                                 | 118     | (76)     | (64.3%)  | 502                     | 573        | (71)      | (12.3%) | 502                                 | 452       | 50        | 11.0%   |  |
| Internal Unadjusted EBITDA               | \$375                    | (\$183) | \$558    | 304.4%   | \$375                              | (\$699) | \$1,074  | 153.6%   | (\$7,746)               | (\$4,883)  | (\$2,863) | (58.6%) | (\$7,746)                           | (\$6,760) | (\$986)   | (14.6%) |  |
| % Margin                                 | 11.1%                    | (4.2%)  |          |          | 11.1%                              | (21.0%) |          |          | (24.7%)                 | (10.1%)    |           |         | (24.7%)                             | (14.4%)   |           |         |  |
| <b>Management Adjustments</b>            |                          |         |          |          |                                    |         |          |          |                         |            |           |         |                                     |           |           |         |  |
| Transaction Legal Fees                   | -                        | -       | -        | NA       | -                                  | -       | -        | NA       | -                       | -          | -         | NA      | -                                   | -         | -         | NA      |  |
| Transaction Fees                         | -                        | -       | -        | NA       | -                                  | -       | -        | NA       | -                       | -          | -         | NA      | -                                   | -         | -         | NA      |  |
| Mingl Fees & Out of Pocket Expense       | -                        | 24      | (24)     | (100.0%) | -                                  | 24      | (24)     | (100.0%) | 3                       | 286        | (284)     | (99.1%) | 3                                   | 289       | (286)     | (99.1%) |  |
| 21st Mgt Fee                             | -                        | -       | -        | NA       | -                                  | -       | -        | NA       | -                       | -          | -         | NA      | -                                   | -         | -         | NA      |  |
| Paramount Mgt Fee                        | -                        | -       | -        | NA       | -                                  | -       | -        | NA       | -                       | -          | -         | NA      | -                                   | -         | -         | NA      |  |
| Severance                                | -                        | -       | -        | NA       | -                                  | -       | -        | NA       | -                       | -          | -         | NA      | -                                   | -         | -         | NA      |  |
| Integration Consulting/Other Adjustments | -                        | -       | -        | NA       | -                                  | -       | -        | NA       | -                       | -          | -         | NA      | -                                   | -         | -         | NA      |  |
| Internal Adjusted EBITDA                 | \$375                    | (\$159) | \$534    | 335.2%   | \$375                              | (\$675) | \$1,050  | 155.5%   | (\$7,743)               | (\$4,597)  | (\$3,147) | (68.5%) | (\$7,743)                           | (\$6,471) | (\$1,272) | (19.7%) |  |
| % Margin                                 | 11.1%                    | (3.7%)  |          |          | 11.1%                              | (20.3%) |          |          | (24.7%)                 | (9.5%)     |           |         | (24.7%)                             | (13.8%)   |           |         |  |
| Total New Club Adjustment <sup>(1)</sup> | -                        | -       | -        | NA       | -                                  | -       | -        | NA       | -                       | -          | -         | NA      | -                                   | -         | -         | NA      |  |
| Fully Adjusted EBITDA                    | \$375                    | (\$159) | \$534    | 335.2%   | \$375                              | (\$675) | \$1,050  | 155.5%   | (\$7,743)               | (\$4,597)  | (\$3,147) | (68.5%) | (\$7,743)                           | (\$6,471) | (\$1,272) | (19.7%) |  |
| % Margin                                 | 11.1%                    | (3.7%)  |          |          | 11.1%                              | (20.3%) |          |          | (24.7%)                 | (9.5%)     |           |         | (24.7%)                             | (13.8%)   |           |         |  |

| (\$ in CAD thousands)                | Current Month    | Prior Month      | Prior Yr Close     | Jan Close          | Feb Close          | Mar Close          | Apr Close          | May Close          | Jun Close          | Jul Close          | Aug Close          | Sep Close          | Oct Close          | Nov Close          | Dec Close          |
|--------------------------------------|------------------|------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Bank                                 | \$741            | \$1,025          | 5,131              | 3,500              | 2,875              | 2,124              | 789                | 1,682              | 802                | 1,098              | 1,672              | 1,676              | 1,102              | 1,025              | 741                |
| Accounts Receivable <sup>(1,2)</sup> | 2,154            | 1,343            | 4,925              | 4,604              | 4,148              | 2,388              | 1,521              | 1,459              | 1,535              | 1,747              | 1,412              | 1,132              | 1,308              | 1,343              | 2,154              |
| Prepaid Expenses                     | 110              | 91               | 138                | 492                | 536                | 514                | 54                 | 26                 | 69                 | 211                | 222                | 223                | 218                | 91                 | 110                |
| Deposits                             | 731              | 785              | 729                | 727                | 749                | 790                | 788                | 788                | 812                | 790                | 790                | 790                | 785                | 785                | 731                |
| Inventory                            | 98               | 126              | 127                | 101                | 99                 | 90                 | 90                 | 90                 | 90                 | 163                | 165                | 152                | 150                | 126                | 98                 |
| Short Term Loans                     | -                | -                | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  |
|                                      | <b>\$3,834</b>   | <b>\$3,371</b>   | <b>\$ 11,051</b>   | <b>\$ 9,424</b>    | <b>\$ 8,406</b>    | <b>\$ 5,905</b>    | <b>\$ 3,241</b>    | <b>\$ 4,045</b>    | <b>\$ 3,308</b>    | <b>\$ 4,009</b>    | <b>\$ 4,261</b>    | <b>\$ 3,973</b>    | <b>\$ 3,564</b>    | <b>\$ 3,371</b>    | <b>\$ 3,834</b>    |
| Net Deferred Financing Fees          | \$542            | \$553            | 587                | 616                | 592                | 683                | 520                | 496                | 614                | 592                | 570                | 546                | 558                | 553                | 542                |
| Fixed Assets (1)                     | 18,069           | 19,185           | 22,349             | 22,496             | 22,723             | 22,601             | 22,594             | 22,198             | 22,118             | 21,202             | 20,353             | 20,170             | 19,480             | 19,185             | 18,069             |
| Advances Receivable                  | 0                | 0                | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  |
| Future Income Taxes                  | (0)              | (0)              | (0)                | (0)                | (0)                | (0)                | (0)                | (0)                | (0)                | (0)                | (0)                | (0)                | (0)                | (0)                | (0)                |
| Intangible Assets                    | (98)             | (98)             | 171                | 147                | 122                | 98                 | 73                 | 49                 | 24                 | (0)                | (24)               | (49)               | (73)               | (98)               | (98)               |
| Goodwill                             | (0)              | (0)              | (0)                | (0)                | (0)                | (0)                | (0)                | (0)                | (0)                | (0)                | (0)                | (0)                | (0)                | (0)                | (0)                |
| <b>TOTAL ASSETS</b>                  | <b>\$22,347</b>  | <b>\$23,011</b>  | <b>\$ 34,159</b>   | <b>\$ 32,683</b>   | <b>\$ 31,844</b>   | <b>\$ 29,286</b>   | <b>\$ 26,429</b>   | <b>\$ 26,787</b>   | <b>\$ 26,064</b>   | <b>\$ 25,803</b>   | <b>\$ 25,160</b>   | <b>\$ 24,639</b>   | <b>\$ 23,528</b>   | <b>\$ 23,011</b>   | <b>\$ 22,347</b>   |
| Trades Payable                       | \$826            | \$619            | 1,195              | 1,059              | 1,069              | 933                | 989                | 1,514              | 1,574              | 986                | 1,252              | 502                | 457                | 619                | 826                |
| Accrued Liabilities                  | 4,789            | 5,333            | 2,740              | 2,901              | 2,911              | 2,973              | 3,414              | 3,835              | 4,511              | 4,625              | 5,036              | 5,435              | 5,330              | 5,333              | 4,789              |
| GST Payable                          | 13               | (8)              | 5                  | 35                 | 16                 | 9                  | (8)                | (7)                | 32                 | 67                 | 24                 | 40                 | 25                 | (8)                | 13                 |
| Wages and Benefits Payable           | 702              | 1,107            | 1,471              | 1,714              | 1,653              | 1,627              | 640                | 697                | 779                | 1,018              | 1,018              | 1,098              | 1,112              | 1,107              | 702                |
| Due to Affiliated Companies          | -                | -                | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  |
| Deferred Rent                        | 3,770            | 3,728            | 3,268              | 3,298              | 3,352              | 3,406              | 3,456              | 3,489              | 3,530              | 3,569              | 3,607              | 3,645              | 3,683              | 3,728              | 3,770              |
| Income Tax Payable                   | 0                | 0                | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  |
| Deferred Revenue <sup>(1,2)</sup>    | 3,085            | 3,298            | 5,774              | 5,199              | 4,780              | 4,781              | 5,435              | 6,149              | 6,684              | 5,923              | 5,021              | 4,117              | 3,742              | 3,298              | 3,085              |
|                                      | <b>\$13,185</b>  | <b>\$14,077</b>  | <b>\$ 14,452</b>   | <b>\$ 14,206</b>   | <b>\$ 13,781</b>   | <b>\$ 13,728</b>   | <b>\$ 13,924</b>   | <b>\$ 15,677</b>   | <b>\$ 17,110</b>   | <b>\$ 16,188</b>   | <b>\$ 15,959</b>   | <b>\$ 14,837</b>   | <b>\$ 14,349</b>   | <b>\$ 14,077</b>   | <b>\$ 13,185</b>   |
| Long Term Debt (A)                   | \$71,942         | \$71,481         | 67,238             | 67,363             | 68,225             | 68,718             | 68,853             | 68,995             | 69,133             | 69,573             | 69,869             | 70,532             | 70,835             | 71,481             | 71,942             |
| Notes Payable & Other                | 33,503           | 33,196           | 29,974             | 30,075             | 30,914             | 31,383             | 31,495             | 31,611             | 31,725             | 32,139             | 32,284             | 32,551             | 32,700             | 33,196             | 33,503             |
| Shareholder's Loans                  | -                | -                | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  |
|                                      | <b>\$105,445</b> | <b>\$104,676</b> | <b>\$ 97,212</b>   | <b>\$ 97,438</b>   | <b>\$ 99,139</b>   | <b>\$ 100,101</b>  | <b>\$ 100,348</b>  | <b>\$ 100,606</b>  | <b>\$ 100,858</b>  | <b>\$ 101,712</b>  | <b>\$ 102,153</b>  | <b>\$ 103,083</b>  | <b>\$ 103,535</b>  | <b>\$ 104,676</b>  | <b>\$ 105,445</b>  |
| Share Capital                        | \$35,304         | \$35,304         | 35,304             | 35,304             | 35,304             | 35,304             | 35,304             | 35,304             | 35,304             | 35,304             | 35,304             | 35,304             | 35,304             | 35,304             | 35,304             |
| Retained Earnings                    | (131,588)        | (131,046)        | (112,810)          | (114,265)          | (116,381)          | (119,847)          | (123,148)          | (124,799)          | (127,209)          | (127,402)          | (128,257)          | (128,585)          | (129,660)          | (131,046)          | (131,588)          |
|                                      | <b>-\$96,283</b> | <b>-\$95,742</b> | <b>(\$ 77,506)</b> | <b>(\$ 78,961)</b> | <b>(\$ 81,077)</b> | <b>(\$ 84,543)</b> | <b>(\$ 87,844)</b> | <b>(\$ 89,495)</b> | <b>(\$ 91,905)</b> | <b>(\$ 92,097)</b> | <b>(\$ 92,953)</b> | <b>(\$ 93,280)</b> | <b>(\$ 94,356)</b> | <b>(\$ 95,742)</b> | <b>(\$ 96,283)</b> |
| <b>TOTAL LIABILITIES AND EQUITY</b>  | <b>\$22,347</b>  | <b>\$23,011</b>  | <b>\$ 34,159</b>   | <b>\$ 32,683</b>   | <b>\$ 31,844</b>   | <b>\$ 29,286</b>   | <b>\$ 26,429</b>   | <b>\$ 26,787</b>   | <b>\$ 26,064</b>   | <b>\$ 25,803</b>   | <b>\$ 25,160</b>   | <b>\$ 24,639</b>   | <b>\$ 23,528</b>   | <b>\$ 23,011</b>   | <b>\$ 22,347</b>   |

This is Exhibit "D" referred to in the Affidavit of Peter Melnychuk,  
sworn before me in the City of Calgary,  
in the Province of Alberta, on this 26<sup>th</sup> day of April, 2021

  
\_\_\_\_\_  
A Commissioner for Oaths in and for the Province of Alberta

**JAKUB MASLOWSKI**  
**A Commissioner for Oaths**  
**in and for Alberta**  
**Lawyer, Notary Public**

Search ID #: Z13751174

Transmitting Party

STIKEMAN ELLIOTT LLP

4300 BANKERS HALL WEST-888 3 ST SW  
CALGARY, AB T2P 5C5

Party Code: 50073519

Phone #: 403 266 9000

Reference #: 137923-1006

Search ID #: Z13751174

Date of Search: 2021-Apr-23

Time of Search: 10:10:12

**Business Debtor Search For:**

INTERNATIONAL FITNESS HOLDINGS INC.

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.



Search ID #: Z13751174

**Business Debtor Search For:**

INTERNATIONAL FITNESS HOLDINGS INC.

Search ID #: Z13751174

Date of Search: 2021-Apr-23

Time of Search: 10:10:12

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Registration Number: 11030731245  
Registration Date: 2011-Mar-07

Registration Type: SECURITY AGREEMENT  
Registration Status: Current  
Expiry Date: 2027-Mar-07 23:59:59

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Exact Match on: Debtor No: 3

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**Amendments to Registration**

|             |           |             |
|-------------|-----------|-------------|
| 13032807241 | Amendment | 2013-Mar-28 |
| 14040433703 | Amendment | 2014-Apr-04 |
| 14081211885 | Amendment | 2014-Aug-12 |
| 21040125974 | Amendment | 2021-Apr-01 |

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**Debtor(s)**

**Block**

1 WORLD HEALTH CLUB INC.  
UNIT 400, 301-8TH AVENUE SW  
CALGARY, AB T2P 4K1

**Status**

Deleted by  
14081211885

**Block**

2 INTERNATIONAL FITNESS HOLDINGS LP  
UNIT 400, 301-8TH AVENUE SW  
CALGARY, AB T2P 4K1

**Status**

Current by  
14081211885

**Block**

3 INTERNATIONAL FITNESS HOLDINGS INC.  
400, 301 8 AVENUE SW  
CALGARY, AB T2P 4K1

**Status**

Current by  
14081211885

**Secured Party / Parties**

**Block**

1 4087844 CANADA INC.  
1700, 335-8TH AVENUE SW  
CALGARY, AB T2P 1C9

**Status**

Deleted by  
14040433703

Search ID #: Z13751174

**Block**

2 BANKERS HALL LP  
1700, 335 - 8TH AVENUE SW  
CALGARY, AB T2P 1C9

**Status**

Deleted by  
21040125974

**Block**

3 BCIMC REALTY CORPORATION  
1700, 335 - 8TH AVENUE SW  
CALGARY, AB T2P 1C9

**Status**

Deleted by  
21040125974

**Block**

4 BANKERS HALL GP INC.  
1700, 335 - 8TH AVENUE SW  
CALGARY, AB T2P 1C9

**Status**

Deleted by  
21040125974

**Block**

5 BANKERS HALL GP TRUST  
1700, 335 - 8TH AVENUE SW  
CALGARY, AB T2P 1C9

**Status**

Deleted by  
21040125974

**Block**

6 BANKERS HALL LP  
1700, 335 - 8TH AVENUE SW  
CALGARY, AB T2P 1C9  
Email: WestLawDept@brookfield.com

**Status**

Current by  
21040125974

**Block**

7 BANKERS HALL GP INC.  
1700, 335 - 8TH AVENUE SW  
CALGARY, AB T2P 1C9  
Email: WestLawDept@brookfield.com

**Status**

Current by  
21040125974

**Block**

8 BCIMC REALTY CORPORATION  
1700, 335 - 8TH AVENUE SW  
CALGARY, AB T2P 1C9  
Email: WestLawDept@brookfield.com

**Status**

Current by  
21040125974

**Block**

9 BANKERS HALL GP TRUST  
1700, 335 - 8TH AVENUE SW  
CALGARY, AB T2P 1C9  
Email: WestLawDept@brookfield.com

**Status**

Current by  
21040125974

Search ID #: Z13751174

**Collateral: General**

| <b><u>Block</u></b> | <b><u>Description</u></b>  | <b><u>Status</u></b>      |
|---------------------|--|---------------------------|
| 1                   | Any and all personal property arising from, related to, associated with or created by the instruments, documents, agreements, leases, personal property and all other items, things, interest, tangibles, intangibles or matters including the lease, the right the Tenant or its successors, assigns and legal representatives (including, any Tenant's receiver), leasehold improvements & fixtures, the deposit, the letter of credit, inclusive of this definition of "Landlord's Priority Collateral" and any and all interests of the Tenant therein or thereto; and, proceeds of any or all of the foregoing personal property described above including, all proceeds derived from arising from, with respect to or in any way related to the sale, realization, disposition, loss, destruction of or damage to any or all of the foregoing personal property described above inclusive of the "Landlord's Priority Collateral".   | Current                   |
| 2                   | <p>For the purposes of clarification, "Landlord's Priority Collateral" means, collectively:</p> <ul style="list-style-type: none"> <li>(i) the premises lease dated December 10, 2010 between the Debtor, as tenant, and the Secured Party, as landlord, and all amendments, renewals or extensions thereof (collectively, the "Lease"), which Lease demises and leases to the Debtor, land the Debtor s permitted successors or permitted assigns, that certain premises municipally addressed as Unit #400, 1301-8 Avenue SW, Calgary, Alberta (the "Premises");</li> <li>(ii) all Personal Property of any kind related to, created by or with respect to the interest of the Debtor, and the Debtor's permitted successors or permitted assigns, in, to or created by the Lease including, without limitation, the right of the Debtor, or the Debtor s permitted successors, permitted assigns, legal representatives (including, without limitation, any "Tenant's Receiver" (as such term is defined below)) to use, occupy or carry on business at, from or within the Premises;</li> <li>(iii) all Personal Property of any kind related to, created by or with respect to the interest of the Debtor, and the Debtor's permitted successors or permitted assigns, in, to or with respect to the Leasehold Improvements (as such term is defined in the Lease) or any "Fixtures" (as defined in the Lease) or any Accessions thereto or thereof from time to time;</li> <li>(iv) the "Deposit" (as defined in the Lease") paid by the Debtor to the Secured Party pursuant to the Lease and all Personal Property related to, created by or with respect to such "Deposit";</li> <li>(v) the "L/C" (as defined in the Lease") arranged by the Debtor in favour of the Secured Party pursuant to the Lease and all Personal Property related to, created by or with respect to such "L/C";</li> <li>(iv) any and all Personal Property arising from, related to, associated with or created by the instruments, documents, agreements, leases, Personal Property, property and all other items, things, interests, tangibles, intangibles or matters described above in paragraphs (i) to (v) inclusive and any and all interests of the Debtor, and the Debtor's permitted successors or permitted assigns, therein or thereto; and</li> <li>(vii) Proceeds of any or all of the foregoing Personal Property described above in paragraphs (i) to (vi) inclusive including, without limitation, all Proceeds derived from, arising from, with respect to or in any way related to the sale, realization, disposition, loss, destruction of or damage to any or all of the foregoing Personal Property described above in paragraphs (i) to (vi) inclusive.</li> </ul> <p>The defined terms "Personal Property", "Accessions" and "Proceeds" all adopt the same meaning as is ascribed to such words by the Personal Property Security Act (Alberta) and the defined term "Tenant's Receiver" means any receiver, receiver-manager, trustee-in-bankruptcy, monitor, liquidator, agent of a secured creditor or creditor, or any person acting in a similar capacity or exercising similar statutory, equitable or legal rights or similar powers with respect to the Debtor, the Debtor's permitted successors or permitted assigns, or the Debtor's or the Debtor s permitted successors' or permitted assigns' respective business, assets, undertaking or property.</p> | Current By<br>13032807241 |

Search ID #: Z13751174

**Particulars**

**Block**    **Additional Information**

**Status**

1        THE COMPLETE ADDRESS OF THE SECURED PARTY IS : C/O BROOKFIELD  
          PROPERTIES MANAGEMENT COPPORATION, 1700, 335-8TH AVENUE SW,  
          CALGARY, AB.T2P 1C9 ATTENTION:LAW DEPARTMENT, FACSIMILE:(403)770-7210.

Current

**Block**    **Additional Information**

**Status**

2        THE COMPLETE ADDRESS OF ALL THE SECURED PARTIES ARE : C/O  
          BROOKFIELD OFFICE PROPERTIES MANAGEMENT LP, 1700, 335 - 8TH AVENUE  
          SW, CALGARY, AB T2P 1C9. ATTENTION: LAW DEPARTMENT, FACSIMILE:  
          (403)770-7210.

Current By  
14040433703

**Block**    **Additional Information**

**Status**

3        THE COMPLETE ADDRESS OF ALL THE SECURED PARTIES ARE : C/O  
          BROOKFIELD PROPERTIES CANADA MANAGEMENT LP, 1210, 225 - 6TH AVENUE  
          SW, CALGARY, AB T2P 1N2. ATTENTION: LAW DEPARTMENT, FACSIMILE:  
          (403) 770-7210.

Current By  
21040125974

Search ID #: Z13751174

**Business Debtor Search For:**

INTERNATIONAL FITNESS HOLDINGS INC.

Search ID #: Z13751174

Date of Search: 2021-Apr-23

Time of Search: 10:10:12

Registration Number: 14073011248

Registration Date: 2014-Jul-30

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor No: 2

**Amendments to Registration**

14080135444

Amendment

2014-Aug-01

**Debtor(s)**

**Block**

1 SPA LADY INC.  
7222 EDMONTON BLVD. NW  
CALGARY, AB T3A 2X7

**Status**

Deleted by  
14080135444

**Block**

2 INTERNATIONAL FITNESS HOLDINGS INC.  
7222 EDMONTON BLVD. NW  
CALGARY, AB T3A 2X7

**Status**

Current by  
14080135444

**Secured Party / Parties**

**Block**

1 CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT  
161 BAY STREET, 8TH FLOOR, BROOKFIELD PL  
TORONTO, ON M1J 2S8

**Status**

Current

**Particulars**

**Block** **Additional Information**

1 The complete address of the secured party is 161 Bay Street, 8th Floor, Brookfield Place Toronto, Ontario, M1J 2S8

**Status**

Current

**Block** **Additional Information**

2 The Debtor in block 1 has changed it's name due to an Amalgamation.

**Status**

Current By  
14080135444

Search ID #: Z13751174

**Business Debtor Search For:**

INTERNATIONAL FITNESS HOLDINGS INC.

Search ID #: Z13751174

Date of Search: 2021-Apr-23

Time of Search: 10:10:12

Registration Number: 14073011258

Registration Date: 2014-Jul-30

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Jul-30 23:59:59

Exact Match on: Debtor No: 2

**Amendments to Registration**

14080135515

Amendment

2014-Aug-01

**Debtor(s)**

**Block**

1 SPA LADY INC.  
7222 EDMONTON BLVD. NW  
CALGARY, AB T3A 2X7

**Status**

Deleted by  
14080135515

**Block**

2 INTERNATIONAL FITNESS HOLDINGS INC.  
7222 EDMONTON BLVD. NW  
CALGARY, AB T3A 2X7

**Status**

Current by  
14080135515

**Secured Party / Parties**

**Block**

1 CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT  
161 BAY STREET, 8TH FLOOR, BROOKFIELD PL  
TORONTO, ON M1J 2S8

**Status**

Current

**Collateral: General**

**Block**

1 All present and after acquired personal property of the debtor.

**Status**

Current

**Particulars**

**Block**

1 The complete address of the secured party is 161 Bay Street, 8th Floor, Brookfield Place Toronto, Ontario, M1J 2S8

**Status**

Current

Search ID #: Z13751174

**Block**    **Additional Information**

**Status**

2            The Debtor in block 1 has changed it's name due to an Amalgamation.

Current By  
14080135515

Search ID #: Z13751174

**Business Debtor Search For:**

INTERNATIONAL FITNESS HOLDINGS INC.

Search ID #: Z13751174

Date of Search: 2021-Apr-23

Time of Search: 10:10:12

---

Registration Number: 14073011284

Registration Type: LAND CHARGE

Registration Date: 2014-Jul-30

Registration Status: Current

Registration Term: Infinity

---

Exact Match on:

Debtor

No: 1

---

**Debtor(s)**

**Block**

**Status**

Current

1 INTERNATIONAL FITNESS HOLDINGS INC.  
7222 EDMONTON BLVD. NW  
CALGARY, AB T3A 2X7

**Secured Party / Parties**

**Block**

**Status**

Current

1 CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT  
161 BAY STREET, 8TH FLOOR, BROOKFIELD PL  
TORONTO, ON M1J 2S8

**Particulars**

**Block**

**Additional Information**

**Status**

1 The complete address of the secured party is 161 Bay Street, 8th Floor, Brookfield  
PlaceToronto, Ontario, M1J 2S8

Current

Search ID #: Z13751174

**Business Debtor Search For:**

INTERNATIONAL FITNESS HOLDINGS INC.

Search ID #: Z13751174

Date of Search: 2021-Apr-23

Time of Search: 10:10:12

---

Registration Number: 14073011314

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Jul-30

Registration Status: Current

Expiry Date: 2024-Jul-30 23:59:59

---

Exact Match on: Debtor No: 1

---

**Debtor(s)**

**Block**

**Status**

1 INTERNATIONAL FITNESS HOLDINGS INC.  
7222 EDMONTON BLVD. NW  
CALGARY, AB T3A 2X7

Current

**Secured Party / Parties**

**Block**

**Status**

1 CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT  
161 BAY STREET, 8TH FLOOR, BROOKFIELD PL  
TORONTO, ON M1J 2S8

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 All present and after acquired personal property of the debtor.

Current

**Particulars**

**Block**

**Additional Information**

**Status**

1 The complete address of the secured party is 161 Bay Street, 8th Floor, Brookfield Place Toronto, Ontario, M1J 2S8

Current

Search ID #: Z13751174

**Business Debtor Search For:**

INTERNATIONAL FITNESS HOLDINGS INC.

Search ID #: Z13751174

Date of Search: 2021-Apr-23

Time of Search: 10:10:12

---

Registration Number: 14073011349

Registration Date: 2014-Jul-30

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

---

Exact Match on:

Debtor

No: 2

---

**Amendments to Registration**

14080135271

Amendment

2014-Aug-01

---

**Debtor(s)**

**Block**

1 WORLD HEALTH CLUB INC.  
7222 EDMONTON BLVD. NW  
CALGARY, AB T3A 2X7

**Status**

Deleted by  
14080135271

**Block**

2 INTERNATIONAL FITNESS HOLDINGS INC.  
7222 EDMONTON BLVD. NW  
CALGARY, AB T3A 2X7

**Status**

Current by  
14080135271

**Secured Party / Parties**

**Block**

1 CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT  
161 BAY STREET, 8TH FLOOR, BROOKFIELD PL  
TORONTO, ON M1J 2S8

**Status**

Current

**Particulars**

**Block**

**Additional Information**

1 The complete address of the secured party is 161 Bay Street, 8th Floor, Brookfield Place Toronto, Ontario, M1J 2S8

**Status**

Current

**Block**

**Additional Information**

2 The Debtor in block 1 has changed it's name due to an Amalgamation.

**Status**

Current By  
14080135271

Search ID #: Z13751174

**Business Debtor Search For:**

INTERNATIONAL FITNESS HOLDINGS INC.

Search ID #: Z13751174

Date of Search: 2021-Apr-23

Time of Search: 10:10:12

Registration Number: 14073011385

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Jul-30

Registration Status: Current

Expiry Date: 2024-Jul-30 23:59:59

Exact Match on: Debtor No: 2

**Amendments to Registration**

14080135374

Amendment

2014-Aug-01

**Debtor(s)**

**Block**

1 WORLD HEALTH CLUB INC.  
7222 EDMONTON BLVD. NW  
CALGARY, AB T3A 2X7

**Status**

Deleted by  
14080135374

**Block**

2 INTERNATIONAL FITNESS HOLDINGS INC.  
7222 EDMONTON BLVD. NW  
CALGARY, AB T3A 2X7

**Status**

Current by  
14080135374

**Secured Party / Parties**

**Block**

1 CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT  
161 BAY STREET, 8TH FLOOR, BROOKFIELD PL  
TORONTO, ON M1J 2S8

**Status**

Current

**Collateral: General**

**Block**

**Description**

1 All present and after acquired personal property of the debtor.

**Status**

Current

**Particulars**

**Block**

**Additional Information**

1 The complete address of the secured party is 161 Bay Street, 8th Floor, Brookfield Place  
Toronto, Ontario, M1J 2S8

**Status**

Current

Search ID #: Z13751174

**Block**    **Additional Information**

**Status**

2            The Debtor in block 1 has changed it's name due to an Amalgamation.

Current By  
14080135374

Search ID #: Z13751174

**Business Debtor Search For:**

INTERNATIONAL FITNESS HOLDINGS INC.

Search ID #: Z13751174

Date of Search: 2021-Apr-23

Time of Search: 10:10:12

Registration Number: 14073011459

Registration Date: 2014-Jul-30

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 2

**Amendments to Registration**

14080135647

Amendment

2014-Aug-01

**Debtor(s)**

**Block**

1 IFH ACQUISITION CORP.  
7222 EDMONTON BLVD. NW  
CALGARY, AB T3A 2X7

**Status**

Deleted by  
14080135647

**Block**

2 INTERNATIONAL FITNESS HOLDINGS INC.  
7222 EDMONTON BLVD. NW  
CALGARY, AB T3A 2X7

**Status**

Current by  
14080135647

**Secured Party / Parties**

**Block**

1 CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT  
161 BAY STREET, 8TH FLOOR, BROOKFIELD PL  
TORONTO, ON M1J 2S8

**Status**

Current

**Particulars**

**Block**

**Additional Information**

1 The complete address of the secured party is 161 Bay Street, 8th Floor, Brookfield Place Toronto, Ontario, M1J 2S8

**Status**

Current

**Block**

**Additional Information**

2 The Debtor in block 1 has changed it's name due to an Amalgamation.

**Status**

Current By  
14080135647

Search ID #: Z13751174

**Business Debtor Search For:**

INTERNATIONAL FITNESS HOLDINGS INC.

Search ID #: Z13751174

Date of Search: 2021-Apr-23

Time of Search: 10:10:12

---

Registration Number: 14073011487

Registration Date: 2014-Jul-30

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Jul-30 23:59:59

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Exact Match on: Debtor No: 2

---

**Amendments to Registration**

14080135691

Amendment

2014-Aug-01

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**Debtor(s)**

**Block**

1 IFH ACQUISITION CORP.  
7222 EDGEMONT BLVD. NW  
CALGARY, AB T3A 2X7

**Status**

Deleted by  
14080135691

**Block**

2 INTERNATIONAL FITNESS HOLDINGS INC.  
7222 EDGEMONT BLVD. NW  
CALGARY, AB T3A 2X7

**Status**

Current by  
14080135691

**Secured Party / Parties**

**Block**

1 CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT  
161 BAY STREET, 8TH FLOOR, BROOKFIELD PL  
TORONTO, ON M1J 2S8

**Status**

Current

**Collateral: General**

**Block**

**Description**

1 All present and after acquired personal property of the debtor.

**Status**

Current

**Particulars**

**Block**

**Additional Information**

1 The complete address of the secured party is 161 Bay Street, 8th Floor, Brookfield Place Toronto, Ontario, M1J 2S8

**Status**

Current

Search ID #: Z13751174

| <u>Block</u> | <u>Additional Information</u>                                       | <u>Status</u>             |
|--------------|---|---------------------------|
| 2            | The Debtor in block 1 has changed it's name due to an Amalgamation. | Current By<br>14080135691 |

Search ID #: Z13751174

**Business Debtor Search For:**

INTERNATIONAL FITNESS HOLDINGS INC.

Search ID #: Z13751174

Date of Search: 2021-Apr-23

Time of Search: 10:10:12

---

Registration Number: 14080112238

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Aug-01

Registration Status: Current

Expiry Date: 2024-Aug-01 23:59:59

---

Exact Match on: Debtor No: 2

---

**Debtor(s)**

**Block**

**Status**

1 INTERNATIONAL FITNESS HOLDINGS LP  
7222 EDMONTON BLVD. NW  
CALGARY, AB T3A 2X7

Current

**Block**

**Status**

2 INTERNATIONAL FITNESS HOLDINGS INC.  
7222 EDMONTON BLVD. NW  
CALGARY, AB T3A 2X7

Current

**Secured Party / Parties**

**Block**

**Status**

1 CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT  
161 BAY STREET, 8TH FLOOR, BROOKFIELD PL  
TORONTO, ON M1J 2S8

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 All present and after acquired property of the debtor.

Current

**Particulars**

**Block**

**Additional Information**

**Status**

1 The complete address of the secured party is 161 Bay Street, 8th Floor, Brookfield Place  
Toronto, Ontario, M1J 2S8.

Current

Search ID #: Z13751174

**Business Debtor Search For:**

INTERNATIONAL FITNESS HOLDINGS INC.

Search ID #: Z13751174

Date of Search: 2021-Apr-23

Time of Search: 10:10:12

---

Registration Number: 14080112242

Registration Type: LAND CHARGE

Registration Date: 2014-Aug-01

Registration Status: Current

Registration Term: Infinity

---

Exact Match on:

Debtor

No: 1

---

**Debtor(s)**

**Block**

**Status**

1 INTERNATIONAL FITNESS HOLDINGS INC.  
7222 EDMONTON BLVD. NW  
CALGARY, AB T3A 2X7

Current

**Secured Party / Parties**

**Block**

**Status**

1 CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT  
161 BAY STREET, 8TH FLOOR, BROOKFIELD PL  
TORONTO, ON M1J 2S8

Current

**Particulars**

**Block**

**Additional Information**

**Status**

1 The complete address of the secured party is 161 Bay Street, 8th Floor, Brookfield Place  
Toronto, Ontario M1J 2S8

Current

Search ID #: Z13751174

**Business Debtor Search For:**

INTERNATIONAL FITNESS HOLDINGS INC.

Search ID #: Z13751174

Date of Search: 2021-Apr-23

Time of Search: 10:10:12

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Registration Number: 14080115000

Registration Type: LAND CHARGE

Registration Date: 2014-Aug-01

Registration Status: Current

Registration Term: Infinity

---

Exact Match on: Debtor No: 2

---

**Debtor(s)**

**Block**

**Status**

1 INTERNATIONAL FITNESS HOLDINGS LP  
7222 EDMONTON BLVD. NW  
CALGARY, AB T3A 2X7

Current

**Block**

**Status**

2 INTERNATIONAL FITNESS HOLDINGS INC.  
7222 EDMONTON BLVD. NW  
CALGARY, AB T3A 2X7

Current

**Secured Party / Parties**

**Block**

**Status**

1 CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT  
161 BAY STREET, 8TH FLOOR, BROOKFIELD PL  
TORONTO, ON M1J 2S8

Current

**Particulars**

**Block**

**Additional Information**

**Status**

1 The complete address of the secured party is 161 Bay Street, 8th Floor, Brookfield Place  
Toronto, Ontario M1J 2S8.

Current

Search ID #: Z13751174

**Business Debtor Search For:**

INTERNATIONAL FITNESS HOLDINGS INC.

Search ID #: Z13751174

Date of Search: 2021-Apr-23

Time of Search: 10:10:12

---

Registration Number: 14080115047

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Aug-01

Registration Status: Current

Expiry Date: 2024-Aug-01 23:59:59

---

Exact Match on: Debtor No: 1

---

**Debtor(s)**

**Block**

**Status**

1 INTERNATIONAL FITNESS HOLDINGS INC.  
7222 EDMONTON BLVD. NW  
CALGARY, AB T3A 2X7

Current

**Secured Party / Parties**

**Block**

**Status**

1 CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT  
161 BAY STREET, 8TH FLOOR, BROOKFIELD PL  
TORONTO, ON M1J 2S8

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 All present and after acquired personal property of the debtor.

Current

**Particulars**

**Block**

**Additional Information**

**Status**

1 The complete address of the secured party is 161 Bay Street, 8th Floor, Brookfield Place  
Toronto, Ontario, M1J 2S8

Current

Search ID #: Z13751174

**Business Debtor Search For:**

INTERNATIONAL FITNESS HOLDINGS INC.

Search ID #: Z13751174

Date of Search: 2021-Apr-23

Time of Search: 10:10:12

---

Registration Number: 18042536066

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Apr-25

Registration Status: Current

Expiry Date: 2028-Apr-25 23:59:59

---

Exact Match on: Debtor No: 2

---

**Debtor(s)**

**Block**

**Status**  
Current

1 WORLD HEALTH NORTH LP  
7222 EDMONTON BLVD NW  
CALGARY, AB T3A 2X7

**Block**

**Status**  
Current

2 INTERNATIONAL FITNESS HOLDINGS INC.  
7222 EDMONTON BLVD NW  
CALGARY, AB T3A 2X7

**Secured Party / Parties**

**Block**

**Status**  
Current

1 CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT  
161 BAY ST, 8TH FLR, BROOKFIELD PLACE  
TORONTO, ON M1J 2S8

**Collateral: General**

**Block**

**Description**

**Status**  
Current

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Search ID #: Z13751174

**Business Debtor Search For:**

INTERNATIONAL FITNESS HOLDINGS INC.

Search ID #: Z13751174

Date of Search: 2021-Apr-23

Time of Search: 10:10:12

---

Registration Number: 18042536389

Registration Date: 2018-Apr-25

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

---

Exact Match on: Debtor No: 2

---

**Debtor(s)**

**Block**

**Status**  
Current

1 WORLD HEALTH NORTH LP  
7222 EDMONTON BLVD NW  
CALGARY, AB T3A 2X7

**Block**

**Status**  
Current

2 INTERNATIONAL FITNESS HOLDINGS INC.  
7222 EDMONTON BLVD NW  
CALGARY, AB T3A 2X7

**Secured Party / Parties**

**Block**

**Status**  
Current

1 CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT  
161 BAY ST, 8TH FLR, BROOKFIELD PLACE  
TORONTO, ON M1J 2S8

Search ID #: Z13751174

**Business Debtor Search For:**

INTERNATIONAL FITNESS HOLDINGS INC.

Search ID #: Z13751174

Date of Search: 2021-Apr-23

Time of Search: 10:10:12

Registration Number: 20110928849

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Nov-09

Registration Status: Current

Expiry Date: 2021-Nov-09 23:59:59

Exact Match on: Debtor No: 2

**Debtor(s)**

**Block**

1 INTERNATIONAL FITNESS HOLDINGS LP  
7222 EDMONTON BLVD NE  
CALGARY, AB T3A2X7

**Status**  
Current

**Block**

2 INTERNATIONAL FITNESS HOLDINGS INC  
7222 EDMONTON BLVD NE  
CALGARY, AB T3A2X7

**Status**  
Current

**Secured Party / Parties**

**Block**

1 SUMMIT ACCEPTANCE CORP.  
1260 HIGHFIELD CRES SE  
CALGARY, AB T2G 5M3  
Phone #: 403 243 6200 Fax #: 403 243 6448  
Email: ap@summitacceptance.com

**Status**  
Current

**Collateral: Serial Number Goods**

| <b><u>Block</u></b> | <b><u>Serial Number</u></b> | <b><u>Year</u></b> | <b><u>Make and Model</u></b> | <b><u>Category</u></b> | <b><u>Status</u></b> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1                   | 1FMCU9GX1FUC17322           | 2015               | FORD ESCAPE                  | MV - Motor Vehicle     | Current              |

**Particulars**

| <b><u>Block</u></b> | <b><u>Additional Information</u></b>   | <b><u>Status</u></b> |
|---------------------|--|----------------------|
| 1                   | THIS IS A REREGISTRATION OF 15050720413. SUMMIT STILL HAS INTEREST IN THIS VEHICLE | Current              |

Search ID #: Z13751174

**Business Debtor Search For:**

INTERNATIONAL FITNESS HOLDINGS INC.

Search ID #: Z13751174

Date of Search: 2021-Apr-23

Time of Search: 10:10:12

---

Registration Number: 21031828965

Registration Type: REPORT OF SEIZURE

Registration Date: 2021-Mar-18

Registration Status: Current

Registration Term: Infinity

---

Service Area 2

Property has been seized under Landlord Distress.

Amount being seized for is \$179,246.38.

Property was seized on 2021-Mar-17

---

| <u>Registration Type</u> | <u>Date</u> | <u>Registration #</u> | <u>Value</u> |
|--------------------------|-------------|-----------------------|--------------|
| Report of Seizure        | 2021-Mar-17 | 21031828965           | \$179,246.38 |

---

Exact Match on: Debtor No: 1

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**Solicitor / Agent**

MARTELLO PROPERTY SERVICES INC.  
207-11460 JASPER AVE  
EDMONTON, AB T5K 0M1

**Civil Enforcement Agent**

ALTERNATIVE BAILIFF SERVICES LTD.  
109, 1289 HIGHFIELD CRESCENT SE  
CALGARY, AB T2G 5M2  
Phone #: 403 543 0900 Fax #: 403 543 0909

**Debtor(s)**

**Block**

1 INTERNATIONAL FITNESS HOLDINGS INC.  
7222 EDMONTON BLVD NW  
CALGARY, AB T3A 2X7

**Status**  
Current

Search ID #: Z13751174

**Creditor(s)**

| <b><u>Block</u></b> |  | <b><u>Status</u></b> |
|---------------------|--|----------------------|
| 1                   | 1710818 ALBERTA LTD. O/A MARTELLO PROPERTY SERVICES INC.<br>207-11460 JASPER AVE<br>EDMONTON, AB T5K 0M1 | Current              |

**Collateral: General**

| <b><u>Block</u></b> | <b><u>Description</u></b>  | <b><u>Status</u></b> |
|---------------------|--|----------------------|
| 1                   | FOR A COMPLETE LIST OF SEIZED COLLATERAL PLEASE CONTACT CIVIL ENFORCEMENT AGENCY AT 1-866-643-0900 | Current              |

**Particulars**

| <b><u>Block</u></b> | <b><u>Additional Information</u></b>  | <b><u>Status</u></b> |
|---------------------|---|----------------------|
| 1                   | COLLATERAL SEIZED AND LEFT ON SITE AT SPA LADY, 158-13226 MACLEOD TRAIL SE CALGARY AB | Current              |

| <b><u>Block</u></b> | <b><u>Additional Information</u></b> | <b><u>Status</u></b> |
|---------------------|--------------------------------------|----------------------|
| 2                   | ABS FILE # 21AC021                   | Current              |

Search ID #: Z13751174

**Business Debtor Search For:**

INTERNATIONAL FITNESS HOLDINGS INC.

Search ID #: Z13751174

Date of Search: 2021-Apr-23

Time of Search: 10:10:12

---

Registration Number: 21041915096

Registration Type: REPORT OF SEIZURE

Registration Date: 2021-Apr-19

Registration Status: Current

Registration Term: Infinity

---

Service Area 2

Property has been seized under Landlord Distress.

Amount being seized for is \$122,041.84.

Property was seized on 2021-Apr-17

---

| <u>Registration Type</u> | <u>Date</u> | <u>Registration #</u> | <u>Value</u> |
|--------------------------|-------------|-----------------------|--------------|
| Report of Seizure        | 2021-Apr-17 | 21041915096           | \$122,041.84 |

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Exact Match on: Debtor No: 2

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**Solicitor / Agent**

NEXT GENERATION PROPERTIES LTD. C/O ARLINGTON REALTY  
280, 5010 4 STREET NE  
CALGARY, AB T2K 5X8

Phone #: 403 616 5309

Fax #: 403 802 0988

---

**Civil Enforcement Agent**

CONSOLIDATED CIVIL ENFORCEMENT INC.  
300, 801 MANNING ROAD NE  
CALGARY, AB T2E 7M8

Phone #: 403 262 8800

Fax #: 403 262 8801

---

**Debtor(s)**

**Block**

1 INTERNATIONAL FITNESS HOLDINGS LP  
UNIT 21, 240 MIDPART WAYS SE  
CALGARY, AB T2X 1N4

**Status**  
Current

Search ID #: Z13751174

**Block**

**Status**  
Current

2 INTERNATIONAL FITNESS HOLDINGS INC.  
UNIT 21, 240 MIDPART WAYS SE  
CALGARY, AB T2X 1N4

Alias of Block:  
0001

**Block**

**Status**  
Current

3 GYMVMT  
UNIT 21, 240 MIDPART WAYS SE  
CALGARY, AB T2X 1N4

Alias of Block:  
0001

**Creditor(s)**

**Block**

**Status**  
Current

1 NEXT GENERATION PROPERTIES LTD.  
C/O 208, 5010 4 STREET NE  
CALGARY, AB T2K 5X8

**Collateral: General**

| <b><u>Block</u></b> | <b><u>Description</u></b>                   | <b><u>Status</u></b> |
|---------------------|---|----------------------|
| 1                   | 1 (one) Techno Gym Tread Mill               | Current              |
| 2                   | 3 (Three) Control Zone Matrix Step Climbers | Current              |
| 3                   | 9 (nine) Life Fitness 95X Machine Step Type | Current              |
| 4                   | 4 (four) Life Fitness 95T Tread Mills       | Current              |
| 5                   | 7 (seven) Life Fitness 95ci Exercise Bikes  | Current              |
| 6                   | 2 (two) Octane Fitness Lateral Step Units   | Current              |
| 7                   | 1 (one) 95si Life Fitness Step Type         | Current              |
| 8                   | 7 (seven) LG Wall Mounted TVs               | Current              |
| 9                   | 6 (six) Life Fitness 95T Tread Mills        | Current              |

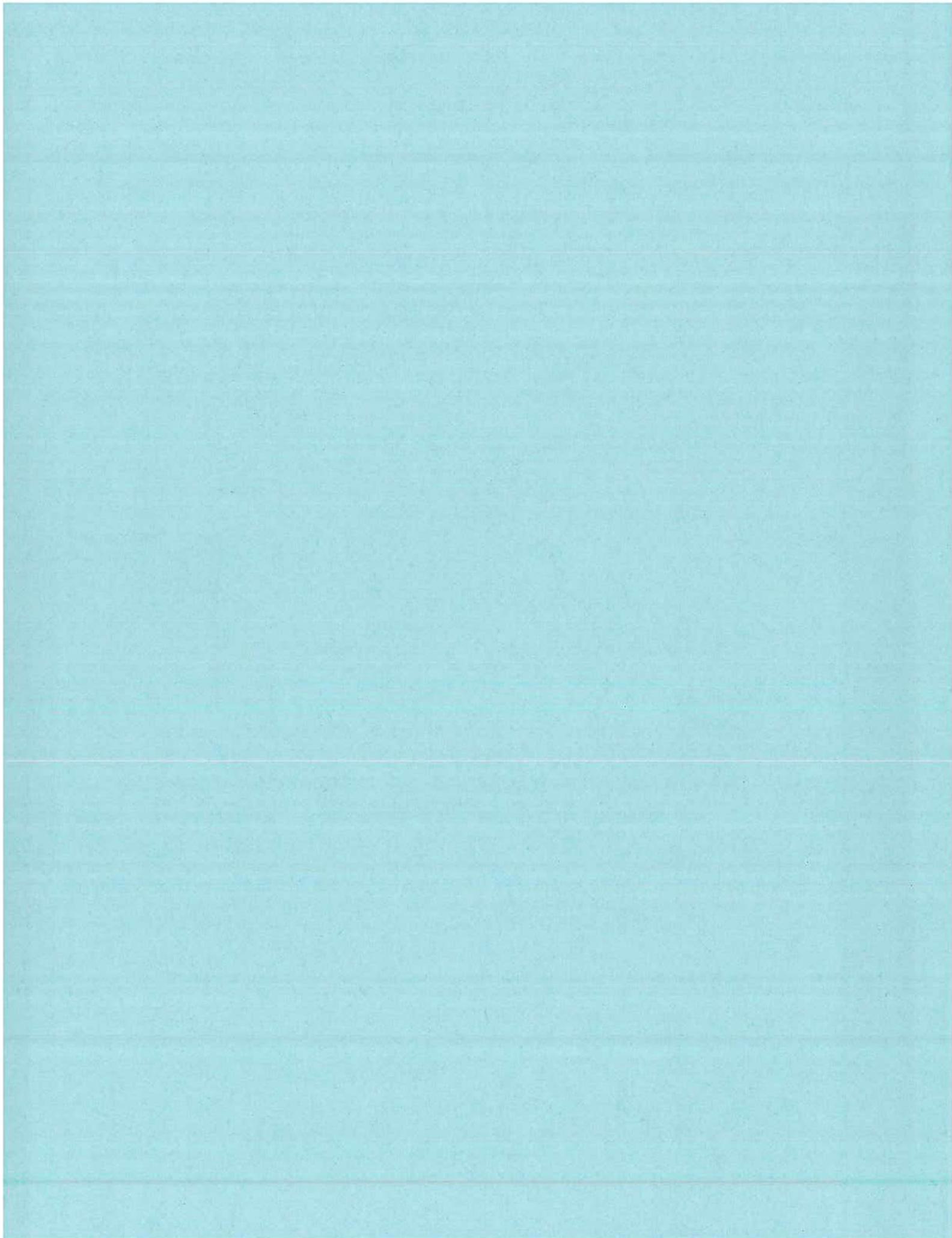
**Particulars**

| <b><u>Block</u></b> | <b><u>Additional Information</u></b>  | <b><u>Status</u></b> |
|---------------------|---|----------------------|
| 1                   | Additional goods have been seized. Contact Consolidated Civil Enforcement Inc. for a complete listing as contained in the Notice of Seizure of Personal Property. | Current              |

| <b><u>Block</u></b> | <b><u>Additional Information</u></b>                            | <b><u>Status</u></b> |
|---------------------|---|----------------------|
| 2                   | Consolidated Civil Enforcement Inc. file number is 155263-DR-2C | Current              |

**Search ID #: Z13751174**

Result Complete



Search ID #: Z13751176

Transmitting Party

STIKEMAN ELLIOTT LLP

4300 BANKERS HALL WEST-888 3 ST SW  
CALGARY, AB T2P 5C5

Party Code: 50073519

Phone #: 403 266 9000

Reference #: 137923-1006

Search ID #: Z13751176

Date of Search: 2021-Apr-23

Time of Search: 10:10:29

Business Debtor Search For:

INTERNATIONAL FITNESS HOLDINGS LP

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.



Search ID #: Z13751176

**Business Debtor Search For:**

INTERNATIONAL FITNESS HOLDINGS LP

Search ID #: Z13751176

Date of Search: 2021-Apr-23

Time of Search: 10:10:29

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Registration Number: 11030731245

Registration Date: 2011-Mar-07

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2027-Mar-07 23:59:59

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Exact Match on: Debtor No: 2

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**Amendments to Registration**

|             |           |             |
|-------------|-----------|-------------|
| 13032807241 | Amendment | 2013-Mar-28 |
| 14040433703 | Amendment | 2014-Apr-04 |
| 14081211885 | Amendment | 2014-Aug-12 |
| 21040125974 | Amendment | 2021-Apr-01 |

---

**Debtor(s)**

**Block**

1 WORLD HEALTH CLUB INC.  
UNIT 400, 301-8TH AVENUE SW  
CALGARY, AB T2P 4K1

**Status**

Deleted by  
14081211885

**Block**

2 INTERNATIONAL FITNESS HOLDINGS LP  
UNIT 400, 301-8TH AVENUE SW  
CALGARY, AB T2P 4K1

**Status**

Current by  
14081211885

**Block**

3 INTERNATIONAL FITNESS HOLDINGS INC.  
400, 301 8 AVENUE SW  
CALGARY, AB T2P 4K1

**Status**

Current by  
14081211885

**Secured Party / Parties**

**Block**

1 4087844 CANADA INC.  
1700, 335-8TH AVENUE SW  
CALGARY, AB T2P 1C9

**Status**

Deleted by  
14040433703

Search ID #: Z13751176

**Block**

2 BANKERS HALL LP  
1700, 335 - 8TH AVENUE SW  
CALGARY, AB T2P 1C9

**Status**  
Deleted by  
21040125974

**Block**

3 BCIMC REALTY CORPORATION  
1700, 335 - 8TH AVENUE SW  
CALGARY, AB T2P 1C9

**Status**  
Deleted by  
21040125974

**Block**

4 BANKERS HALL GP INC.  
1700, 335 - 8TH AVENUE SW  
CALGARY, AB T2P 1C9

**Status**  
Deleted by  
21040125974

**Block**

5 BANKERS HALL GP TRUST  
1700, 335 - 8TH AVENUE SW  
CALGARY, AB T2P 1C9

**Status**  
Deleted by  
21040125974

**Block**

6 BANKERS HALL LP  
1700, 335 - 8TH AVENUE SW  
CALGARY, AB T2P 1C9  
Email: WestLawDept@brookfield.com

**Status**  
Current by  
21040125974

**Block**

7 BANKERS HALL GP INC.  
1700, 335 - 8TH AVENUE SW  
CALGARY, AB T2P 1C9  
Email: WestLawDept@brookfield.com

**Status**  
Current by  
21040125974

**Block**

8 BCIMC REALTY CORPORATION  
1700, 335 - 8TH AVENUE SW  
CALGARY, AB T2P 1C9  
Email: WestLawDept@brookfield.com

**Status**  
Current by  
21040125974

**Block**

9 BANKERS HALL GP TRUST  
1700, 335 - 8TH AVENUE SW  
CALGARY, AB T2P 1C9  
Email: WestLawDept@brookfield.com

**Status**  
Current by  
21040125974

Search ID #: Z13751176

**Collateral: General**

| <b><u>Block</u></b> | <b><u>Description</u></b>   | <b><u>Status</u></b>      |
|---------------------|---|---------------------------|
| 1                   | Any and all personal property arising from, related to, associated with or created by the instruments, documents, agreements, leases, personal property and all other items, things, interest, tangibles, intangibles or matters including the lease, the right the Tenant or its successors, assigns and legal representatives (including, any Tenant's receiver), leasehold improvements & fixtures, the deposit, the letter of credit, inclusive of this definition of "Landlord's Priority Collateral" and any and all interests of the Tenant therein or thereto; and, proceeds of any or all of the foregoing personal property described above including, all proceeds derived from arising from, with respect to or in any way related to the sale, realization, disposition, loss, destruction of or damage to any or all of the foregoing personal property described above inclusive of the "Landlord's Priority Collateral".  | Current                   |
| 2                   | <p>For the purposes of clarification, "Landlord's Priority Collateral" means, collectively:</p> <p>(i) the premises lease dated December 10, 2010 between the Debtor, as tenant, and the Secured Party, as landlord, and all amendments, renewals or extensions thereof (collectively, the "Lease"), which Lease demises and leases to the Debtor, land the Debtor s permitted successors or permitted assigns, that certain premises municipally addressed as Unit #400, 1301-8 Avenue SW, Calgary, Alberta (the "Premises");</p> <p>(ii) all Personal Property of any kind related to, created by or with respect to the interest of the Debtor, and the Debtor's permitted successors or permitted assigns, in, to or created by the Lease including, without limitation, the right of the Debtor, or the Debtor s permitted successors, permitted assigns, legal representatives (including, without limitation, any "Tenant's Receiver" (as such term is defined below)) to use, occupy or carry on business at, from or within the Premises;</p> <p>(iii) all Personal Property of any kind related to, created by or with respect to the interest of the Debtor, and the Debtor's permitted successors or permitted assigns, in, to or with respect to the Leasehold Improvements (as such term is defined in the Lease) or any "Fixtures" (as defined in the Lease) or any Accessions thereto or thereof from time to time;</p> <p>(iv) the "Deposit" (as defined in the Lease") paid by the Debtor to the Secured Party pursuant to the Lease and all Personal Property related to, created by or with respect to such "Deposit";</p> <p>(v) the "L/C" (as defined in the Lease") arranged by the Debtor in favour of the Secured Party pursuant to the Lease and all Personal Property related to, created by or with respect to such "L/C";</p> <p>(iv) any and all Personal Property arising from, related to, associated with or created by the instruments, documents, agreements, leases, Personal Property, property and all other items, things, interests, tangibles, intangibles or matters described above in paragraphs (i) to (v) inclusive and any and all interests of the Debtor, and the Debtor's permitted successors or permitted assigns, therein or thereto; and</p> <p>(vii) Proceeds of any or all of the foregoing Personal Property described above in paragraphs (i) to (vi) inclusive including, without limitation, all Proceeds derived from, arising from, with respect to or in any way related to the sale, realization, disposition, loss, destruction of or damage to any or all of the foregoing Personal Property described above in paragraphs (i) to (vi) inclusive.</p> <p>The defined terms "Personal Property", "Accessions" and "Proceeds" all adopt the same meaning as is ascribed to such words by the Personal Property Security Act (Alberta) and the defined term "Tenant's Receiver" means any receiver, receiver-manager, trustee-in-bankruptcy, monitor, liquidator, agent of a secured creditor or creditor, or any person acting in a similar capacity or exercising similar statutory, equitable or legal rights or similar powers with respect to the Debtor, the Debtor's permitted successors or permitted assigns, or the Debtor's or the Debtor s permitted successors' or permitted assigns' respective business, assets, undertaking or property.</p> | Current By<br>13032807241 |

Search ID #: Z13751176

**Particulars**

| <b><u>Block</u></b> | <b><u>Additional Information</u></b>  | <b><u>Status</u></b>      |
|---------------------|---|---------------------------|
| 1                   | THE COMPLETE ADDRESS OF THE SECURED PARTY IS : C/O BROOKFIELD PROPERTIES MANAGEMENT COPPORATION, 1700, 335-8TH AVENUE SW, CALGARY, AB.T2P 1C9 ATTENTION:LAW DEPARTMENT, FACSIMILE:(403)770-7210.            | Current                   |
| 2                   | THE COMPLETE ADDRESS OF ALL THE SECURED PARTIES ARE : C/O BROOKFIELD OFFICE PROPERTIES MANAGEMENT LP, 1700, 335 - 8TH AVENUE SW, CALGARY, AB T2P 1C9. ATTENTION: LAW DEPARTMENT, FACSIMILE: (403)770-7210.  | Current By<br>14040433703 |
| 3                   | THE COMPLETE ADDRESS OF ALL THE SECURED PARTIES ARE : C/O BROOKFIELD PROPERTIES CANADA MANAGEMENT LP, 1210, 225 - 6TH AVENUE SW, CALGARY, AB T2P 1N2. ATTENTION: LAW DEPARTMENT, FACSIMILE: (403) 770-7210. | Current By<br>21040125974 |

Search ID #: Z13751176

**Business Debtor Search For:**

INTERNATIONAL FITNESS HOLDINGS LP

Search ID #: Z13751176

Date of Search: 2021-Apr-23

Time of Search: 10:10:29

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Registration Number: 14080112238

Registration Date: 2014-Aug-01

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Aug-01 23:59:59

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Exact Match on: Debtor No: 1

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**Debtor(s)**

**Block**

**Status**

1 INTERNATIONAL FITNESS HOLDINGS LP  
7222 EDMONTON BLVD. NW  
CALGARY, AB T3A 2X7

Current

**Block**

**Status**

2 INTERNATIONAL FITNESS HOLDINGS INC.  
7222 EDMONTON BLVD. NW  
CALGARY, AB T3A 2X7

Current

**Secured Party / Parties**

**Block**

**Status**

1 CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT  
161 BAY STREET, 8TH FLOOR, BROOKFIELD PL  
TORONTO, ON M1J 2S8

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 All present and after acquired property of the debtor.

Current

**Particulars**

**Block**

**Additional Information**

**Status**

1 The complete address of the secured party is 161 Bay Street, 8th Floor, Brookfield Place  
Toronto, Ontario, M1J 2S8.

Current

Search ID #: Z13751176

**Business Debtor Search For:**

INTERNATIONAL FITNESS HOLDINGS LP

Search ID #: Z13751176

Date of Search: 2021-Apr-23

Time of Search: 10:10:29

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Registration Number: 14080115000

Registration Date: 2014-Aug-01

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

---

Exact Match on: Debtor No: 1

---

**Debtor(s)**

**Block**

1 INTERNATIONAL FITNESS HOLDINGS LP  
7222 EDMONTON BLVD. NW  
CALGARY, AB T3A 2X7

**Status**  
Current

**Block**

2 INTERNATIONAL FITNESS HOLDINGS INC.  
7222 EDMONTON BLVD. NW  
CALGARY, AB T3A 2X7

**Status**  
Current

**Secured Party / Parties**

**Block**

1 CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT  
161 BAY STREET, 8TH FLOOR, BROOKFIELD PL  
TORONTO, ON M1J 2S8

**Status**  
Current

**Particulars**

**Block**

1 The complete address of the secured party is 161 Bay Street, 8th Floor, Brookfield Place  
Toronto, Ontario M1J 2S8.

**Status**

Current

Search ID #: Z13751176

**Business Debtor Search For:**

INTERNATIONAL FITNESS HOLDINGS LP

Search ID #: Z13751176

Date of Search: 2021-Apr-23

Time of Search: 10:10:29

Registration Number: 20110928849

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Nov-09

Registration Status: Current

Expiry Date: 2021-Nov-09 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

**Block**

**Status**

1 INTERNATIONAL FITNESS HOLDINGS LP  
7222 EDMONTON BLVD NE  
CALGARY, AB T3A2X7

Current

**Block**

**Status**

2 INTERNATIONAL FITNESS HOLDINGS INC  
7222 EDMONTON BLVD NE  
CALGARY, AB T3A2X7

Current

**Secured Party / Parties**

**Block**

**Status**

1 SUMMIT ACCEPTANCE CORP.  
1260 HIGHFIELD CRES SE  
CALGARY, AB T2G 5M3  
Phone #: 403 243 6200 Fax #: 403 243 6448  
Email: ap@summitacceptance.com

Current

**Collateral: Serial Number Goods**

| <b><u>Block</u></b> | <b><u>Serial Number</u></b> | <b><u>Year</u></b> | <b><u>Make and Model</u></b> | <b><u>Category</u></b> | <b><u>Status</u></b> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1                   | 1FMCU9GX1FUC17322           | 2015               | FORD ESCAPE                  | MV - Motor Vehicle     | Current              |

**Particulars**

| <b><u>Block</u></b> | <b><u>Additional Information</u></b>   | <b><u>Status</u></b> |
|---------------------|--|----------------------|
| 1                   | THIS IS A REREGISTRATION OF 15050720413. SUMMIT STILL HAS INTEREST IN THIS VEHICLE | Current              |

Search ID #: Z13751176

**Business Debtor Search For:**

INTERNATIONAL FITNESS HOLDINGS LP

Search ID #: Z13751176

Date of Search: 2021-Apr-23

Time of Search: 10:10:29

---

Registration Number: 21041915096

Registration Type: REPORT OF SEIZURE

Registration Date: 2021-Apr-19

Registration Status: Current

Registration Term: Infinity

---

Service Area 2

Property has been seized under Landlord Distress.

Amount being seized for is \$122,041.84.

Property was seized on 2021-Apr-17

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| <u>Registration Type</u> | <u>Date</u> | <u>Registration #</u> | <u>Value</u> |
|--------------------------|-------------|-----------------------|--------------|
| Report of Seizure        | 2021-Apr-17 | 21041915096           | \$122,041.84 |

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Exact Match on: Debtor No: 1

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**Solicitor / Agent**

NEXT GENERATION PROPERTIES LTD. C/O ARLINGTON REALTY  
280, 5010 4 STREET NE  
CALGARY, AB T2K 5X8

Phone #: 403 616 5309

Fax #: 403 802 0988

**Civil Enforcement Agent**

CONSOLIDATED CIVIL ENFORCEMENT INC.  
300, 801 MANNING ROAD NE  
CALGARY, AB T2E 7M8

Phone #: 403 262 8800

Fax #: 403 262 8801

**Debtor(s)**

**Block**

**Status**  
Current

1 INTERNATIONAL FITNESS HOLDINGS LP  
UNIT 21, 240 MIDPART WAYS SE  
CALGARY, AB T2X 1N4

Search ID #: Z13751176

| <u>Block</u>  | <u>Status</u> |
|---|---------------|
| 2      INTERNATIONAL FITNESS HOLDINGS INC.<br>UNIT 21, 240 MIDPART WAYS SE<br>CALGARY, AB T2X 1N4 | Current       |

Alias of Block:  
0001

| <u>Block</u>   | <u>Status</u> |
|--|---------------|
| 3      GYMVMT<br>UNIT 21, 240 MIDPART WAYS SE<br>CALGARY, AB T2X 1N4 | Current       |

Alias of Block:  
0001

**Creditor(s)**

| <u>Block</u>   | <u>Status</u> |
|--|---------------|
| 1      NEXT GENERATION PROPERTIES LTD.<br>C/O 208, 5010 4 STREET NE<br>CALGARY, AB T2K 5X8 | Current       |

**Collateral: General**

| <u>Block</u> | <u>Description</u>                          | <u>Status</u> |
|--------------|---|---------------|
| 1            | 1 (one) Techno Gym Tread Mill               | Current       |
| 2            | 3 (Three) Control Zone Matrix Step Climbers | Current       |
| 3            | 9 (nine) Life Fitness 95X Machine Step Type | Current       |
| 4            | 4 (four) Life Fitness 95T Tread Mills       | Current       |
| 5            | 7 (seven) Life Fitness 95ci Exercise Bikes  | Current       |
| 6            | 2 (two) Octane Fitness Lateral Step Units   | Current       |
| 7            | 1 (one) 95si Life Fitness Step Type         | Current       |
| 8            | 7 (seven) LG Wall Mounted TVs               | Current       |
| 9            | 6 (six) Life Fitness 95T Tread Mills        | Current       |

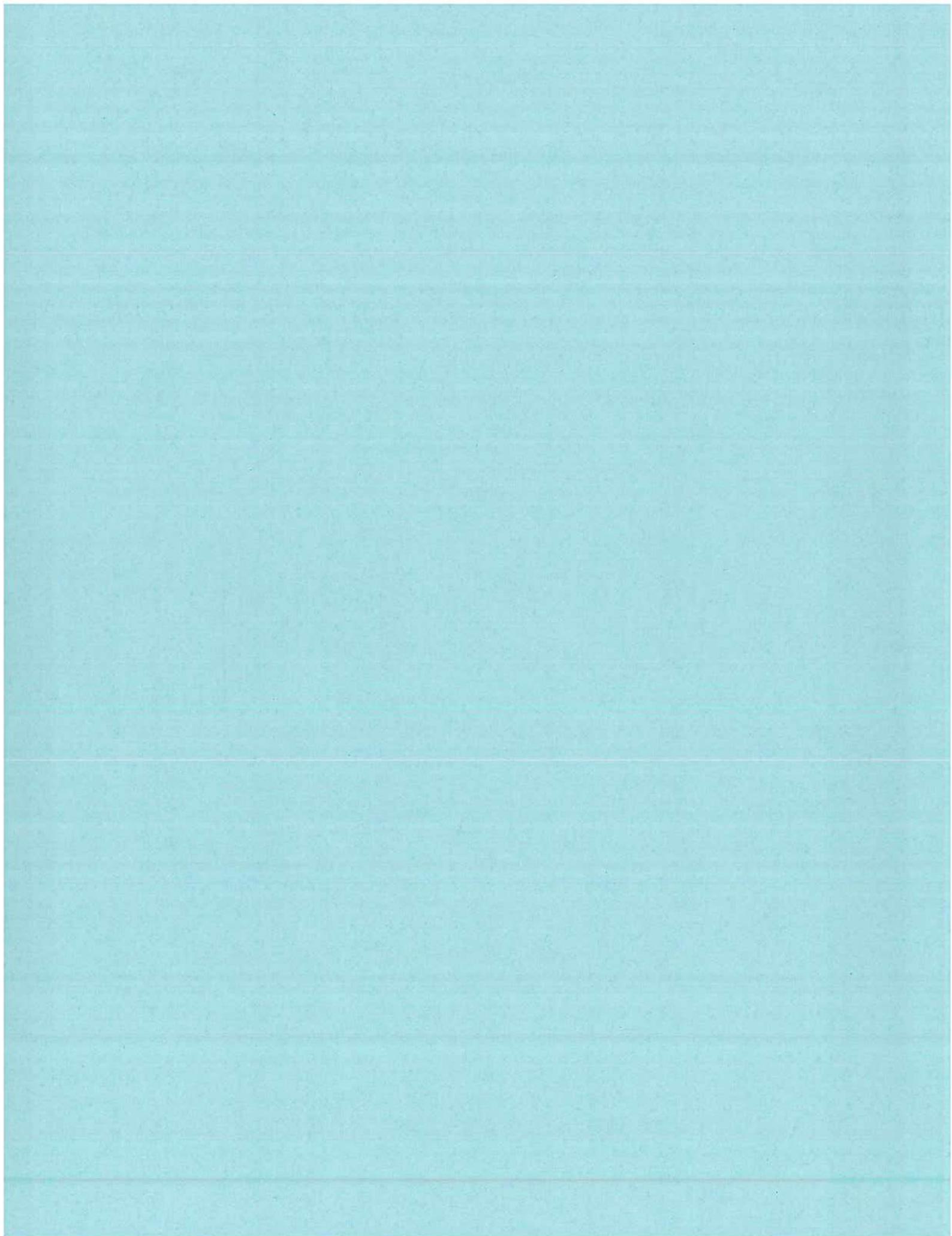
**Particulars**

| <u>Block</u> | <u>Additional Information</u>   | <u>Status</u> |
|--------------|---|---------------|
| 1            | Additional goods have been seized. Contact Consolidated Civil Enforcement Inc. for a complete listing as contained in the Notice of Seizure of Personal Property. | Current       |

| <u>Block</u> | <u>Additional Information</u>                                   | <u>Status</u> |
|--------------|---|---------------|
| 2            | Consolidated Civil Enforcement Inc. file number is 155263-DR-2C | Current       |

Search ID #: Z13751176

Result Complete



Search ID #: Z13751179

Transmitting Party

STIKEMAN ELLIOTT LLP

4300 BANKERS HALL WEST-888 3 ST SW  
CALGARY, AB T2P 5C5

Party Code: 50073519

Phone #: 403 266 9000

Reference #: 137923-1006

Search ID #: Z13751179

Date of Search: 2021-Apr-23

Time of Search: 10:10:52

Business Debtor Search For:

WORLD HEALTH NORTH LP

Both Exact and Inexact Result(s) Found

**NOTE:**

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



Search ID #: Z13751179

**Business Debtor Search For:**

WORLD HEALTH NORTH LP

Search ID #: Z13751179

Date of Search: 2021-Apr-23

Time of Search: 10:10:52

---

Registration Number: 18042536066

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Apr-25

Registration Status: Current

Expiry Date: 2028-Apr-25 23:59:59

---

Exact Match on: Debtor No: 1

---

**Debtor(s)**

**Block**

**Status**  
Current

1 WORLD HEALTH NORTH LP  
7222 EDMONTON BLVD NW  
CALGARY, AB T3A 2X7

**Block**

**Status**  
Current

2 INTERNATIONAL FITNESS HOLDINGS INC.  
7222 EDMONTON BLVD NW  
CALGARY, AB T3A 2X7

**Secured Party / Parties**

**Block**

**Status**  
Current

1 CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT  
161 BAY ST, 8TH FLR, BROOKFIELD PLACE  
TORONTO, ON M1J 2S8

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Search ID #: Z13751179

**Business Debtor Search For:**

WORLD HEALTH NORTH LP

Search ID #: Z13751179

Date of Search: 2021-Apr-23

Time of Search: 10:10:52

---

Registration Number: 18042536389

Registration Date: 2018-Apr-25

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

---

Exact Match on: Debtor No: 1

---

**Debtor(s)**

**Block**

1 WORLD HEALTH NORTH LP  
7222 EDMONTON BLVD NW  
CALGARY, AB T3A 2X7

**Status**

Current

**Block**

2 INTERNATIONAL FITNESS HOLDINGS INC.  
7222 EDMONTON BLVD NW  
CALGARY, AB T3A 2X7

**Status**

Current

**Secured Party / Parties**

**Block**

1 CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT  
161 BAY ST, 8TH FLR, BROOKFIELD PLACE  
TORONTO, ON M1J 2S8

**Status**

Current

Search ID #: Z13751179

**Note:**

The following is a list of matches closely approximating your Search Criteria,  
which is included for your convenience and protection.

| <b>Debtor Name / Address</b>   | <b>Reg.#</b> |
|--|--------------|
| WORLD HEALTH - EDMONTON<br>7222 EDMONTON BLVD. NW<br>CALGARY, AB T3A 2X7 | 19121813391  |

**SECURITY AGREEMENT**

| <b>Debtor Name / Address</b>   | <b>Reg.#</b> |
|--|--------------|
| WORLD HEALTH CLUB INC.<br>7222 EDMONTON BLVD NW<br>CALGARY, AB T3A 2X7 | 15102121799  |

**SECURITY AGREEMENT**

| <b>Debtor Name / Address</b>  | <b>Reg.#</b> |
|---|--------------|
| WORLD HEALTH EDMONTON INC.<br>13543 ST. ALBERT TRAIL, 2ND FLOOR<br>EDMONTON, AB T5L 5E7 | 12073016326  |

**SECURITY AGREEMENT**

| <b>Debtor Name / Address</b>  | <b>Reg.#</b> |
|---|--------------|
| WORLD HEALTH EDMONTON INC.<br>2ND FLOOR, 13543 ST. ALBERT TR.<br>EDMONTON, AB T5L 5E7 | 18070424946  |

**WRIT OF ENFORCEMENT**

Result Complete