



This is the 1st affidavit of Donna Barnes in this case and was made on July 18, 2023

No. **S-235306**
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

NATIONAL BANK OF CANADA

PETITIONER

AND

1239583 B.C. LTD.

RESPONDENT

AFFIDAVIT

I, Donna Barnes, of the City of New Westminster, in the Province of B.C., legal assistant, SWEAR THAT:

1. I am a legal assistant at Blake, Cassel & Graydon LLP, counsel for the National Bank of Canada (the "**Bank**"), the petitioner in this proceeding, and as such I have personal knowledge of the matters deposed to in this affidavit, except where I depose to a matter based on information from an informant I identify, in which case I believe that both the information from the informant and the resulting statement are true.
2. I swear this affidavit in support of a petition filed by the Bank in this action seeking, among other things, orders appointing a receiver over the assets and undertakings of the respondent, 1239583 B.C. Ltd. ("**123 Co.**"), including those of its predecessor prior to amalgamation 1134759 B.C. Ltd. ("**113 Co.**")
3. Attached as **Exhibits "A" to "AA"** of my affidavit are true copies of the following documents:
 - (a) **Exhibit "A"**: National Bank of Canada Offer of Financing dated February 2, 2022, signed by Jasbir Bath as an authorized representative of 123 Co. and its

amalgamating corporation, 113 Co., pursuant to which the Bank granted an operating line of credit of \$100,000 (the "**Line of Credit**"), a term loan of \$5,440,000 (the "**Term Loan**"), a global net risk line for derivatives to a maximum of \$825,000 (the "**Derivatives**"), and a Mastercard credit card (the "**Mastercard**") to 123 Co.;

- (b) **Exhibit "B"**: National Bank of Canada Offer of Financing dated May 25, 2022, signed by Jaswant Bath as an authorized representative of 123 Co. pursuant to which the Bank granted a term loan of \$233,000 to finance a motorhome (the "**Motorhome Loan**") to 123 Co., which was subject to the same Schedule A terms and conditions as the Offer of Financing attached as Exhibit A;
- (c) **Exhibit "C"**: the executed and registered copies of the Land Title Act Form B mortgage between 113 Co., which has been amalgamated into 123 Co., and the Bank pursuant to which 113 Co. granted to the Bank a mortgage (the "**Mortgage**") on lands having a parcel identifier of 008-620-741 and legally described as District Lot 72 Alberni District (the "**Property**");
- (d) **Exhibit "D"**: the Bank's Standard Mortgage Terms (MT140002) that apply to and govern the Mortgage;
- (e) **Exhibit "E"**: the Bank's general Cardholder Application that applies to and governs 123 Co.'s use of the Mastercard;
- (f) **Exhibit "F"**: the General Security Agreement granted by 123 Co. to the Bank;
- (g) **Exhibit "G"**: the Unlimited Guarantee of Jaswant Bath;
- (h) **Exhibit "H"**: the General Security Agreement granted by 113 Co. to the Bank;
- (i) **Exhibit "I"**: the Unlimited Guarantee of 113 Co.;
- (j) **Exhibit "J"**: the Assignment of Insurance Policies and Proceeds Agreement of 123 Co. and 113 Co.;
- (k) **Exhibit "K"**: the Environmental Agreement and Indemnity of 123 Co., 113 Co. and Jaswant Bath;

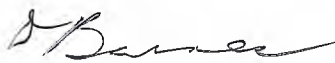
- (l) **Exhibit “L”**: the power of attorney – banker’s acceptances of 123 Co.;
- (m) **Exhibit “M”**: an e-mail dated December 23, 2022, sent by Michael Darling on behalf of the Bank to Jaswant and Jasbir Bath on behalf of 123 Co. advising that due to defaults the accounts were being transferred to special loans;
- (n) **Exhibit “N”**: an e-mail chain dated December 31, 2022, and January 3, 2023, where Jasbir Bath on behalf of 123 Co. informed the Bank that outstanding payments would be made by January 17, 2023;
- (o) **Exhibit “O”**: an e-mail chain dated January 24 to February 1, 2023, between Erin Welte on behalf of the Bank and an email account for Jasbir Bath on behalf of 123 Co. where Mr. Welte advised of arrears and other defaults;
- (p) **Exhibit “P”**: an e-mail dated February 16, 2023, Mr. Welte sent on behalf of the Bank to the email accounts for Jasbir and Jaswant Bath on behalf of 123 Co. enclosing a letter setting out notice of multiple defaults;
- (q) **Exhibit “Q”**: an e-mail chain dated February 16 to February 28, 2023, between Mr. Welte on behalf of the Bank and the email account of Jaswant Bath on behalf of 123 Co.;
- (r) **Exhibit “R”**: an e-mail chain dated February 16 to March 17, 2023 between Mr. Welte on behalf of the Bank and an email account of Jaswant Bath on behalf of 123 Co.;
- (s) **Exhibit “S”**: an e-mail chain dated February 16 to March 17, 2023 between Mr. Welte on behalf of the Bank and an email account of Jaswant Bath on behalf of 123 Co with an additional email from the email account of Jaswant Bath on March 17, 2023;
- (t) **Exhibit “T”**: an email dated March 17, 2023, enclosing a letter of the same date from Peter Rubin of Blake, Cassels & Graydon LLP, counsel to the Bank, to 123 Co. asserting further defaults and demanding payment of the indebtedness, to that date, of CAD \$5,821,765.84 by April 3, 2023;

- (u) **Exhibit "U"**: an e-mail chain dated March 22-23, 2023, between Mr. Welte on behalf of the Bank and an email account of Jasbir Bath on behalf of 123 Co., enclosing a loan history document;
- (v) **Exhibit "V"**: an e-mail chain dated March 24-27, 2023, between Mr. Welte on behalf of the Bank and an email account of Jasbir Bath on behalf of 123 Co. where Mr. Welte asked Ms. Bath to attend a call;
- (w) **Exhibit "W"**: an email dated April 5, 2023, enclosing a letter of the same date from Peter Rubin of Blake, Cassels & Graydon LLP, counsel to the Bank, to 123 Co. providing notices pursuant to section 244 of the *Bankruptcy and Insolvency Act* and pursuant to section 21 of the *Farm Debt Mediation Act*;
- (x) **Exhibit "X"**: a letter dated April 6, 2023, sent by Rajdeep Deol advising that they have been retained by 123 Co.;
- (y) **Exhibit "Y"**: a British Columbia Land Title Office Title Search Print for the Property dated July 18, 2023;
- (z) **Exhibit "Z"**: personal property registry searches for 123 Co. and 113 Co. dated July 18, 2023; and
- (aa) **Exhibit "AA"**: corporate records searches for 123 Co. and 113 Co.

SWORN BEFORE ME at Vancouver, B.C.)
 on July 18, 2023)



 A Commissioner for taking Affidavits for
 British Columbia)



Donna Barnes

DANNY UROUHART
Barrister & Solicitor
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 595 Burrard St., P.O. Box 49314
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This is Exhibit "A" referred to in Affidavit #1 of
Donna Barnes made before me at Vancouver,
British Columbia on July 18, 2023.



A Commissioner for taking Affidavits for British
Columbia



February 2, 2022

1239583 B.C. Ltd.
390 Mt. Lehman Road
Abbotsford, BC V4X 2L4

Attn: Jawant Bath,

Re: Offer of Financing

Dear Sir,

At National Bank of Canada (the "Bank"), offering tailored solutions is a priority. We are therefore pleased to present to 1239583 B.C. Ltd. (the "Borrower") the following offer of financing:

	Financing product(s)	Amount	Status
A	Operating Credit	\$ 100,000.00 CAD	(New)
B	Term Loan	\$ 5,440,000.00 CAD	(New)
C	Global Net Risk Line for Derivatives	Maximum \$ 825,000.00 CAD	(New)
D	MasterCard Credit Card	\$ 50,000.00 CAD	(New)

The offer of financing includes: the terms and conditions of the financing products, the required security, conditions, fees and the additional provisions as set out in Schedule A attached hereto.

This offer of financing is valid until **February 24, 2022, before 5 p.m.** To accept this offer, you must return a signed copy of it to us. After this date, the Bank may cancel or amend this offer without notifying you.

Yours truly,

Di Shen Zhao
Director
Commercial Banking

Michael Darling
Vice President
Personal & Commercial Banking

1. Financing products

A. Operating credit – \$100,000.00 CAD

Purpose	Finance day-to-day operations by way of operating credit.
Interest rate	Canadian Prime Rate plus 1.75% per annum
Availability	Full limit available. Facility is not margined
Terms of use	Can be used and re-used as follows: > Floating-rate advances
Disbursement/ Repayment	In multiples of \$1,000.00 / Repayable by way of interest only payments and in full upon demand.
Fees	Standby fees: 0.25% per annum on the unused portion, payable monthly on the 26th day of the month

B. Term loan – \$5,440,000.00 CAD

Purpose	Finance the acquisition of all shares in 1134759 B.C. Ltd. ("1134759")
Term	For Fixed Rate and Variable Rate loans, a term of between 36 and 60 months, as of the date of the final disbursement For BA loans, a term of 36 to 120 months, as of the date of the final disbursement
Amortization	264 Months
Interest rate	Fixed Rate: Available only if 100% of the interest rate applicable to the Term Loan is fixed on the date of the final disbursement. Variable Rate: On funding the Variable Rate shall be Canadian Prime Rate plus 0.00%, to be adjusted post-closing to BA (defined below) plus a Stamping fee of 1.88% after the Borrower enters into an ISDA (defined below) interest rate swap (Canadian Prime Rate as of February 2, 2022 is 2.45%. Only available for draws by way of bankers acceptances using the benchmark reference rate or CDOR Rate (defined below).
Banker's Acceptances	For banker's acceptances ("BA"), the Borrower (and Amalco after amalgamation) hereby irrevocably appoints the Bank as its attorney to sign and endorse on its behalf, manually or by facsimile or mechanical signature, any BA instrument necessary to enable the Bank to issue a BA as contemplated hereunder. All BA instruments signed or endorsed on the Borrower's behalf by the Agent shall be binding on the Borrower, as if duly signed or endorsed by the Borrower. "CDOR Rate" means, on any particular date of determination, the annual rate of interest that is the arithmetic average of the rates posted by all listed institutions for bankers' acceptances for the relevant period, as displayed and identified as such on the Reuters Screen CDOR Page (as defined at such time of determination in the International Swap Dealer Association, Inc. definitions) at approximately 10:00 a.m. on such date or, if such date is not a Business Day, on the immediately preceding Business Day (as adjusted by the Lender after 10:00 a.m. to reflect any error in any posted rate or in the posted average annual rate); and if such rate does not appear at such time on such Reuters Screen CDOR Page, then the CDOR Rate shall be the rate quoted at such time on such date by the Lender for banker's acceptances accepted by the Lender. If the annual rate so determined is less than 0%, the CDOR for the period in question will be deemed to be 0% ("floor"), except that if the CDOR is then subject to an interest rate swap with National Bank of Canada, the floor will not apply to the portion of the bankers' acceptances or the CDOR advances hedged with National Bank of Canada to fix the rate applicable to such portion.

Inability to Determine Rates	If the Lender determines that, for any reason, a market for Bankers' Acceptances does not exist at any time, or the Lender cannot for other reasons, after reasonable efforts, readily sell Bankers' Acceptances or perform its other obligations under this Agreement with respect to Bankers' Acceptances, the Lender will promptly so notify the Borrower. Thereafter, the Borrower's right to request the acceptance of Bankers' Acceptances shall be and remain suspended until the Lender determines, and the Lender notifies the Borrower, that the condition causing such suspension no longer exists.
Option to convert interest rate	Interest Rate offered by the Bank when the loan is converted and accepted by the Borrower
Disbursement	To be disbursed on or before February 28th, 2022 , as a single advance
Repayment	Fixed Rate Option: By way of monthly repayments of blended principal and interest only if the interest rate is fixed by way of an interest rate (ISDA) swap, otherwise by way of monthly payments based on a linear amortization of principal plus interest. If an interest rate swap applies, the repayment amounts will be determined by an interest rate swap schedule following execution of the swap. Variable Rate Option: By monthly repayments of principal set out above plus accrued interest, replicating a blended amortization. If an interest rate swap applies, the repayment amounts will be determined by an interest rate swap schedule following execution of the swap.

Capitalized terms have the meaning defined in Schedule A

C. Global net risk line for derivatives – \$825,000.00 CAD

Purpose	Replacement risk line in the amount of \$825,000.00 to permit interest rate hedging with a maximum term to maturity of 36-120 months. Any interest rate hedges with a term ending after the term of the Term Loan above must include a mutual put clause allowing the Bank to terminate the interest hedges on the maturity of the Term Loan, and annually thereafter.
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D. MasterCard Business Cards – \$50,000.00 CAD

Purpose	To facilitate the payment of day to day ancillary expenses.
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2. Security

All the Borrower's obligations to the Bank must at all times be secured by all of the following security. However, the following table or security documents can provide for certain obligations to be secured by specific security. In all cases, the Borrower must sign the documentation required by the Bank.

1239583 B.C. Ltd.

		Status	Related product(s)
General security agreement	1 st ranking on all personal property	(to be obtained)	All

Guarantor

		Status	Related product(s)
Guarantee	Unlimited Guarantee from 1134759	(to be obtained)	All

Guarantee	Unlimited Guarantee from Jaswant Bath ("Jaswant")	(to be obtained)	All
The obligations resulting from the guarantee must at all times be secured by the following security:			
General security agreement	1st ranking on all personal property of 1134759	(to be obtained)	All
Charge/mortgage	1st ranking Unlimited Collateral Charge Mortgage on the lands located at 9250 Somers Road, Port Alberni, BC (the "Lands"), as well as a general assignment of rents	(to be obtained)	All

Other security, documents or agreements

		Status	Related product(s)
ISDA Agreement	International Swaps and Derivatives Association Agreement ("ISDA")	(to be obtained)	All
Other	Power of Attorney – Banker's Acceptances (Borrower)	(to be obtained)	Term Loan
Environmental Indemnity	Environmental indemnity agreement for the Lands	(to be obtained)	All
Rider	Designating the Bank as the Beneficiary of the proceeds of the insurance policies covering all property given as security, up to its full replacement value as well as a copy of the insurance policy from 1134759	(to be obtained)	All

AMALCO – 1239583 B.C. Ltd. and 1134759 B.C. Ltd. as "1239583 B.C. Ltd." (the "Amalco")

		Status	Related product(s)
General security agreement	1 st ranking on all personal property	(to be obtained)	All

Guarantor

		Status	Related product(s)
Guarantee	Unlimited Guarantee from Jaswant	(to be obtained)	All

Other security, documents or agreements

		Status	Related product(s)
Confirmation of Security	By Jaswant , confirming and agreeing that all "held" security and agreements to which all or any of them are a party is effective and enforceable security with respect to the Operating Credit and the Term Loans and all claims and sums that are now or may become due and owing by the Amalco (formerly 1239583 and 1134759) to the Bank.	(to be obtained)	All

3. Conditions

The financing products are subject to the following specific conditions *in addition to the conditions set out in Schedule A.*

Other applicable conditions

Presentation of documents	An aged listing of the Accounts Receivables and listing of Accounts Payables from 1134759 (Amalco after amalgamation) within 25 days after each month end.
Global Net Risk Line for Derivatives	Allows to conclude contracts with respect to: Interest rate derivatives for a maximum term of 36-120 months

Financial conditions

Financial statements	Borrower (Amalco after amalgamation) to provide externally-prepared consolidated financial statements.	Annual within 120 days after fiscal year-end
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Financial ratios

Working Capital ratio¹	Of at least: 1.10X to maintain, calculated quarterly on a rolling four quarter basis. Note ¹ : See definition in Schedule A attached hereto.
Fixed-charge coverage ratio¹	Of at least: 1.20X, calculated quarterly on a rolling four quarter basis, based on the combined annual financial statements of the Borrower and 1134759 before amalgamation and of Amalco after amalgamation. Note ¹ : means the result of [EBITDA (defined below)] <i>minus</i> [dividends <i>plus</i> redeemable shares <i>plus</i> purchases of non-financed tangible and intangible fixed assets <i>plus</i> investment contributions <i>minus</i> redemptions and/or advances to directors, employees and shareholders, and affiliated companies or corporations] <i>divided by</i> [Interest charges <i>plus</i> principal payments made during the rolling four quarter period] "EBITDA" means: earnings <i>plus</i> interest <i>plus</i> depreciation <i>plus</i> amortization <i>minus</i> current and deferred income taxes. Any extraordinary items or adjustments are subject to Bank's written approval.

Conditions required to disburse the financing products:

- > Execution and delivery of security documents in accordance with the documents in use at the Bank and registration according to the ranking indicated above;
- > Delivery of corporate and other documents required by the Bank;
- > A copy of a "Final Transaction Memorandum" which will include a full description of the transaction (step by step), with all details on the Organization Charts (pre and post transaction, including type and class of shares), and comments on tax income implications (if any) for the Borrower, all to be satisfactory to the Bank;
- > Executed copy of the Share Purchase Agreement relating to the purchase by the Borrower of 100% of the shares in 1134759;
- > Pro forma balance sheet showing minimum working capital of \$250,000.00;
- > Executed copy of the Escrow Agreement;
- > Payout Statements from each prior lender;
- > Title insurance policy for the Properties satisfactory to the Bank;
- > Confirmation that all property taxes have been paid for the Lands;
- > Finalized Fiscal Year End 2020 and 2021 Financial Statements for 1134759; *(held)*
- > Appraisal report supported by a transmittal letter, addressed to the Bank for the Lands and prepared, at the Borrower's expense, by accredited appraisers recognized by the Bank and showing a market value of at least \$6,800,000.00 and confirming that it represents good security; *(held)*
- > Confirmation of down payment from Jaswant; *(held)*
- > Documents necessary to complete the purchase by the Borrower of 100% of the shares in 1134759 and effect the amalgamation shall have been tabled in escrow pending release upon payment of the

purchase price, together with the following to be released to the Lender upon completion of the amalgamation: (i) a General Security Agreement by Amalco, (b) an assumption and confirmation agreement, (c) a Guarantee of Amalco granted by Jaswant, (d) a legal opinion of counsel to Amalco, and (e) an officer's certificate of Amalco;

- > All day to day banking for the Borrower and Amalco to be conducted at the Bank within 90 days of funding;
- > Opinion of the Bank's legal counsel, satisfactory to the Bank;
- > No material change shall have occurred;
- > Furnish any other document, declaration, statement or agreement that the Bank may require.
- > Written legal opinion of Borrower's legal counsel confirming the existence, capacity, authority and execution of the security by all loan parties;
- > Written legal opinion of Bank's counsel that that the security given is valid and enforceable and can be used to secure all the obligations owing by the Borrower or the guarantor to the Bank, including the obligations under this offer
- > Payment of all negotiation, legal and other fees in connection with this Offer and associated security and documentation described herein.

4. Fees

Negotiation or review fees	Payable on acceptance of this offer: \$30,000.00
Annual review fees	\$750.00
Late payment or remittance fees	Collected monthly \$500.00 – annual financial statements
Amendment Fees	\$200.00
Other fees	See other fees in Schedule A

5. Acceptance

The undersigned confirms having read and understood this offer and **Schedule A** which forms an integral part of this offer, and accepts all terms, conditions, security and obligations.

Signed at Surrey, Province of British Columbia, on the 22nd day of February, 2022.
1239583 B.C. LTD.

By: [Signature] - Jasbir Kaur Bath
Jasbirbath@gmail.com
[Email address]

Guarantor

The undersigned confirms/confirm having read and understood this offer and **Schedule A** which forms an integral part of this offer, and hereby accepts/accept the terms, conditions and obligations hereof.

Signed at Surrey, Province of British Columbia, on the 22nd day of February, 2022.

1134759 B.C. LTD.

By: [Signature]
Jasbir Kaur Bath

Jaswant Bath

By:

(JASWANT BATH)

[Email address]

jaswantbath@gmail.com

SCHEDULE A

Offer of Financing of National Bank of Canada

Conditions governing financing products

Disbursement and repayment conditions

The Borrower may have a financing product disbursed or renewed when:

1. The conditions set out in the offer of financing (and any other agreement between the Borrower and the Bank, if applicable) have been met;
2. The required charges and fees have been paid;
3. Any document required by the Bank has been signed and given to it;
4. Security interests have been registered, with the applicable rank, when required; and
5. No material unfavourable change has occurred.

Disbursements and repayments must be made on the dates set out in this offer; otherwise, the Bank may, at its discretion, refuse to make any disbursement. If a payment is payable on a non-business day, the payment will be made on the next business day.

Demand financing products

Products covered. The demand financing products are as follows: line of credit, line of credit with temporary operating credit, line of credit in CAD\$ by way of account overdrafts, line of credit in USD\$ by way of account overdrafts, line of credit for letters of guarantee, line of credit for letters of credit, letter of guarantee, letter of credit, demand loan, Mastercard credit, credit for the financing of tax credits, credit for the financing of taxes, electronic funds transfer settlement risk, settlement risk for accounts held at the Bank's New York City branch.

The following also constitute demand financing products: bridge financing with option to convert to term loan for the portion of the credit not converted at term; credit for capital expenditures for the undisbursed credit portion; global net risk line for derivatives for the portion of risk for which there is no contract between the Bank and the Borrower.

Notion. Demand financing products are payable by the Borrower at any time at the Bank's sole discretion. The Bank may therefore at any time, before or after a request for repayment to the Borrower, terminate these products and stop making new advances, without delay or notice to the Borrower. These products are payable at any time, in full or in part, without penalties.

Annual fee. The Borrower must pay an annual review fee for any demand financing product in effect on the anniversary date of this offer.

Overrun of the available amount. When the used amount of a financing product exceeds the amount available as set out in this offer, the Borrower must immediately repay the difference. If the Bank were to temporarily tolerate such overrun, it could require:

1. The immediate payment of a lump sum so that the amount used is equal to or less than the available amount;
2. That new investments, securities or other financial assets be given as security.

The Borrower will then have to pay the Bank fees of 1% on the overrun amount, with minimum fees of \$100.00.

If the Bank does not tolerate the overrun, the Borrower must repay in full the balance of the financing product, plus all fees and interest accrued.

Overrun of the authorized amount. When the amount owed by the Borrower exceeds the authorized amount of the financing product, the Borrower must immediately repay the excess amount to the Bank.

Deposits to the Bank. The Borrower will have to deposit all of the amounts from the operations of its business, including accounts receivable, in its current account held at the Bank.

Separate agreements. Certain financing products are also governed by separate agreements: Mastercard credit card, letter of guarantee or letter of credit, global net risk line for derivatives and electronic funds transfer settlement risk.

For these products, the Borrower must meet all the conditions set out in this offer, as well as the conditions set out in any applicable separate agreement.

Approval. The approval of each request to issue, renew or extend a letter of credit or a letter of guarantee or a transaction request related to the global net risk line for derivatives or electronic funds transfer settlement risk remains subject to the Bank's sole discretion.

Specific rules: letters of guarantee and letters of credit. A written notice will be sent 30 days before the effective date of any change to the fees set out in the Import Export Products and Services Fee Guide to all borrowers having used Import-Export products and services at least twice over the 12 months preceding the change in question; otherwise, the most recent version of this guide will be available on demand in branches or from the Borrower's Account Manager.

The amount of credit available under which the letter of guarantee or letter of credit is issued will be reduced by 100% of the amount of the letters of guarantee and the percentages(s) set out in this offer for letters of credit. Upon payment, this letter becomes a floating-rate advance under the credit affected by the issue.

Global net risk line for derivatives. The global line allows the Borrower to enter into contracts with the Bank with respect to:

1. Interest rate derivatives;
2. The sale or purchase of foreign currencies freely negotiated by the Bank;
3. Commodity derivatives; or

4. Other treasury products offered by the Bank.

The amount of the risk of each transaction will be determined by the Bank in accordance with the applicable level of risk and fee schedule then in effect at the Bank.

The agreements related to this product are: the declaration of the risks relating to credit with interest rate swaps, the foreign currency conversion agreement, the *International Swap and Derivatives Association* (ISDA) master agreement, the *Credit Support Annex* (CSA) agreement and the confirmation, as applicable, of any transaction.

Term financing products

Products covered. The term financing products are as follows: term loan, non-revolving special credit for capital expenditures (when disbursed), revolving term credit, term loan granted under the *Canada Small Business Financing Act*, bridge financing with option to convert to a term loan (when converted), Agri Flex financing and mortgage loan.

Verbal agreements for certain terms and conditions. The Borrower and the Bank can verbally agree on the following terms and conditions: term extension, new term, applicable interest rate and payment dates.

The product remains subject to the other conditions then applicable.

These terms and conditions may be confirmed to the Borrower and the guarantor by email or by regular mail.

Neither the Bank nor the Borrower are obligated to extend the term of a product. At the end of the term, the Borrower can repay the product in full and the Bank can request repayment of the product.

Annual fee. The Borrower must pay an annual review fee for any term financing product (except for a term loan granted under the *Canada Small Business Financing Act* for which the first disbursement was made prior to April 1, 2014) in effect on the anniversary date of this offer.

Application of payments. The Bank may, at its discretion, apply any payment first to the interest and then to the principal or any other amount owed by the Borrower.

When the Bank temporarily tolerates a late payment, the Borrower will pay the Bank late fees according to the established payment frequency. These fees will be calculated at the rate of 2.00% on the amount of the late payment until this payment is made in full, with minimum fees of \$10.00 per payment.

Option to convert a floating rate to a fixed rate. When offered and approved, the following conditions apply to this option:

1. The Borrower may exercise or renew it (when the fixed-rate period expires) with a prior written notice to the Bank of at least two business days;
2. The fixed-rate period will be no less than 12 months without exceeding the term of the product.

If the Borrower does not exercise the option, the fixed rate reverts to the floating rate applicable to the product concerned.

Repayment before the end of the term

- > **Floating-rate disbursements.** The Borrower may repay the amounts disbursed if the repayment is made from the Borrower's excess generated funds or through a capital stock issue. If the repayment comes from other sources, the Bank will apply a penalty of three months' interest on the repaid principal and withhold this penalty from the Borrower's repayment.
- > Partial repayments will be applied to the final payment of principal or interest or any other amount owed by the Borrower, at the Bank's discretion.
- > **Fixed-rate disbursements.** The Borrower cannot repay, without the Bank's consent, all or part of the amounts disbursed before the end of the term.

If the Bank consents to accept such repayment, the Borrower will pay the Bank on the repayment date a sum corresponding to the greater of the following two amounts:

1. Three months' interest, calculated on the repayment amount and at the interest rate of the term financing product; or
2. The excess of (i) the interest that the repayment would generate at the interest rate of this financing product during the period remaining between the repayment date and the end of the term, on (ii) the interest that the repayment amount would generate during the same period at the rate in effect at the Bank on the repayment date for a new financing product of a similar nature and for a term corresponding to this period.

This amount will also be payable for any repayment required by the Bank before the end of the term further to an event of default stipulated herein, including any repayment resulting from the realization of security or a claim under an insolvency law.

The purpose of the above amount payable is, in particular, to compensate the Bank for the loss of income suffered as a result of the repayment before the end of the term.

- > **Annual repayment option.** When offered, this option allows the Borrower to make a non-cumulative repayment before the end of the term, up to 15% of the original disbursed amount of the covered product as of the first anniversary date of the final disbursement, without penalty. Such repayment must come from the Borrower's generated funds or through a capital stock issue increase, and will be applied without any change to the original method of payment, which will remain in force.

Cost overrun. The Bank may stop disbursing on any project that results in an overrun of the costs initially planned, until these costs are assumed by the Borrower and its shareholders, partners and affiliated companies.

Bankers' acceptances

The Borrower must meet the following conditions when the terms of use or option to convert the product into bankers' acceptances are offered:

1. The Borrower must send a written notice of at least two business days to the Bank, in accordance with the prescribed form;
 2. As a part of a demand financing product or a term revolving credit, the issue, renewal or conversion must be for an aggregate minimum amount of \$2,000,000.00, and for a demand financing product only, in multiples of \$100,000.00 for any sum in excess thereof;
 3. As a part of a term financing product (non-revolving), the first issue or conversion must be for an aggregate minimum amount of \$2,000,000.00;
 4. The term chosen must be at least 30 days and no more than 364 days, not include any grace period and, as applicable, at no time exceed the credit availability;
 5. The Borrower cannot repay bankers' acceptances before their maturity date;
 6. The Borrower must pay stamping fees at the time of acceptance by the Bank; these fees may be revised periodically by the Bank upon giving 30 days' prior written notice to the Borrower;
 7. When issuing banker's acceptances, the Bank will give the Borrower the discounted proceeds of the bankers' acceptances less the stamping fees;
 8. In the case of a renewal of a bankers' acceptance by issuing a new bankers' acceptance, the discounted proceeds of the new bankers' acceptance will be applied to the repayment of the expired bankers' acceptance and the Borrower will pay the Bank the stamping fees for issuing the new bankers' acceptance, plus an amount equal to the difference between the nominal value of the expired bankers' acceptance and the discounted proceeds of the new bankers' acceptance, failing which the Bank will not be obligated to comply with the request for renewal;
 9. If a bankers' acceptance is not renewed at maturity, it becomes a floating-rate advance;
 10. In the case of a conversion by way of a bankers' acceptance, the discounted proceeds of the bankers' acceptance will be applied to the repayment of the floating-rate advance covered by the conversion and the Borrower will pay to the Bank the stamping fees for issuing the new bankers' acceptance, failing which the Bank will not be obligated to comply with the request for conversion.
 11. If the rate applicable to the bankers' acceptances Discount is less than zero, such rate will be deemed to be zero.
- The approval of any request to issue, convert or renew a banker's acceptance is subject to the Bank's discretion.

Representations and warranties

The Borrower and any guarantor hereby represent and warrant to the Bank the truth and accuracy of the following:

- > **Legal existence.** It is duly constituted and organized, validly existing and operating in accordance with the laws applicable to it.
- > **Power and capacity.** It has the required power and capacity to execute this offer and the security documents, and perform its obligations under these documents.

- > **Compliance with obligations.** It complies with its contractual obligation towards the Bank and any other party.
- > **Commercial activities.** The Borrower contracts the financing covered by this offer for its commercial activities.
- > **Financial information.** The balance sheet, the most recent financial statements and other financial information submitted to the Bank are true, accurate and complete, and fairly represent the current financial situation of the Borrower. They are prepared based on generally accepted accounting principles established by the Accounting Standards Board.
- > **Ownership of property.** It has good and marketable title to all its property, which is free and clear of any prior claims, security or other similar encumbrances, except for those already granted in favour of a third party.
- > **Litigation.** It is not involved in any dispute or legal proceedings which could have a material impact on its financial position or on its capacity to operate its company.
- > **Taxes and duties.** It has paid (or will pay at expiry) all the taxes and duties that it is bound to pay or that are imposed on its property, without subrogation or payment agreement.

Covenants

The Borrower and any guarantor undertake to:

- > **Continuation of the company.** Maintain the existence of its company and not modify its corporate structure.
- > **Purpose of financing.** Use the financing product for the purposes set out in this offer.
- > **Information and documents.** Provide the Bank with any information or document that the Bank may reasonably request and ensure that this information or these documents, regardless of the medium (paper, electronic, verbal or other) and whether or not they are signed by a representative, be accurate so that the Bank may deem them to be validly issued without further formality.
- > **Security.** Grant to the Bank any additional security that it may require from time to time.
- > **Visit and access.** At all times, give the Bank's representatives or mandataries/agents the right to visit and access its establishments, the right to examine its books of account and other records, and take excerpts therefrom or make copies thereof.
- > **Insurance.** Maintain insurance coverage on its property against loss or damages caused by fire and any other risk as is customarily maintained by the same type of company.
- > **Environment.**
 1. Comply with all legal requirements regarding the protection of the environment with respect to its property and all the sites where it operates its company;
 2. Provide, at its expense and upon request from the Bank, any information or report concerning its environmental situation or any neighbouring property; and
 3. Indemnify the Bank for any damage or any liability which it may incur as a result of non-compliance with legal requirements.

These covenants will survive the cancellation of the security or the full and final payment of any amount owing by the Borrower to the Bank.

- > **Events of default.** Notify the Bank, without delay, of any event of default or any other event which, following notice or the expiry of a time period, may constitute an event of default.
 - > **Survival of representations and warranties.** Ensure that each representation and warranty set out in this document remain true and accurate at all times.
- The Borrower and any guarantor undertake to obtain the consent of the Bank before they:
- > **Distributions and loans.** Grant advances or any type of distribution to its officers, directors, shareholders, partners, members or related parties.
 - > **Guarantees.** Grant financial assistance, make an investment or provide a guarantee to a third party other than a subsidiary.
 - > **Nature of business.** Modify the nature of its operations or its company.
 - > **Change to project.** Significantly modify a project financed by the Bank.
 - > **Merger.** Amalgamate with any other company or continue its existence in another jurisdiction.
 - > **Disposal of property and change of control.** Sell a substantial portion of its property, allow any change in the share ownership, ownership or capital structure of the Borrower.
 - > **Restrictions on assignment.** Assign its rights hereunder, or hypothecate, encumber or otherwise give as security any of its movable or immovable property.

Default

The occurrence of one or more of the following events will constitute an event of default:

1. The Borrower fails to pay any amount owed to the Bank.
2. The Borrower or any guarantor has made a false representation or warranty.
3. The Borrower or any guarantor did not comply with its commitments and obligations towards the Bank under this offer or the security documents.
4. The Borrower or any guarantor becomes insolvent or is declared bankrupt.
5. The Borrower or any guarantor avails itself of a law governing its bankruptcy, restructuring, reorganization, dissolution, winding-up, arrangement, or a third party initiates proceedings towards the Borrower under said law.
6. A receiver, interim receiver or trustee is appointed with respect to the Borrower, the guarantor or its property.
7. The property of the Borrower or guarantor is subject to a seizure/foreclosure proceeding, prior notice of the exercise of a hypothecary right, notice to withdraw authorization to collect claims or any other remedy exercised under laws governing security interests.
8. The Borrower or any guarantor is in default under the terms of any agreement with the Bank, any financial institution or government entity or any other creditor.

9. This offer and any other related document cannot remain in full force or security ceases to retain the rank set out in this offer.
10. A material unfavourable change occurs.

Remedies

In the event of default, the Bank may exercise the following remedy:

1. Terminate any financing product, declare liquid and payable all the Borrower's monetary obligations not yet due at that time and claim immediate payment of all amounts owing without further notice or demand;
2. Withhold any amount collected or received, including the balance of any proceeds from the realization on the security and apply it to any portion of the Borrower's indebtedness to the Bank;
3. Rights and remedies conferred by law and the documents related to this offer.

The rights and remedies are cumulative and not alternative. By omitting to exercise a remedy or notifying the Borrower of the occurrence of an event of default, the Bank does not waive its right to avail itself at a later date of this remedy or event of default.

Interest

Calculation.

1. Any interest is calculated on the daily balance and not in advance, as of the date the financing product is disbursed, on the basis of a 365-day year, except in cases where the interest is calculated on the basis of a 360-day year. For the purposes of the *Interest Act* (Canada), the annual rate corresponding to the rate calculated on this basis is equal to the rate thus calculated multiplied by the actual number of days included in the year concerned and divided by 365 days or by 360 days, as the case may be. If a payment is payable on a non-business day and the payment is made on the next business day, this delay shall be taken into consideration when calculating the interest.
2. Unless otherwise stipulated, the interest is payable monthly, on the 26th day of each month, with minimum fees of \$10.00 for every demand financing product. However, the interest payable (or any amount considered interest under the law) can never exceed the maximum interest amount permitted by law. If this maximum were to be reached, the interest amount would be reduced as to not exceed this maximum.
3. Any amount that is not paid at maturity will bear interest at the rate of the financing product concerned. The interest on arrears will be compounded monthly and payable on demand.
4. If the interest rate applicable to the financing product concerned is less than zero, it will be deemed to be zero.

Post-default interest. Any amount disbursed by the Bank to realize, maintain or preserve any right or security will bear interest until payment at the Bank's Canadian prime rate plus 3% per annum.

Miscellaneous provisions

Assignment. The bank may assign or transfer all or part of its rights and obligations under this offer (or grant participations), without notifying the Borrower or any guarantor.

Charges and fees. In addition to the charges set out in this offer, the Borrower must pay, on demand: administration and management fees for the closing of any financing product, the charges and fees for the preparation and registration of security documents (whether or not the financing is disbursed), and the protection and exercise of security interests. Fees include professional fees and expenses incurred by the Bank (e.g., appraisal, audit, notary and lawyer fees).

Additional costs. If a statute, regulation, administrative policy or order results in an increase in the cost of the credit for the Bank (namely as a result of the imposition of reserves, taxes or capital adequacy requirements for the Bank), the Borrower undertakes to pay the Bank, on demand, the amount of the resulting additional cost.

Currency of payments. The Borrower must pay all amounts due under this offer to the Bank in the currency of the relevant financing product. If an amount in Canadian dollars is to be converted into or expressed in U.S. dollars, or the equivalent in U.S. dollars (or inversely) must be determined, the Bank may calculate this conversion or equivalence in accordance with its usual practices.

Set-off. In addition to its other rights, the Bank may offset any amount owed by the Borrower to the Bank with any amount owed by the Bank to the Borrower, even if this amount is not due or is payable in another currency. To proceed with this set-off, the Bank may debit any account held by the Borrower or a guarantor with the Bank.

Indemnification. The Borrower and any guarantor must indemnify the Bank (including its officers, directors, employees and agents) against any damages and costs suffered or incurred by the Bank and claims brought against the Bank resulting from or related to, directly or indirectly, this offer.

This obligation will survive the cancellation of the security or full and final payment of any amount owing by the Borrower to the Bank.

Notices. The Borrower or the guarantor must submit any notice intended for the Bank in writing to the mailing address indicated in this offer.

Records. The Bank will keep records evidencing the transactions performed. These records are presumed to provide evidence as to the indebtedness of the Borrower towards the Bank.

The following changes to or processing of the Bank's records will not result in the novation of financing products or the Borrower's indebtedness towards the Bank:

1. Any conversion of advances, rates or loans set out in this offer;
2. Any change in the name or number of a financing product.

Scope. This offer:

1. Constitutes the final agreement between the parties and supersedes any previous verbal or written agreement related to the financing products offered;
2. Is made without novation to other financing products already granted to the Borrower (not covered by this offer) and related security; these other financing products remain unchanged if otherwise modified herein.

Counterparts. This offer may be executed in several counterparts, and each of the parties may sign a different counterpart. All such counterparts taken together constitute one and the same document. The electronic transmission (by fax, by scanned attachment to an email or by any other medium, technology, record or computer system chosen by the Bank) of this offer signed by the Borrower or the guarantor (including by electronic signature) has the same effect as if the Borrower or guarantor had manually delivered to the Bank a copy of this offer signed by it. Such electronic counterparts are deemed to be originals.

Collection, use and disclosure of information. The Borrower, any guarantor, as well as their respective representatives authorize the Bank to:

1. Use the necessary information it holds or could hold about them for the purposes of granting credit and insurance products (where permitted by law) or for the purposes of the guarantee;
2. Disclose this information to its affiliates and subsidiaries for this same purpose;
3. Obtain personal information pertaining to them from any party likely to have such information (financial intermediaries, depositaries, credit-reporting agencies, financial institutions, creditors, employers, professionals, tax authorities, public entities, persons with whom they have business relations, and Bank affiliates and subsidiaries) in order to verify the accuracy of all information provided to the Bank from time to time and to ensure the solvency of the Borrower, any guarantor, and their respective representative.

Governing law and jurisdiction. This offer will be construed and interpreted in accordance with the laws of the province where the Bank branch is located, as indicated in this offer.

The courts of this province will have jurisdiction over any dispute related to this offer and the exercise of any resulting remedy.

Definitions

"Business day" means any day, other than Saturday or Sunday, on which the offices of the Bank are open in the province identified in the last section herein titled "Governing law and jurisdiction."

"Canadian Prime Rate" (P) or "U.S. Base Rate" (US BR) means the annual floating interest rate announced publicly by the Bank from time to time, notably on its website at www.nbc.ca and used to determine the interest rates applicable to commercial loans in Canadian or U.S. dollars granted by the Bank in Canada, as the case may be.

"Discount" means the difference, as determined by the Bank in accordance with its normal practices, between the face value of the bankers' acceptance and the price at which a bankers' acceptance with the same expiry date and the same face value accepted by the Bank could normally be sold at about 10 a.m. on the date the bankers' acceptance is issued.

"Discounted proceeds" means the proceeds that the Bank must disburse to issue a bankers' acceptance, the amount of which corresponds to the nominal value of the bankers' acceptance less the discount.

"Excess generated funds": [net income + amortization +/- deferred income taxes for a given fiscal year] - [principal payments made during the given fiscal year].

"Material unfavourable change" means a change, situation or event producing an effect deemed unfavourable by the Bank on (1) the inherent risk in the financing (2) the situation (financial or other), operations, property or company of the Borrower or guarantor (3) the capacity of the Borrower or guarantor to meet its obligations to the Bank (4) the property given as security or the security given on this property (5) the rights and remedies of the Bank under this offer and any related document.

"Net accounts receivable" means the accounts receivable, excluding holdbacks receivable, contra or inter-company accounts, accounts of doubtful quality and other accounts receivable excluded from the calculation of the available amount, in accordance with the Bank's internal policy.

"Net inventory" means the inventory, excluding the inventory affected by the vendor's lien and other inventory excluded from the calculation of the available amount, in accordance with the Bank's internal policies.

"Priors claims" means any claim which, under any legislation, regulation or other instrument, ranks prior to or may rank prior to the Bank's security. Without limiting the foregoing, prior claims include, in particular, any amount owing to a federal, provincial, municipal or other government authority or crown corporation, any actual or deemed trust, or trust created under legislation, any amount withheld or deduction at source, any accrued and unpaid salary, including any vacation pay, and any amounts due to any person with a right, charge or a trust ranking prior to the Bank's security.

"Rate offered" means the annual interest rate determined from time to time by the Bank, for the term chosen by the Borrower, as being the fixed interest rate applicable to its commercial fixed-rate term loans granted by the Bank in Canada for the same term.

"Stamping fees" means the fees charged by the Bank to stamp bankers' acceptances issued by the Borrower at a rate established in accordance with this offer.

Financial ratios

The financial ratios set out herein are defined as follows.

Working capital ratio:

Current assets – advances to directors, employees, shareholders, members, partners and affiliated companies or corporations and/or investments in affiliated companies or corporations and/or closely held companies

Current liabilities

Working capital:

Current assets – advances to directors, employees, shareholders, members, partners and affiliated companies or corporations or investments in affiliated companies or corporations and/or closely held companies – current liabilities

Fixed charge coverage ratio:

EBITDA (excluding extraordinary items) – dividends, withdrawals or other forms of distributions to members or partners – redemption of shares or units – purchase of non-financed tangible and intangible fixed assets +/- investment contributions or redemptions +/- advances to directors, employees and shareholders, and affiliated companies and corporations

Interest charges + principal payments made during the given fiscal year

Debt service coverage ratio:

EBITDA (excluding extraordinary items)

Interest charges + principal payments made during the given fiscal year

Debt service coverage ratio (Real estate):

Net operating income

Interest charges + principal payments made during the given fiscal year

Ratio of interest-bearing to EBITDA:

Total of interest-bearing debts

EBITDA (excluding extraordinary items)

Debt/equity ratio:

Total liabilities – future long-term income taxes – subordinated debt

Tangible net worth
OR

Net worth (specifically for a sole proprietorship)

“Net worth”: Total assets – total liabilities.

“EBITDA”: Earnings + interest + amortization +/- current/deferred income taxes.

“Interest-bearing debt”: Sum of bank debt, long-term debt, interest bearing balance of sale, capital lease obligations, guarantees in favour of third parties net of cash held by the Borrower.

“Subordinated debt”: Any debt of the Borrower, its subsidiaries or affiliated companies or corporations towards one of their shareholders, partners, members, subsidiaries or towards any affiliated company; and any preferred share issued and paid up by the Borrower redeemable at the holder’s option, the payment of which is entirely subordinated to the sums due or that could become due to the Bank by the Borrower, its subsidiaries and affiliated companies or corporations.

“Net operating income”: Total rental income based on existing leases (for the next 12 months) + other property income (recovery of taxes, parking, laundry) – expense related to the property.

“Tangible net worth”
For corporations:

Shareholders’ equity (total sum of capital stock, retained earnings, contributed surplus) + future long-term income taxes – future income tax on long-term assets + subordinated debt – [unsubordinated redeemable shares + intangible assets + advances to directors, employees and shareholders + advances to affiliated companies or corporations + investments in affiliated companies or corporations and/or closely held companies].

Corporations without share capital:

Partners’ equity (the sum of partners’ contributions, retained earnings, contributed surplus) + future long-term income taxes + subordinated debt – [uninvoiced work in progress, unsubordinated redeemable units + intangible assets + advances to partners, directors and employees + advances to affiliated companies or corporations + loans granted by the Bank to partners for the purpose of financing their capital contribution in the Borrower + investments in affiliated companies or corporations and/or closely held companies].

For cooperatives or not-for-profit corporations:

Members’ equity (capital stock + equity of the Borrower including the general reserve and retained surplus earnings (or accumulated deficits)) + future long-term income taxes + subordinated debt – [unsubordinated redeemable units + intangible assets + advances to directors, employees and members + advances to affiliated companies or corporations and/or closely held companies].

This is Exhibit "B" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.



A Commissioner for taking Affidavits for British
Columbia



May 25th, 2022

1239583 B.C. LTD.
Jaswant Bath
390 Mt. Lehman Road
Abbotsford, British Columbia V4X 2L4

Re: Offer of Financing

Dear Client,

At National Bank, offering tailored solutions is a priority. We are therefore pleased to present to **1239583 B.C. LTD.** (the "Borrower") the following offer of financing:

	Financing product(s)	Amount	Status
A	Term loan	\$233,000.00 CAD	New

The offer of financing includes: the terms and conditions of the financing products, the required security, conditions, fees and other provisions set out in Schedule A.

This offer of financing is valid until June 25th, 2022 before 5 p.m. To accept this offer, you must return a signed copy of it to us. After this date, the Bank may cancel or amend this offer without notifying you.

Yours truly,

DocuSigned by:

C6272688A1124ED...

Mike Darling

Manager

CB, Agriculture Development

1. Financing products

A. Term loan – \$233,000.00

Purpose	Finance purchase of a used Motorhome (2011 Newmar Mountain Aire 4314)
Term	12-60 months as of the date of the final disbursement
Amortization	84 months
Interest rate	Canadian Prime Rate plus 1.75% per annum
Option to convert interest rate	Rate offered by the Bank when the loan is converted and accepted by the Borrower
Disbursement	Single disbursement to be made no later than July 20 th , 2022
Repayment	Of principal by monthly payments of \$2,773.81, with the balance payable in full at the end of the term By monthly blended payments of principal and interest the amount of which will be determined upon final disbursement, with the balance payable in full at the end of the term

2. Security

All the Borrower's obligations to the Bank must at all times be secured by all of the following security. However, the following table or security documents can provide for certain obligations to be secured by specific security. In all cases, the Borrower must sign the documentation required by the Bank.

Borrower

		Status	Related product(s)
General security agreement	1st ranking on all personal property	(held)	All

Guarantor

		Status	Related product(s)
Guarantee	Unlimited from Jaswant Bath	(held)	All

Other security, documents or agreements

		Status	Related product(s)
Confirmation of Security	By Jaswant, confirming and agreeing that all "held" security and agreements to which all or any of them are a party is effective and enforceable security with respect to the Operating Credit and the Term Loans and all claims and sums that are now and may become due and owing by the Amalco (formerly 1134759 and 1239583)	(held)	All
Rider	Designating the Bank as the beneficiary of the proceeds of the insurance policies covering all property given as security, up to its full replacement value as well as a copy of the insurance policy	(held)	All

3. Conditions

The financing products are subject to the following specific conditions applicable to the borrower in addition to the conditions set out in Schedule A.

Financial conditions

The Borrower must provide:

Financial statements	Review engagement	Annually within 120 days of fiscal year-end
	Non-consolidated	

Financial ratios

The Borrower must comply with:

Working capital ratio ¹	Of at least: 1.10 to maintain , based on the annual financial statements non-consolidated
Fixed-charge coverage ratio ¹	Of at least: 1.20 to maintain , based on the annual financial statements non-consolidated

¹As defined in Schedule A

Conditions required to disburse the financing products:

- > Invoice or acquisition agreement for the assets acquired by the Borrower
- > Title insurance policy for the Properties satisfactory to the Bank (held)

4. Fees

Negotiation fees	Payable on acceptance of this offer: \$500.00
Review fees	Annual of \$750.00
Late payment or remittance fees	Collected monthly \$500.00 - annual financial statements
Other fees	See other fees in Schedule A

5. Acceptance

The undersigned confirms having read and understood this offer and Schedule A which forms an integral part of the offer, and accepts all terms, conditions, security and obligations.

2022-05-26

Signed at _____ Province of Select... on the ____ day of Select... 20__.

1239583 B.C. LTD.

By: DocuSigned by:
Jaswant Bath
61BC07B140DC48E... By: _____

[Email address]

[Email address]

Business Central
600, De La Gauchetiere W, 13th floor, Montreal QC H3B 4L2

1239583 B.C. LTD.

Guarantor(s)

The undersigned confirms/confirm having read and understood this offer and Schedule A which forms part of this offer, and hereby accepts/accept the terms, conditions and obligations hereof. 2022-05-26

Signed at _____ Province of Select... on the ____ day of Select... 20 ____.

DocuSigned by:

Jaswant Bath

61DC07D148DC48E...

Jaswant Bath

[Email address]

Certificate Of Completion

Envelope Id: F9906F2DCECD4123AF6F0E3DC2D590B9
 Subject: Please DocuSign: Offer Letter.docx
 *Modèle(s) appliqué(s)? / Template(s) applied?: Oui / Yes
 Source Envelope:
 Document Pages: 4
 Certificate Pages: 3
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed
 Envelope Originator:
 Grace Billot
 600, De la Gauchetiere Street West
 Montreal, QC H3B 5B1
 GRACE.BILLOT@NBC.CA
 IP Address: 142.225.11.235

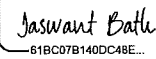
Record Tracking

Status: Original
 5/26/2022 11:47:49 AM
 Holder: Grace Billot
 GRACE.BILLOT@NBC.CA
 Location: DocuSign

Signer Events

Jaswant Bath
 jaswantbath@gmail.com
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 61BC07B140DC48E...

Timestamp

Sent: 5/26/2022 11:52:15 AM
 Viewed: 5/26/2022 12:28:56 PM
 Signed: 5/26/2022 12:30:19 PM

Signature Adoption: Pre-selected Style
 Signed by link sent to jaswantbath@gmail.com
 Using IP Address: 96.50.32.110

Electronic Record and Signature Disclosure:
 Accepted: 5/26/2022 12:28:56 PM
 ID: d41bb048-4874-4e15-836a-7a65e4025803

Michael Darling
 williammichael.darling@nbc.ca
 AVP Business Development
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 CS272088A1124EB...

Sent: 5/26/2022 12:30:20 PM
 Viewed: 5/26/2022 1:23:18 PM
 Signed: 5/26/2022 1:23:30 PM

Signature Adoption: Uploaded Signature Image
 Signed by link sent to
 williammichael.darling@nbc.ca
 Using IP Address: 142.225.11.234

Electronic Record and Signature Disclosure:
 Accepted: 5/11/2022 2:07:00 PM
 ID: ce283587-02df-4ebc-9deb-64df691989fa

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/26/2022 11:52:15 AM
Certified Delivered	Security Checked	5/26/2022 1:23:18 PM
Signing Complete	Security Checked	5/26/2022 1:23:30 PM
Completed	Security Checked	5/26/2022 1:23:30 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

Any agreement signed using DocuSign will be deemed as duly and validly delivered and be deemed to be an original and valid document and will have the same legal effect as an agreement signed by hand. Electronic signatures will be deemed originals and compliant with applicable law.

This is Exhibit "C" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.



A Commissioner for taking Affidavits for British
Columbia



1. Application

Fasken Martineau DuMoulin LLP
2900 - 550 Burrard Street
Vancouver BC V6C 0A3
604.631.3131

2. Description of Land

PID/Plan Number	Legal Description
008-620-741	DISTRICT LOT 72, ALBERNI DISTRICT

3. Borrower(s) (Mortgagor(s))

1134759 B.C. LTD. 390 MT. LEHMAN ROAD ABBOTSFORD BC V4X 2L4	BC1134759
--	-----------

4. Lender(s) (Mortgagee(s))

NATIONAL BANK OF CANADA
 SUITE 2900, 475 HOWE STREET
 VANCOUVER BC V6C 1K6

5. Payment Provisions

Principal Amount	Interest Rate	Interest Adjustment Date
SEE SCHEDULE	25% per annum	N/A
Interest Calculation Period	Payment Dates	First Payment Date
SEE SCHEDULE	N/A	N/A
Amount of each periodic payment	Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is	Last Payment Date
N/A	N/A % per annum	N/A
Assignment of Rents which the applicant wants registered?	Place of payment	Balance Due Date
Yes	POSTAL ADDRESS IN ITEM 4	ON DEMAND
If yes, page and paragraph number: MT140002, Section 11, page 7		

6. Mortgage contains floating charge on land?

No

7. Mortgage secures a current or running account?

Yes

8. Interest Mortgaged

Fee Simple



9. Mortgage Terms

Part 2 of this mortgage consists of:

(b) Filed Standard Mortgage Terms

D F Number: **MT140002**

A selection of (a) or (b) includes any additional or modified terms.

10. Additional or Modified Terms

N/A

11. Prior Encumbrances Permitted by Lender

NIL

12. Execution(s)

This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Witnessing Officer Signature

Execution Date

Borrower Signature(s)

Amandeep Singh Cheema
Barrister, Solicitor & Notary
 Aman Cheema Law Corporation
 #112, 8028-128th Street
 Surrey BC V3W 4E9

YYYY-MM-DD 2022-02-22

1134759 B.C. Ltd.
 By their Authorized Signatory

Jasbir Kaur Bath

PH. 778-592-0201 FAX: 778-771-2202

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Laura June Marie
 Smith 36FD6I**

**Digitally signed by
 Laura June Marie Smith
 36FD6I
 Date: 2022-03-03
 09:02:16 -08:00**

LAND TITLE ACT
FORM E

SCHEDULE

Page 3

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

5. PAYMENT PROVISIONS

(a) Principal Amount:

This Mortgage is to secure payment to us, on demand, of,

(i) all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Mortgagor to the Mortgagee or remaining unpaid from the Mortgagor to the Mortgagee, in any currency, whether arising from dealings between the Mortgagor and the Mortgagee or from any other dealings or proceedings by which the Mortgagee may be or become in any manner whatever the Mortgagee's creditor, and wherever incurred, and whether incurred by the Mortgagor alone or with another or others and whether as principal or surety,

(ii) interest on the debts and liabilities described in sub-paragraph 5(a)(i) above at the rate (or rates), and calculated and payable in the way (or ways) as agreed to from time to time with respect to a particular debt or liability.

(d) Interest Calculation Period:

The interest calculation period will be as set forth in the Standard Mortgage Terms.

END OF DOCUMENT



1. Application

Fasken Martineau DuMoulin LLP
2900 - 550 Burrard Street
Vancouver BC V6C 0A3
604.631.3131

2. Description of Land

PID/Plan Number	Legal Description
008-620-741	DISTRICT LOT 72, ALBERNI DISTRICT

3. Borrower(s) (Mortgagor(s))

1134759 B.C. LTD. 390 MT. LEHMAN ROAD ABBOTSFORD BC V4X 2L4	BC1134759
--	-----------

4. Lender(s) (Mortgagee(s))

NATIONAL BANK OF CANADA
 SUITE 2900, 475 HOWE STREET
 VANCOUVER BC V6C 1K6

5. Payment Provisions

Principal Amount SEE SCHEDULE	Interest Rate 25% per annum	Interest Adjustment Date N/A
Interest Calculation Period SEE SCHEDULE	Payment Dates N/A	First Payment Date N/A
Amount of each periodic payment N/A	Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A % per annum	Last Payment Date N/A
Assignment of Rents which the applicant wants registered? Yes If yes, page and paragraph number: MT140002, Section 11, page 7	Place of payment POSTAL ADDRESS IN ITEM 4	Balance Due Date ON DEMAND

6. Mortgage contains floating charge on land?

No

7. Mortgage secures a current or running account?

Yes

8. Interest Mortgaged

Fee Simple



9. Mortgage Terms

Part 2 of this mortgage consists of:

(b) Filed Standard Mortgage Terms

D F Number: **MT140002**

A selection of (a) or (b) includes any additional or modified terms.

10. Additional or Modified Terms

N/A

11. Prior Encumbrances Permitted by Lender

NIL

12. Execution(s)

This mortgage charges the Borrower's Interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Witnessing Officer Signature

Execution Date

Borrower Signature(s)

YYY-MM-DD
2022-02-22

1134759 B.C. Ltd.
By their Authorized Signatory

AMANDEEP SINGH CHEEMA
BARRISTER, SOLICITOR & NOTARY
AMAN CHEEMA LAW CORPORATION
#112, 8028-128TH STREET.
SURREY, BRITISH COLUMBIA V3W 4E9
PH. 778-592-0201 FAX 778-771-2202

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

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Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

LAND TITLE ACT
FORM E

SCHEDULE

Page 3

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

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(a) Principal Amount:

This Mortgage is to secure payment to us, on demand, of,

(i) all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Mortgagor to the Mortgagee or remaining unpaid from the Mortgagor to the Mortgagee, in any currency, whether arising from dealings between the Mortgagor and the Mortgagee or from any other dealings or proceedings by which the Mortgagee may be or become in any manner whatever the Mortgagee's creditor, and wherever incurred, and whether incurred by the Mortgagor alone or with another or others and whether as principal or surety,

(ii) interest on the debts and liabilities described in sub-paragraph 5(a)(i) above at the rate (or rates), and calculated and payable in the way (or ways) as agreed to from time to time with respect to a particular debt or liability.

(d) Interest Calculation Period:

The interest calculation period will be as set forth in the Standard Mortgage Terms.

END OF DOCUMENT

This is Exhibit "D" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.



A Commissioner for taking Affidavits for British
Columbia

17 FEB 2014 10 30

MT 140002.
~~881512956~~

1/2/20

Registrar
Lower Mainland Land Title Office
New Westminster, B.C.

ZT 17/02/2014 10:30:53 AM 1 2
Doc File 1 \$24.20

Please receive herewith the following document(s) for filing by
National Bank:

STANDARD MORTGAGE TERMS

MT 140002



Jacqueline Leung
Real Property Paralegal
McCarthy Tétrault LLP
Barristers and Solicitors
1300 - 777 Dunsmuir Street
Vancouver, B.C. V7Y 1K2
(604) 643-7100

(LTO Client No. 010452)



**NATIONAL
BANK**

STANDARD MORTGAGE TERMS
(Alberta, British Columbia, Manitoba and Saskatchewan)

FILED BY: NATIONAL BANK

FILING NO.:

A. Registered in Alberta having Registration Number___.

When the Property (as defined below) is in Alberta, the following set of Mortgage Terms shall be deemed to be included in and form part of every mortgage in which it is referred to by the above-mentioned Registration Number.

B. Filed in British Columbia pursuant to the Land Transfer Form Act, R.S.B.C. 1996. Part 3, c. 252, reference date: ___. Registered in the Land Title Office, dated ___, as Filing Number ___.

When the Property (as defined below) is in British Columbia, the following set of Mortgage Terms shall be deemed to be included in and form part of every mortgage in which it is referred to by the above-mentioned Filing Number, as provided in Section 225 of the Land Title Act, R.S.B.C. 1996, c. 250, as amended or replaced from time to time.

C. Filed in Manitoba as Serial Number___.

When the Property (as defined below) is in Manitoba, the following set of Mortgage Terms shall be deemed to be included in and form part of every mortgage in which it is referred to by the above-mentioned Serial Number, as provided in Section 96(4) of The Real Property Act, RSM 1988, c. R30, as amended or replaced from time to time.

D. Registered in Saskatchewan having DSL Number___.

When the Property (as defined below) is in Saskatchewan, the following set of Mortgage Terms shall be deemed to be included in and form part of every Mortgage in which it is referred to by the above-mentioned DSL Number.

1. MEANINGS AND DEFINITIONS

1.1 Definitions. In these Mortgage Terms:

"Agreement" means any agreement or document, now or in the future, that gives rise or relates to any Obligations, and any renewals, extensions, amendments, replacements, restatements and substitutions of such agreement or document.

"Applicable Laws" means all applicable federal, provincial and municipal laws, statutes, regulations, rules, by-laws, policies and guidelines, orders, permits, licenses, authorizations, approvals and all applicable common laws or equitable principles whether now or hereafter in force and effect.

"Costs" means all costs of the Mortgagee (and interest on all such costs from the date incurred until paid to the Mortgagee) for:

- (i) preparing, executing and registering any Agreement or this Mortgage and any such costs in extending credit to the Mortgagor or qualifying the Mortgagor for such purpose;
- (ii) enforcing the Mortgage or any Agreement;
- (iii) any protective disbursements or just allowances paid by the Mortgagee that may be added to the Obligations or are otherwise secured by this Mortgage;
- (iv) any Receiver or other Person appointed with similar powers (under this Mortgage or otherwise) and such Receiver's or Person's costs in regard to the Property;
- (v) obtaining assessments of the condition of the Property, such as environmental assessments;
- (vi) complying with any requirements of Applicable Laws in regard to the Property or the Mortgage;
- (vii) performing any of the obligations of the Mortgagor under the Mortgage or any Agreement, such as the costs incurred in removing any lien from title to the Property that is in breach of this Mortgage (whether or not having priority over the Mortgage) or paying Taxes; and
- (viii) in the case of all of the above items, all legal fees and disbursements of the Mortgagee, or a Receiver, on a full solicitor-client or substantial (i.e. full) indemnity basis.

"Court" means a court or judge having jurisdiction under Applicable Laws.

"Default" means any default occurring under this Mortgage.

"Mortgage" means, together, the Mortgage Form and these Mortgage Terms.

"Mortgage Form" means the form, stipulated by Applicable Laws, to which these Mortgage Terms are attached or incorporated by reference.

"Mortgage Terms" means the terms and conditions contained in this document.

"Mortgagee" means National Bank of Canada and includes any Person to whom National Bank of Canada transfers this Mortgage.

"Mortgagee's Address" means the address shown on the Mortgage Form or the most recent address provided in a written notice given by the Mortgagee to the Mortgagor under these Mortgage Terms.

"Mortgagor" means the Person or Persons named in the Mortgage Form as Mortgagor.

"Mortgagor's Address" means the address of the Mortgagor set out in the Mortgage Form or the most recent address provided in a written notice given by the Mortgagor to the Mortgagee under these Mortgage Terms.

"Obligations" means all obligations, indebtedness and liabilities of the Mortgagor to the Mortgagee, present and future, direct and indirect, absolute and contingent, matured or not, wherever incurred, now or at any time due or owing by the Mortgagor to the Mortgagee or remaining unpaid by the Mortgagor to the Mortgagee, whether reduced from time to time and afterwards increased or entirely extinguished and afterwards incurred again (such as a revolving line of credit), whether arising by way of an Agreement or otherwise, whether arising from dealings between the Mortgagee and the Mortgagor or from other dealings or proceedings by which the Mortgagee may be or become in any manner a creditor of the Mortgagor, whether incurred by the Mortgagor as principal, surety or otherwise and whether incurred by the Mortgagor alone or with others.

"Person" means a natural person, corporation, company, partnership, joint venture, unincorporated organization, trust, government or any other entity.

"Place of Payment" means the Mortgagee's Address or any other place specified in a written notice given by the Mortgagee to the Mortgagor.

"Property" means the lands described in the Mortgage Form, together with all buildings, structures, and improvements of any nature or kind now or hereafter located on such lands, and all fixtures, rents and all other appurtenances thereto.

"Receiver" means a receiver, a manager, a receiver and manager, or any other similar Person appointed in regard to the Property, or any part of the Property, and the rents and profits of and from such Property, which receiver may be an officer or officers or employee or employees of the Mortgagee, though need not be.

"Spouse" means spouse or common-law partner.

"Strata/Condominium Documents" has the meaning given to such term in subsection 13.2.

"Taxes" means all taxes, rates and assessments of every kind that are payable by any Person in connection with this Mortgage, the Property or its use and occupation, or arising out of any transaction between the Mortgagor and the Mortgagee, but not including the Mortgagee's income taxes.

2. CONTINUING SECURITY

- 2.1 **Mortgage of Property.** The Mortgagor, hereby grants, mortgages and charges the Property to the Mortgagee as continuing security for payment and performance of the Obligations.
- 2.2 **Limitation.** This Mortgage will secure at any one time only that portion of the principal component of the Obligations at such time up to the registered amount shown on the Mortgage Form (which may be identified on such form as the principal amount), together with (i) interest (at the rate specified in this Mortgage) on such portion of the Obligations and (ii) Costs.
- 2.3 **Mortgagee Not Required to Advance Money.** The Mortgagee is not obliged to advance to the Mortgagor any money under this Mortgage, whether or not this Mortgage is registered, and nothing in this Mortgage obliges the Mortgagee to make any advances of money to the Mortgagor.
- 2.4 **No Discharge.** By entering into this Mortgage, the Mortgagor and Mortgagee do not intend that any Agreement is to be extinguished, superseded or discharged. If a judgment is obtained from a Court concerning some or all of the Obligations, the Mortgagor and Mortgagee do not intend that the remaining Obligations will be extinguished, superseded or discharged or that the Mortgagee will be prevented from exercising any of its remaining rights under any Agreement, this Mortgage or Applicable Laws.
- 2.5 **No Prejudice to Other Security.** The Mortgagee may take guarantees or security from other Persons or take other security from the Mortgagor, or grant time, renewals, extensions, indulgences, releases and discharges to the Mortgagor and other Persons, relating to the Obligations, without prejudicing the rights and remedies of the Mortgagee under this Mortgage.
- 2.6 **Possession of Property.** The Mortgagor may continue to remain in possession of the Property as long as the Mortgagor is not in Default.
- 2.7 **Discharge of Mortgage.** When all Obligations are satisfied in full by the Mortgagor, and the Mortgagor has no further liability under any Agreement, and the Mortgagee has no obligation to make any further advances or extend credit under any Agreement, this Mortgage will have no further effect and the Mortgagor will be entitled to obtain a discharge of this Mortgage. The Mortgage shall not be or be deemed to be considered as satisfied, exhausted or discharged by any intermediate payment or satisfaction of the whole or part or parts of the Obligations at any time or from time to time, but shall constitute and be a continuing security to the Mortgagee for the payment, fulfillment and performance of all of the Obligations from time to time unpaid or unfulfilled. Where the Mortgagor is entitled to such discharge of this Mortgage, the discharge will be prepared and signed by the Mortgagee and is to be registered by the Mortgagor, at the Mortgagor's expense, in the appropriate registry of deeds, land titles or land registration office or district to cause cancellation, release or discharge of this Mortgage against the Property.

3. INTEREST

- 3.1 **Calculation of Interest.** Any interest that is chargeable on and forms part of the Obligations is payable at the rate or rates and with the frequency specified by the terms of an Agreement and this Mortgage, both before and after any Default, any maturity of the Obligations to which the interest relates and any judgment obtained with respect to the Obligations to which the interest relates, until all such interest and the Obligations to which the interest relates have been paid in full. Interest unpaid when due in accordance with the terms of an Agreement and this Mortgage will be added to the Obligations and will bear compound interest at the rate or rates and with the frequency specified by the terms of an Agreement and this Mortgage. If the interest rate for any amount payable under this Mortgage is not specified by the terms of any Agreement or this Mortgage, then such interest will be payable at the rate and with the frequency and otherwise in accordance with Applicable Laws.
- 3.2 **Maximum Interest.** If the interest rate or rates under the terms of an Agreement and this Mortgage exceed the maximum rate permitted by Applicable Laws, then, notwithstanding the terms of said Agreement and this Mortgage, the interest rate will be deemed to be such maximum rate.
- 3.3 **Rate of interest on Mortgage Form.** If a rate of interest is set out on the Mortgage Form, the rate or rates of interest on the Obligations will nonetheless be the rate or rates specified by the terms of any applicable Agreement, but if none is so specified for any portion of the Obligations, then the applicable rate of interest for such Obligations will be that which is set out on the Mortgage Form.

3.4 **Interest on Costs.** Costs form part of the Obligations and if Costs arise, the Mortgagor will pay interest on such Costs on demand (and interest on overdue interest), from the time the Costs arise. The interest rate on Costs will be determined in accordance with subsections 3.1, 3.2 and 3.3.

4. PAYMENT

4.1 **Payment on Demand.** The Mortgagor will pay to the Mortgagee the outstanding amount of the Obligations immediately on demand by the Mortgagee, unless the terms of an Agreement and this Mortgage provide otherwise.

4.2 **Application of Payments.** Each payment will be applied as set out in the applicable Agreement. If an Agreement does not specify the manner in which payments will be applied, each payment will be applied firstly to Costs and secondly to other Obligations, as the Mortgagee will determine. Payments do not discharge the Mortgage otherwise than in accordance with subsection 2.7.

5. TAXES

5.1 **Payment of Taxes by Mortgagor.** Without limiting any promise the Mortgagor has made to the Mortgagee in any Agreement concerning the payment of Taxes, the Mortgagor promises to pay all Taxes when they are due and any other debt that could rank prior to this Mortgage and to send to the Mortgagee at the Place of Payment, within thirty days of the payment due date for such Taxes, evidence that such payments have been made. If the Mortgagor fails to pay Taxes as required, the Mortgagee may, but is not obligated to, pay the Taxes, and any such amount paid by the Mortgagee will be included as Costs and form part of the Obligations.

5.2 **Government Assistance.** The Mortgagor promises to apply for all government grants, assistance and rebates in respect of Taxes.

6. OTHER PROMISES OF THE MORTGAGOR

6.1 **Mortgagor Promises.** The Mortgagor promises:

- a. to comply with all terms and conditions of any charge or encumbrance of the Property;
- b. to pay and perform all Obligations, and to comply with all terms of this Mortgage and any applicable Agreement;
- c. to keep all buildings and improvements forming part of the Property in good condition and to repair them as needed or as the Mortgagee reasonably requires and not to alter or tear down any building or part of a building forming part of the Property;
- d. to enforce and maintain in good standing all warranties and insurance relating to buildings and improvements forming part of the Property;
- e. to comply with Applicable Laws affecting the condition (such as the environmental condition), repair, use and occupation of the Property;
- f. to do all things and sign any other document that the Mortgagee reasonably requires to ensure that the Obligations remain secured by this Mortgage and that the Mortgage has priority over any other security over the Property, except as may otherwise be agreed to by the Mortgagee;
- g. not to do or fail to do anything that has the effect of reducing the value of the Property or lowering the priority of this Mortgage and any other security in favour of the Mortgagee (the Mortgagor is to promptly inform the Mortgagee of any fact or event that could adversely affect the value of the Property or the financial condition of the Mortgagor or that could lower the priority of this Mortgage or other security held by the Mortgagee for the Obligations);
- h. if the Mortgagor has rented the Property, and if the Mortgagee so requests, to keep records of all rents received and of all expenses paid by the Mortgagor in connection with the Property, and, at least annually, have a statement of revenue and expenses for the Property prepared by a chartered accountant, and to give a copy of the statement to the Mortgagee;
- i. to insure and keep insured all buildings and improvements on the Property for not less than their full replacement value until this Mortgage is discharged, including, without limitation, (i) risks of loss or damage by fire with extended perils coverage and such additional perils, risks or events against which a prudent owner would insure the Property; (ii) risks of loss and damage by explosion of, or caused by, any boiler or similar equipment, against loss or damage caused by a sprinkler system; and (iii) risks of loss from damage to or destruction of the Property resulting in interruption to or loss of revenue, rental income, or business income from the Property;
- j. to send to the Mortgagee a copy of all insurance policies and renewals of same upon receipt and to ensure that all insurance policies required under this Mortgage are carried with a company approved by the Mortgagee and contain Mortgage clauses approved by the Insurance Bureau of Canada confirming that loss proceeds are payable to the Mortgagee, that the Mortgagee has the right to receive and to have a lien on the loss proceeds in accordance with its priority established under this Mortgage (the Mortgagor hereby assigns to the Mortgagee all amounts payable under any of these policies), and that the insurer will promptly advise the Mortgagee of (i) any cancellation, or proposed cancellation of a policy by the insurer for any reason, (ii) any failure by the insurer to renew a policy for any reason and (iii) any material change in the risk insured by the insurer, if required by the Mortgagee;
- k. on the happening of any damage, to furnish all necessary proofs to the Mortgagee and do all necessary acts to enable the Mortgagee to obtain payment of the insurance proceeds, with the intention that the Mortgagee, in its discretion, may allow the Mortgagor to use the insurance proceeds to repair or rebuild the Property or may use such insurance proceeds to reduce the Obligations, whether due or not;
- l. if the Mortgagee requires the Mortgagor to do so, to arrange for payments on account of Obligations to be made by pre-authorized withdrawals from an account of the Mortgagor;
- m. to pay any money, which, if not paid, would result in a default under any charge or encumbrance having priority over this Mortgage or which might result in the sale of the Property; and
- n. to pay and cause to be discharged any liens or encumbrances over the Property that are not liens or encumbrances permitted by the Mortgagee under this Mortgage or any Agreement.

6.2 **Promises regarding the Property.** The Mortgagor promises and declares to the Mortgagee that:

- a. the Mortgagor:
 - (i) has good title to the Property;
 - (ii) has the right to give the Mortgagee this Mortgage and that on Default the Mortgagee can have quiet possession of the Property free from all encumbrances; and

- (iii) will execute such further assurances of title to the Property as may be required by the Mortgagee;
- b. the Mortgagor's title to the Property is subject only to those charges and encumbrances that the Mortgagee has agreed to in writing;
- c. subject to paragraph (b) above, the Mortgagor:
 - (i) has not given or is not in the process of giving any other charge or encumbrance against the Property; and
 - (ii) has no knowledge of any other claim against the Property.

7. PROMISES BETWEEN THE MORTGAGOR AND THE MORTGAGEE

- 7.1 **Mortgagee May Fulfill Mortgagor's Obligations.** The Mortgagee may, but is not required to, fulfill any of the obligations of the Mortgagor under the terms of an Agreement, this Mortgage or the Obligations, or spend any money to perform any such obligations.
- 7.2 **Subsequent Interests.** By this Mortgage, the Mortgagor grants and mortgages any additional or greater interest in the Property that the Mortgagor may later acquire.
- 7.3 **Inspection of Property.** The Mortgagee or its agents may, at any reasonable time, inspect the Property and any buildings and improvements which form part of it, or have it appraised from time to time. In addition, the Mortgagee or its agents may conduct, at any reasonable time, any environmental testing, site assessment, investigation, or study that the Mortgagee or its insurer considers necessary. The reasonable cost of any inspection, appraisal, testing, assessment, investigation or study will be immediately due and payable by the Mortgagor and will form part of the Costs. The Mortgagee or its insurer, or their respective agents, will not become a mortgagee in possession by exercising these rights.
- 7.4 **Repairs by Mortgagee.** The Mortgagee, in its sole discretion, may enter the Property at any reasonable time to inspect the Property and request the Mortgagor to make any repairs that the Mortgagee deems necessary, at the cost of the Mortgagor, but, just by doing so, the Mortgagee will not become a mortgagee in possession nor will the Mortgagee be under any obligation to make any repairs to the Property.
- 7.5 **Mortgagee not Responsible for Maintenance.** If the Mortgagee takes possession of the Property, the Mortgagee will not be responsible for maintaining and preserving the Property or maintaining the use for which the Property is intended, except to the extent required by Applicable Laws, and the Mortgagee need only account to the Mortgagor for any money the Mortgagee actually receives in connection with this Mortgage or the Property while in possession of the Property.
- 7.6 **Notice to Mortgagee.** Any notice by the Mortgagor to the Mortgagee may be delivered at or sent by registered mail to the Mortgagee's Address.
- 7.7 **Notice to Mortgagor.** Any notice by the Mortgagee to the Mortgagor may be delivered at or sent by registered mail to the Mortgagor's Address.
- 7.8 **When Notice Received.** Any notice given by mail in accordance with this Mortgage is considered to have been received five days after the day on which it was mailed.
- 7.9 **Mail Strike or Disruption.** Any notice to be given during a mail strike or disruption must not be sent by mail.
- 7.10 **No Release on Sale.** The Mortgagor is not released from the Obligations because the Mortgagor transfers or otherwise conveys, or purports to transfer or otherwise convey, the Property or any interest therein.
- 7.11 **Other Mortgages.** If the Mortgagor has mortgaged, charged or granted any interest or security in any other property to the Mortgagee to secure payment of any of the Obligations, the Mortgagee may take all proceedings under any of those mortgages, charges, grants of interest or security as the Mortgagee decides and as permitted by Applicable Laws.
- 7.12 **Consolidation with Other Mortgages.** The Mortgagee is entitled to treat this Mortgage as one with any other mortgages given now or in the future by the Mortgagor to the Mortgagee, so that the Mortgagee can require that the requirements of all such mortgages, and this Mortgage, have to be satisfied in full before the Mortgagee will be obligated to give a discharge of any of those mortgages or this Mortgage.
- 7.13 **Mortgagee May Release Part of Property.** Whether or not the Mortgagee receives any value, at all times the Mortgagee may release any part or parts of the Property or any other security or any other Person's promise for payment or performance of all or any part of the Obligations without being accountable to the Mortgagor except for the money the Mortgagee actually receives. Notwithstanding any such release, the Property, security and promises of the Mortgagor and other Persons remaining unreleased will remain in effect for payment and performance of the Obligations.

8. DEFAULTS

- 8.1 **Events of Default.** A Default occurs under this Mortgage if:
 - a. the Mortgagor fails to pay or perform any of the Obligations at the time and in the manner required by the terms of any Agreement or by this Mortgage;
 - b. any statement, certification, representation, covenant or agreement of the Mortgagor or a guarantor given to the Mortgagee in connection with any Obligations is or becomes untrue or misleading;
 - c. the Mortgagor breaches any promise, condition or agreement which the Mortgagor has made to the Mortgagee in this Mortgage or the Mortgagor or any other Person breaches a promise, condition or agreement in any Agreement;
 - d. the Mortgagor ceases to carry on its business, becomes insolvent or bankrupt, becomes subject to insolvency, reorganization, arrangement or similar proceedings affecting the rights of creditors;
 - e. the Property is abandoned or ceases to be used as currently used;
 - f. the Property or any part of it is expropriated or condemned;
 - g. the Mortgagor sells or agrees to sell all or any part of the Property or the Mortgagor leases it or any part of it without the prior written consent of the Mortgagee, which may be refused at the sole discretion of the Mortgagee;
 - h. the Mortgagor gives another Mortgage of the Property to someone other than the Mortgagee without the prior written consent of the Mortgagee;

- i. any type of lien whatsoever, such as a mechanic's, builder's, or construction lien, judgment or any similar encumbrance is registered against the Property or the Mortgagee receives notice that a lien or judgment will be obtained, unless prior written consent is obtained from the Mortgagee for each instance of lien, judgement or encumbrance;
- j. the Property is subject to foreclosure proceedings, judicial sale, or otherwise seized by another mortgagee, encumbrancer, writ holder, receiver, or any agent of one of those, or any other Person performing similar functions;
- k. improvements to the Property remain unfinished and no work has been done for a period of fifteen consecutive days;
- l. the Mortgagor is in default under any lease of the Property; or
- m. an event occurs which is stated to be a Default under this Mortgage.

8.2 Mortgagee Determines Default. The Mortgagee, in its sole discretion, will determine whether any Default has occurred.

9. CONSEQUENCES OF A DEFAULT

9.1 Mortgagor's Rights Cease Upon Default. Upon a Default occurring, the Mortgagor is not entitled to exercise any rights or entitlements under this Mortgage or any Agreement.

9.2 Mortgagee's Rights on Default. If a Default occurs, the Mortgagee, where and to the extent permitted by Applicable Laws, and then in any order that the Mortgagee chooses, may do any one or more of the following:

- a. demand immediate payment or performance of any or all of the Obligations, in which case such Obligations will become immediately due and payable;
- b. sue the Mortgagor for money that is due in respect of the Obligations;
- c. take proceedings and any other legal steps to compel the Mortgagor to satisfy or perform the Obligations;
- d. enter upon and take possession of the Property;
- e. sell the Property and any other property mortgaged by the Mortgagor to the Mortgagee by public auction or private sale on terms decided by the Mortgagee, including selling the Property for cash or credit or any combination of the two:
 - (i) on thirty-five days notice to the Mortgagor if the Default has continued for fifteen days (or longer or other period, if required by Applicable Laws); or
 - (ii) without notice to the Mortgagor if the Default has continued for sixty days or more (if and to the extent permitted by Applicable Laws);
- f. lease the Property on terms decided by the Mortgagee:
 - (i) on fifteen days notice to the Mortgagor if the Default has continued for fifteen days (or longer or other period, if required by Applicable Laws); or
 - (ii) without notice to the Mortgagor if the Default has continued for thirty-one days or more (if and to the extent permitted by Applicable Laws);
- g. apply to a Court for an order that the Property be sold on terms approved by the Court;
- h. apply to a Court to foreclose the Mortgagor's interest in the Property so that when the Court makes its final order of foreclosure the Mortgagor's interest in the Property will be absolutely vested in and belong to the Mortgagee;
- i. apply to a Court to have a receiver or receiver and manager or comparable officer of the Court appointed with respect to the Property or appoint a Receiver of the Property under this Mortgage;
- j. enter upon and take possession of the Property without the permission of anyone and make any arrangements the Mortgagee considers necessary to:
 - (i) inspect, lease, collect rents or manage the Property;
 - (ii) complete the construction of any building on the Property; or
 - (iii) repair any building on the Property; and
- k. take whatever action is necessary to take, recover and keep possession of the Property.

9.3 Powers of the Court. Nothing in subsection 9.2 affects the jurisdiction of the Court.

9.4 Application of Proceeds. Any payments made in respect of the Obligations from money or other proceeds realized from the enforcement of the Mortgagee's remedies including proceeds realized under this Mortgage, may be applied and reapplied notwithstanding any previous application on such part or parts of the Obligations as the Mortgagee decides or may be held unappropriated in a separate collateral account for such time as the Mortgagee decides.

9.5 Deficiency After Sale. Subject to Applicable Laws, if the proceeds available from realizing upon the Property pursuant to this Mortgage are not sufficient to pay all the Obligations, the Mortgagor will pay to the Mortgagee on demand the amount of the deficiency.

9.6 Mortgagee's Rights After Judgment. If the Mortgagee obtains judgment against the Mortgagor as a result of a Default, the remedies described in subsection 9.2 may continue to be used by the Mortgagee to compel the Mortgagor to pay and perform the Obligations. The Mortgagee will continue to be entitled to receive interest on the Obligations, in accordance with and in the manner provided for such interest under the terms of an Agreement and this Mortgage, until the judgment is paid in full.

9.7 No Waiver of Rights. If the Mortgagee does not exercise any of the Mortgagee's rights on the happening of a Default or does not ask the Mortgagor to cure such Default, the Mortgagee is not prevented from later compelling the Mortgagor to cure that Default or exercising any of those rights in connection with that Default or any later Default of the same or any other kind.

10. CONSTRUCTION OF BUILDINGS OR IMPROVEMENTS

10.1 No Construction, Alteration or Addition Without Consent. The Mortgagor will not construct, alter or add to any buildings or improvements on the Property without the prior written consent of the Mortgagee, and then, only in accordance with accepted construction standards, building codes and municipal or government requirements and, if provided by any Agreement, plans and specifications approved by the Mortgagee.

11. RENTAL AND ASSIGNMENT OF RENT

- 11.1 Mortgagee to Approve Rental.** If the Property or any part of the Property is currently used as owner-occupied residential premises, the Mortgagor represents that no part of the Property is rented or occupied by a tenant and the Mortgagor promises not to rent, lease or enter into a tenancy agreement of any part of the Property without obtaining the Mortgagee's prior written approval, which approval may be refused at the sole discretion of the Mortgagee.
- 11.2 Assignment.** If the Property or any part of the Property is used or intended to be used as rental premises, the Mortgagor:
- a. must deliver to the Mortgagee a copy of all leases related to the Property and will provide any and all information related to the rents on the Mortgagee's request;
 - b. will only lease the Property at a value corresponding to a lease at the fair market value and will not accept payment in advance of more than one month's rent; and
 - c. assigns, as additional and separate security for the Obligations, all existing and future rents and leases relating to the Property. In particular, the Mortgagor transfers and assigns to the Mortgagee as security:
 - (i) all leases, lease agreements, sub-leases, and offers to lease, and their renewals, whether in writing or not;
 - (ii) all rents and other money payable under the terms of all such leases, sub-leases, offers to lease, and agreements; and
 - (iii) all the Mortgagor's rights under such leases, sub-leases, offers to lease, and agreements.
- 11.3 Receipt of Rents.** Notwithstanding subsection 11.2, the Mortgagee will allow the Mortgagor to receive the rents as long as the Mortgagor is not in Default. If the Mortgagee withdraws this authorization, the Mortgagee may collect such rents and revenues and will be entitled to a reasonable commission or other remuneration, which it may deduct from any amounts collected. Subsection 9.4 will apply to the proceeds of such collection by the Mortgagee.
- 11.4 Mortgagee Not Responsible.** Nothing done by the Mortgagee under this section 11 will make the Mortgagee a mortgagee in possession or will have the effect of making the Mortgagee responsible for collecting rent or complying with any terms of any lease or agreement.

12. RECEIVER

- 12.1 Mortgagee May Appoint Receiver.** Upon Default, the Mortgagee or the Mortgagee as agent or attorney for the Mortgagor (with no such appointment being revocable by the Mortgagor), with or without entering into possession of the Property or any part thereof, may appoint in writing a Receiver and may remove any such Receiver and appoint a new Receiver in the place and stead of any previously appointed Receiver.
- 12.2 Powers of Receiver.** Subject to Applicable Laws, the Receiver:
- a. will be deemed to be the Mortgagor's irrevocable agent or attorney, vested with all rights, powers and discretions of the Mortgagor, and the Mortgagor will be solely responsible for the Receiver's acts or omissions;
 - b. has power, either in the Mortgagor's name or in the name of the Mortgagee, to demand, recover and receive income from the Property and start and carry on any action or court proceeding to collect that income;
 - c. may lease or sublease the Property or any part of it on terms and conditions that the Receiver chooses;
 - d. may complete the construction of or repair any improvement on the Property;
 - e. may take possession of all or part of the Property;
 - f. may manage the Property and maintain it in good condition;
 - g. has the power to perform, in whole or in part, the Mortgagor's duties under the terms of the Agreements, this Mortgage and the Obligations; and
 - h. has the power to do anything that, in the Receiver's opinion, will maintain and preserve the Property or will increase or preserve the value or income potential of the Property.
- 12.3 Use of Income by Receiver.** From income received from the Property, the Receiver may, subject to Applicable Laws, in any order the Receiver chooses, (i) retain enough money to pay or recover the cost to collect the income and to cover other disbursements; (ii) retain its commission, fees and disbursements as receiver; (iii) pay all Taxes and the cost of maintaining the Property in good repair, completing the construction of any building or improvement on the Property, supplying goods, utilities and services to the Property and taking steps to preserve the Property from damage by weather, vandalism or any other cause; (iv) pay any money for matters required to be paid by the Receiver under Applicable Laws, or that might, if not paid, result in a default under any charge or encumbrance having priority over this Mortgage or that might result in the sale of the Property if not paid; (v) pay Taxes in connection with anything the Receiver is entitled to do under this Mortgage; (vi) pay interest to the Mortgagee that is due and payable; (vii) pay all or part of the Obligations to the Mortgagee whether or not it is due and payable; (viii) pay any other money owed by the Mortgagor under this Mortgage; and (ix) pay insurance premiums.
- 12.4 Receiver May Borrow.** The Receiver may borrow money for the purpose of doing anything the Receiver is authorized to do.
- 12.5 Mortgagor Responsible for Borrowing by Receiver.** Any money borrowed by the Receiver from the Mortgagee, and any interest charged on that money and all the costs of borrowing, will form part of the Obligations and will bear interest at the rate and to be paid with the frequency provided under the applicable terms upon which such money was borrowed.
- 12.6 Receiver's Costs and Expenses.** The fees and disbursements of the Receiver, if paid by the Mortgagee, will form part of the Obligations and will bear interest according to the terms of any applicable Agreement and this Mortgage.
- 12.7 Mortgagee Not Responsible.** Nothing done by the Receiver under this section 12 will make the Mortgagee a mortgagee in possession, and the Mortgagor hereby releases and discharges the Mortgagee and every Receiver from every claim of every nature, whether sounding in damages for negligence or trespass or otherwise, which may arise or be caused to the Mortgagor or any Person claiming through or under it by reason or as a result of anything done by the Mortgagee or any Receiver under the provisions of this section 12. The Mortgagor agrees to ratify and confirm all actions of any Receiver taken or made pursuant to this provision and agrees that neither the Receiver nor the Mortgagee will be liable for any loss sustained by the Mortgagor or any other Person resulting from any such action or failure to act.

13. STRATA LOT/CONDOMINIUM PROVISIONS

- 13.1 Strata Lot/Condominium Provisions.** This section 13 applies if the Property is or becomes a strata lot or condominium property under the Applicable Laws. The Mortgagor will comply with this section 13 in addition to all other terms of this Mortgage and Applicable Laws.
- 13.2 Mortgagor Will Obey Strata/Condominium Rules.** The Mortgagor will perform all of the Mortgagor's obligations as a strata lot/condominium owner under the Applicable Laws and the declaration, bylaws, rules and regulations of the strata/condominium corporation (the "Strata/Condominium Documents") and will pay all money owed by the Mortgagor to the strata/condominium corporation.
- 13.3 Insurance.** The Mortgagor will cause the strata/condominium corporation to insure the Property and the common property (or common elements), in accordance with the Applicable Laws. In addition, the Mortgagee agrees that the provisions of the Applicable Laws regarding the insurance proceeds will prevail notwithstanding subsection 6.1(k).
- 13.4 Right to Vote.** The voting rights of the Mortgagor as owner are exercisable by the Mortgagee on written notice to the strata/condominium corporation as provided by the Applicable Laws, but the Mortgagee is not required to attend meetings of the strata/condominium corporation or to exercise such rights, whether or not notice is given. The Mortgagor hereby irrevocably assigns all voting rights to the Mortgagee, provided until the Mortgagee gives written notice of this Mortgage to the strata/condominium corporation, the Mortgagor may exercise voting rights.
- 13.5 Mortgagor to Supply Copies of Documents.** At the request of the Mortgagee, the Mortgagor will give the Mortgagee copies of all notices, financial statements and other documents given by the strata/condominium corporation to the Mortgagor.
- 13.6 Mortgagee is Mortgagor's Agent.** The Mortgagor appoints the Mortgagee to be the Mortgagor's agent to inspect or obtain copies of any records or other documents of the strata/condominium corporation that the Mortgagor is entitled to inspect or obtain, including the amount of any assessments or payments due to the strata/condominium corporation by the Mortgagor. The Mortgagee is entitled to make inquiries as to the status of the Mortgagor's common expense contributions.
- 13.7 Default.** There is a Default if the strata/condominium corporation transfers, charges or adds to the common property (or common elements), or amends its Strata/Condominium Documents without the consent of the Mortgagee, and if, in the Mortgagee's opinion, the value of the Property is reduced.
- 13.8 Mortgagee May Require Payment.** At the option of the Mortgagee, and subject to compliance with Applicable Laws, there is a Default if:
- governance of the property of the strata/condominium corporation under the Applicable Laws is terminated or wound up as described in the Applicable Laws or the Strata/Condominium Documents;
 - a vote of the strata lot/condominium owners authorizes the sale of the property of the strata/condominium corporation or of a part of its common property (or common elements);
 - the strata/condominium corporation fails to comply with the Applicable Laws or the Strata/Condominium Documents;
 - the strata/condominium corporation fails to insure the strata lots/condominium units and common property (or common elements) against destruction or damage by fire and other perils usually insured against for full replacement cost; or
 - the strata/condominium corporation fails, in opinion of the Mortgagee, to manage its property and assets in a careful way or to maintain its assets in good repair.
- 13.9 Strata Lot/Condominium Expense Default.** Where the Mortgagor defaults in the obligation to contribute to the administrative expenses assessed or levied by the strata/condominium corporation, or any authorized agent on its behalf, or any assessment, instalment or payment due to the strata/condominium corporation or upon breach of any covenant or the provisions herein before in this subsection 13.9 contained, regardless of any other action or proceeding taken or to be taken by the strata/condominium corporation, the Mortgagee, may at its sole option and discretion and without notice to the Mortgagor:
- pay such expenses or levies and add any such payments to the Obligations and such amounts will bear interest according to the terms of any applicable Agreement and this Mortgage; or
 - deem such default to be a Default under this Mortgage.
- Upon Default and notwithstanding any other right or action of the strata/condominium corporation or of the Mortgagee, the Mortgagee may distrain for arrears of any assessments, instalments or payments due to the Mortgagee or arising under this provision.
- 13.10 Mortgagee Not Responsible.** Nothing done by the Mortgagee under this section 13 will make the Mortgagee a mortgagee in possession.

14. SUBDIVISION

- 14.1 Effect of Subdivision.** If the Property is subdivided:
- this Mortgage will charge each subdivided lot as security for payment and performance of all of the Obligations; and
 - the Mortgagee is not required to discharge this Mortgage as a charge on any of the subdivided lots unless all the Obligations are paid and performed.

15. SPOUSE OF THE MORTGAGOR

- 15.1 Consent of Spouse.** Unless such affidavits and other documents are separately delivered to the Mortgagee as required under Applicable Laws to release to the Mortgagee any claim or interest of a Spouse in and to the Property, any Spouse who is signing the Mortgage Form consents to the granting of this Mortgage by the Mortgagor and releases to the Mortgagee any claim or interest that the Spouse has or may have in the Property under Applicable Laws as far as such release is necessary to give effect to the Mortgagee's rights under this Mortgage.

16. GENERAL

- 16.1 Who this Mortgage Binds.** This Mortgage binds the Mortgagor, a Spouse (if any Spouse is signing the Mortgage Form) and their respective heirs, personal representatives, successors, executors, administrators and assigns.

- 16.2 Amendments.** Any agreement to make material changes to this Mortgage will apply to those who agree to the changes in writing.
- 16.3 Joint and Several Obligations.** Each Person who signs this Mortgage as a Mortgagor is jointly and severally liable for the payment and performance of all of the Obligations.
- 16.4 Unenforceable Provisions.** If any part of this Mortgage is not enforceable or invalid, all other parts of this Mortgage will remain in full effect and be enforceable against the Mortgagor.
- 16.5 Mortgagee May Make Changes.** The Mortgagee may, without consent or notice, assign, grant security interests in or otherwise dispose of all or some of the Obligations or this Mortgage.
- 16.6 Responsibility of Mortgagee.** The Mortgagee is only liable to the Mortgagor for the Mortgagee's wilful misconduct or gross negligence.
- 16.7 Mortgagee May Delegate.** The Mortgagee may delegate the exercise of its rights or the performance of its obligations to another Person. In that event, the Mortgagee may furnish that Person with any information it may have concerning the Mortgagor or the Property.
- 16.8 Headings.** Headings in the Mortgage do not form part of this Mortgage but are used only for easy reference.
- 16.9 Interpretation.** In this Mortgage, the singular includes the plural and vice versa.
- 16.10 Conflicts Between Documents.** If there is a conflict between any provision of this Mortgage and any Agreement, the relevant provision in the Agreement will prevail to the extent of the conflict.
- 16.11 Further Assurances of the Mortgagor.** At the request of the Mortgagee, the Mortgagor will execute such further documents as may be required by the Mortgagee to more fully give effect to this Mortgage.
- 16.12 Extent of Estate.** For better securing to the Mortgagee the payment and the performance of the Obligations, the Mortgagor hereby mortgages to the Mortgagee all of the Mortgagor's estate and interest in the Property.
- 16.13 Power of Attorney.** In consideration of the mutual promises of the Mortgagee and the Mortgagor in this Mortgage, the Mortgagor grants to the Mortgagee, with full power of substitution, an irrevocable power of attorney coupled with an interest to perform any action or to sign any document required to allow the Mortgagee to fully exercise the rights granted under this Mortgage or any Agreement and to deal with the Property. The Mortgagor ratifies in advance all actions of the Mortgagee pursuant to such power of attorney and confirms that the Mortgagee is not liable for any loss sustained by the Mortgagor or any other Person resulting from any such action or any failure to act.
- 16.14 Rights and Remedies.** The Mortgagee may exercise all rights and remedies in this Mortgage, any Agreement or under Applicable Laws, concurrently, cumulatively, independently and in such order and combination and at such times as the Mortgagee sees fit. In doing so, the Mortgagee is not obligated to exhaust any one right or remedy before exercising any of its other rights or remedies.
- 16.15 Property Located in Saskatchewan.** If the Property is located in Saskatchewan and the Mortgagor is a corporation:
- The Land Contracts (Actions) Act* of Saskatchewan shall have no application to any "action", as defined in that Act, with respect to this Mortgage; and
 - The Limitation of Civil Rights Act* of Saskatchewan shall have no application to this Mortgage or any Agreement or to the Mortgagee and any other Person who may have rights, powers or remedies under this Mortgage or any Agreement.
- 16.16 Property Located in British Columbia.** If the Property is located in British Columbia:
- The right of consolidation described in subsection 7.12 hereof shall apply to the Mortgage and to any other mortgages and/or charges given by the Mortgagor to the Mortgagee notwithstanding section 31 of the *Property Law Act*, R.S.B.C. 1996, c. 377, as amended or replaced from time to time.
 - Clause 15 of Schedule 6 of the *Land Transfer Form Act*, R.S.B.C. 1996, c. 252, as amended or replaced from time to time, is expressly excluded from this Mortgage.
- 16.17 Property Located in Alberta.** If the Property is located in Alberta:
- Expropriation Act (Alberta):** The Mortgagor acknowledges that it has been fully instructed and advised as to the meaning of sections 49 and 52 of the *Expropriation Act (Alberta)*, and hereby waives the provisions of sections 49 and 52 of the *Expropriation Act (Alberta)* and any legislation enacted in place thereof.
 - Waiver of Insurance Statutes:** The Mortgagor hereby irrevocably waives any and all statutory provisions which may require that proceeds of insurance be used, or permit an insurer to use proceeds of insurance, to restore or rebuild, including the *Fires Prevention (Metropolis) Act, 1774* and the *Insurance Act (Alberta)*.
- 16.18 Governing Law.** This Mortgage shall be governed in all respects by the laws of the Province where the Property is situated and the laws of Canada applicable therein.

**SCHEDULE 1
LEASEHOLD MORTGAGE**

1. **Definition.** For the purposes of this Schedule 1, "Lease" means a lease, or any sublease, pursuant to which the Mortgagor has a leasehold interest, if any, in the Property;
2. **Application to Leases.** If all or any part of the Property is held by way of a leasehold interest, this Schedule forms part of this Mortgage and this Mortgage is to be construed as a charge upon the unexpired term of the Lease less the last day of that term.
3. **Mortgagor Promises.** The Mortgagor represents to the Mortgagee that:
 - a. the Mortgagor has provided to the Mortgagee a true and complete copy of the Lease;
 - b. the Lease is held by the Mortgagor subject only to those charges and encumbrances that are registered in the appropriate registry of deeds, land titles or land registration office at the time the Mortgagor signs this Mortgage;
 - c. the Lease is in good standing;
 - d. the Mortgagor has complied with all the Mortgagor's promises and agreements contained in the Lease;
 - e. the Mortgagor has paid all rent that is due and payable under the Lease;
 - f. the Lease is not in default; and
 - g. the Mortgagor has the right to mortgage the Lease to the Mortgagee.
4. **Mortgagor's Obligation.** Where the interest mortgaged is a leasehold interest, the Mortgagor will:
 - a. comply with the Lease and not do anything that would cause the Lease to be terminated;
 - b. immediately give to the Mortgagee a copy of any notice or request received from the landlord;
 - c. maintain the Lease in good standing, and to renew the Lease or enter into a new lease agreement for the Property from time to time, so long as the Mortgage or Obligations are outstanding;
 - d. immediately notify the Mortgagee if the landlord advises the Mortgagor of the landlord's intention to terminate the Lease before the term expires; and
 - e. sign any other document the Mortgagee requires to ensure that any greater interest in the Property that is acquired by the Mortgagor is charged by this Mortgage.
5. **Default Under Lease.** Any default under the Lease is a Default under this Mortgage.
6. **No Changes to Lease.** The Mortgagor promises the Mortgagee that the Mortgagor will not, without first obtaining the written consent of the Mortgagee:
 - a. surrender or terminate the Lease; or
 - b. agree to change the terms of the Lease.
7. **Mortgagee May Perform.** The Mortgagee may perform any promise or agreement of the Mortgagor under the Lease. Any amounts paid by the Mortgagee pursuant to the Lease shall be added to and form part of Costs.
8. **Mortgagee Not Responsible.** Nothing done by the Mortgagee under this Schedule 1 will make the Mortgagee a mortgagee in possession.

END OF SET

This is Exhibit "E" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.



A Commissioner for taking Affidavits for British
Columbia

National Bank Business Credit Card Application

043

Financing

Correspondence: English French

Complete all fields in financing sections A-B-C and section 1. For sections 2-3-4-6-6, select the desired options before the client meeting.

Select the origin of the application:

SME Account Manager-Commercial Banking (CMAL)

Financing - credit limit

- \$0-25,000 - Joint and several liability
- \$25,001 or more - Joint and several liability
- All amounts - Corporate liability

Specify the amount (required if authorized by Credit sector)

• What are the sales figures for the past 12 months? _____

• If the card is for purchases with suppliers: What is the expected average monthly volume of purchases? _____

• If the card is for expense accounts: How many cards will be issued? _____

What is the maximum amount per card? _____

Average monthly expenses? _____

Does a credit card need to be issued for all authorized signatories? Oui Non

Section A. Card selection

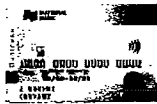
Select desired option 1

New account



- Platinum Business Card**
- Main card: annual fee of \$125
 - Each additional card: annual fee of \$50
 - Annual interest rate for purchases: 20.99%
 - Annual interest rate for balance transfers and cash advances: 22.99%

- Platinum Business Card - Health care professionals**
- Main card: annual fee of \$75
 - Each additional card: annual fee of \$50
 - Annual interest rate for purchases: 20.99%
 - Annual interest rate for balance transfers and cash advances: 22.99%



- Business Card with regular rate**
- No annual fee
 - Annual interest rate for purchases: 20.99%
 - Annual interest rate for balance transfers and cash advances: 22.99%

- Business Card with reduced rate¹**
- Main card: annual fee of \$30
 - Each additional card: no additional annual fee
 - Annual interest rate for purchases: 14.5%
 - Annual interest rate for balance transfers and cash advances: 14.5%



- Business Line (SMAO)**
- Main card: annual fee of \$50
 - Joint and several liability only
 - No additional card allowed
 - The credit card for the Mastercard business line will be issued in the name of the company and the authorized signatory.
 - **Maximum limit of \$10,000**

Section B. Current offer

Current offer

Select...

Section C. Credit limit authorized by the business line (Reserved for the Bank)

Only SME and commercial banking account managers as well as the Business Central senior manager can complete this section. You must comply with the limit authorized to the Account Manager (P1213-100 section 6) for this section. All cards will share the company's credit limit.

New account:

As Account Manager, I authorize the issue of a new credit card with a limit of \$50 000

Limit increase:

As Account Manager, I authorize the increase of the credit card limit to _____

Authorized by: Dishen Zhao

Signature X

1. Information about the company

All fields are mandatory

Name of the company to emboss on the card (maximum of 21 characters, including spaces) 1239583 BC LTD Legal name (The company's legal name as indicated on its documents of incorporation or declaration of registration and ICDP. Important: Do not indicate the (S)UML name). 1239583 BC LTD

Address (Street No. and name) 32330 South Fraser Way Apt. 7 City Abbotsford

Province British Columbia Postal code V2T 1X1 Phone No. 604 615-2649 CIS No. (last 7 digits) 1 0 5 3 5 6 1 Operations start date Recommended risk rating (if known)

Sector of activity and/or nature of operations Agriculture, forestry, fishing and hunting

Specify Farming

Is the mailing address the same as the company's legal address? Yes No

2. Information about authorized signatories All fields are mandatory unless otherwise indicated

All authorized signatories for the company must sign section 7.

Mr. Jaswant Last name Bath Date of birth 04/03/1936 Social insurance No.¹ (optional) _____
 Personal address (Street No. and name) Apt. City Province Postal code
390 Road MI Lehman Apt. _____ City Abbotsford Province British Columbia Postal code V4X2L4
 Home phone No. Personal email address
236 887-2688 jaswantbath@gmail.com
 Residence status: Owner Tenant Other
 Personal gross annual income - Corp. Liability Optional Personal net worth (assets less liabilities) - Corp. Liability Optional Have you lived at this address for less than 2 years? No
\$50,000

All authorized signatories for the company must sign section 7.
 Mr. Jasbir Last name Bath Date of birth 14/02/1969 Social insurance No.¹ (optional) _____
 Personal address (Street No. and name) Apt. City Province Postal code
32916 12th Avenue Apt. _____ City Mission Province British Columbia Postal code V2V2M8
 Home phone No. Personal email address
604 616-2649 jasbirbath@gmail.com
 Residence status: Owner Tenant Other
 Personal gross annual income - Corp. Liability Optional Personal net worth (assets less liabilities) - Corp. Liability Optional Have you lived at this address for less than 2 years? _____
\$50,000

Are there other authorized signatories for the company? Yes How many? 1

3. Additional cards for cardholders All fields are mandatory unless otherwise indicated

Would you like additional cards for cardholders? No

4. Overdraft protection

Would you like overdraft protection? No

5. Balance transfer request

Do you want to transfer the balance of a credit card issued by another financial institution? No

6. Pre-authorized debit request Payment in full is mandatory for corporate liability

Do you wish to enroll in the pre-authorized debit service? Yes

7. Signature of authorized signatories

 Date 13/03/2021
 Date 13/03/2021

8. To be completed by the employee (reserved for the Bank)

ICOP validation
 I confirm:
 Having read and/or updated the information in ICOP about the legal entity and its related persons (P1.00-006), including the full addresses of the legal entity and signatories in subsections 4.2 and 4.3. The information in ICOP will be used to create the credit card account.
 ICOP No.: 2359179

Form validation
 I confirm:
 Having completed all field in the form, unless otherwise indicated. Otherwise, my application will be deemed non-compliant, which could result in processing delays. I confirm having read and agreed to the authorized signatories the "General Conditions" appendix based on the choice of liability (joint and several or corporate liability) as well as the "Pre-authorized Debit Agreement for Businesses," if applicable.
 Employee's name (in block letters) J. Bath Employee No. 108829 Transit 6682-1

¹ Subject to credit approval by the Bank.
² The reduced interest rate is granted subject to credit approval by the Bank.
³ Disclosure of your social insurance number is optional. Refer to the "Collection, Use and Communication of Financial and Personal Information" section in the General Conditions attached to this application to read about how National Bank may use this information.
⁴ The cash advance to cover the overdraft will be rounded upwards to the next multiple of \$100. Please refer to the Fee Guide - Banking Services for Businesses to find out about applicable fees.
⁵ Balance transfers cannot exceed 75% of the credit limit granted to the company. Balance transfers are processed in the same way as cash advances, and are subject to the credit card agreement. Note that interest on cash advance amounts begins to accrue as of the cash advance date, until full payment is received. The Bank reserves the right to refuse any balance transfer request.

This is Exhibit "F" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.

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A Commissioner for taking Affidavits for British
Columbia

GENERAL SECURITY AGREEMENT
(All present and future assets)
(Canada except Quebec)

GRANTED BY: 1239583 B.C. Ltd. (hereafter called the "Debtor")

TO NATIONAL BANK OF CANADA (hereafter called the "Bank").

1. GRANT OF SECURITY INTEREST**1.1 Security Interest**

As general and continuing security for the payment and performance of all Obligations of the Debtor to the Bank, the Debtor hereby grants to the Bank a security interest in all of the Debtor's present and after-acquired property and undertaking (collectively, the "Collateral") and also mortgages, charges and assigns the Collateral to the Bank. Without limitation, the Collateral includes all right, title and interest that the Debtor now has or may hereafter have or acquire in any manner whatsoever (including by way of an amalgamation) in all property of the following kinds:

- (a) Receivables: all debts, accounts, claims and choses in action for monetary amounts (collectively, the "Receivables");
- (b) Inventory: all inventory of whatever kind and wherever situated (collectively, the "Inventory");
- (c) Equipment: all machinery, equipment, fixtures, furniture, vehicles and other goods which are not Inventory (collectively, the "Equipment");
- (d) Securities: all shares, bonds, debentures and other securities (collectively, the "Securities");
- (e) Instruments and Money: all bills, notes, cheques and other instruments (collectively, the "Instruments") and all money;
- (f) Documents of Title and Chattel Paper: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not, and all chattel paper;
- (g) Intangibles: all intangibles not otherwise described in this Section 1.1 including, without limitation, all goodwill and all patents, trademarks, copyrights and other intellectual property;
- (h) Real Property: all real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively, the "Real Property"), and all rights under any lease or agreement relating to Real Property;
- (i) Books and Records: all books, invoices, documents and other records in any form evidencing or relating to the Collateral; and
- (j) Proceeds: all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral.

1.2 Obligations Secured

The obligations secured by this Agreement include all debts and liabilities of the Debtor to the Bank, present and future, direct and indirect, absolute and contingent, matured and unmatured, wherever and however incurred, and whether arising from dealings between the Bank and the Debtor or from other dealings by which the Bank may be or become a creditor of the Debtor and whether incurred by the Debtor alone or with another and whether as principal or guarantor or otherwise (collectively, the "Obligations").

1.3 Certain definitions

- (a) The terms "accessions", "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "money", "proceeds" and "securities" whenever used herein have the meanings given to those terms in the Personal Property Security Act currently in effect in the province referred to in Section 6.12 below;
- (b) Any reference in this Agreement to the security granted hereby refers collectively to the security interest, mortgage, charge and assignment hereby granted in favour of the Bank.
- (c) Any reference to "Debtor" refers to the undersigned, if one, or to each undersigned, if more than one. When the term

"Debtor" designates more than one person or entity, each one shall be jointly and severally liable for the obligations stipulated herein.

1.4 Attachment of Security

The Debtor acknowledges that value has been given and agrees that the security granted hereby attaches upon the execution of this Agreement (or, in the case of any after-acquired property, at the time of acquisition by the Debtor of any rights therein).

1.5 Real Property

- (a) With respect to (and only to) Real Property, the security granted hereby is constituted by way of floating charge, but will become a fixed charge upon the earlier of (i) the Obligations becoming immediately payable, and (ii) the occurrence of any other event which by operation of law would result in such floating charge becoming a fixed charge;
- (b) The security granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Debtor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its security, will assign such last day as directed by the Bank.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS**2.1 Representations and Warranties**

- The Debtor hereby represents and warrants to the Bank that:
- (a) the principal residence, chief executive office and registered office of the Debtor (as applicable) are located at the addresses specified in Schedule A; for the purposes of the Ontario *Personal Property Security Act*, the Debtor is governed by the law of the jurisdiction specified in Schedule A, if applicable;
 - (b) the Inventory and Equipment of the Debtor are located at the addresses specified in Schedule A, except for goods in transit or on lease or consignment; and
 - (c) all motor vehicles, trailers, mobile or manufactured homes, aircraft, boats and outboard motors ("Serial Numbered Goods") in which the Debtor has rights and used as equipment are fully and accurately described in Schedule "A"; the Debtor will advise the Bank promptly, in writing, of any other Serial Numbered Goods that are held as Equipment and will provide the Bank with full and complete descriptions of such Serial Numbered Goods.

2.2 Covenants

- The Debtor covenants with the Bank that the Debtor will:
- (a) not change the location of its principal residence, chief executive office, registered office or its governing law, or move any of the Inventory or Equipment from the locations specified in Schedule A hereto, without the written consent of the Bank;
 - (b) not change its name without first giving written notice to the Bank of its proposed new name and, if the Debtor is a corporation, not amalgamate with any other corporation without the prior written consent of the Bank;
 - (c) preserve the value of the Collateral, and carry on its business in compliance with all applicable laws and regulations;
 - (d) not permit any Collateral consisting of personal property to be affixed to real property or to other personal property so as to become a fixture or accession without the written consent of the Bank;
 - (e) keep the Collateral free and clear of all liens, security interests, mortgages, charges, assignments and other encumbrances or interests except as permitted in writing by the Bank;

- (f) pay all taxes, levies, assessments and government fees or dues payable in respect of the Collateral as and when the same become due, and furnish to the Bank, when requested, evidence of such payment;
- (g) whenever requested by the Bank, furnish to the Bank in writing all information requested relating to the Collateral, and the Bank will be entitled from time to time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes the Bank will have access to all premises occupied by the Debtor or where the Collateral may be found;
- (h) ensure that the security granted hereby is at all times fully enforceable and perfected in respect of any Collateral; and
- (i) pay to the Bank forthwith upon demand all costs, fees and expenses (including, without limitation, all legal, receiver, consulting and accounting fees and expenses) incurred or charged by the Bank in connection with the preparation, perfection, administration and discharge of this Agreement and the preservation and exercise of the rights, powers and remedies of the Bank; and all such costs, fees and expenses will bear interest at the highest rate borne by any of the Obligations and will form part of the Obligations.

2.3 Schedule A

Each schedule referred to in this Agreement and attached hereto shall form part of this Agreement. Any subsequent modifications to a schedule will be deemed to replace and supersede the earlier version and form part of this Agreement.

3. INSURANCE

3.1 Insurance Covenant

The Debtor must obtain and maintain, at its own expense, insurance against loss or damage to the Collateral including, without limitation, loss by fire, theft, collision and such other risks as are customarily insured against for each type of Collateral, in an amount not less than the full insurable value thereof, with such insurers as are reasonably satisfactory to the Bank.

3.2 Bank loss payee

All insurance policies must name the Bank as an additional insured and loss payee and must provide that the insurer will give the Bank at least 15 days written notice of intended cancellation or non-renewal. At the Bank's request, the Debtor must furnish the Bank with evidence satisfactory to the Bank that the required insurance coverage is in effect. The Debtor must forthwith give the Bank notice of any loss or damage to the Collateral.

4. DEALING WITH COLLATERAL

4.1 Disposition of Collateral by the Debtor

The Debtor must not sell, lease or otherwise dispose of any of the Collateral without the prior written consent of the Bank, except that the Debtor may, until an Event of Default occurs hereunder, dispose of Inventory in the ordinary course of its business, but all proceeds of any such disposition will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds received by the Debtor.

4.2 Notification of Account Debtors

The Bank may at any time (i) give notice of this Agreement and the security granted hereby to any account debtor of the Debtor or to any other person liable to the Debtor and (ii) give notice to any such account debtor or other person to make all further payments to the Bank. Any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor, whether before or after any notice is given by the Bank will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds.

4.3 Securities

The Bank may have any Securities registered in its name or in the name of its nominee and will be entitled, but not required, to exercise any of the rights that any holder of such Securities may at any time have. However, until an Event of Default occurs, the Debtor will be entitled to exercise, in a manner not prejudicial to the interests of the Bank or which would not violate this Agreement, all voting power from time to time exercisable in respect of the Securities. The Bank will not be responsible for any loss occasioned by its exercise of any of such rights. Before or after an Event of Default occurs

hereunder, the Debtor must deliver forthwith to the Bank those Securities requested by the Bank duly endorsed for transfer.

4.4 Proceeds held in Trust for the Bank

All proceeds received by the Debtor from the collection or disposition of Collateral or otherwise will be received by the Debtor as trustee for the Bank, must be held separate and apart from other property and must be paid over to the Bank upon request.

4.5 Application of Funds

All sums collected or received by the Bank in respect of the Collateral may be applied to such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Debtor, all without prejudice to the Bank's rights against the Debtor.

4.6 Collateral held by the Bank

In the holding of any Collateral, the Bank and any agent on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Bank and any agent on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Debtor reasonably requests in writing, but failure of the Bank or its agent to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

5. DEFAULT AND REMEDIES

5.1 Events of Default

The Debtor will be in default under this Agreement upon the occurrence of any of the following events (herein referred to as an "Event of Default"):

- (a) the Debtor does not pay to the Bank when payable any sum owing under the Obligations;
- (b) the Debtor does not perform any of its covenants or obligations under this Agreement;
- (c) any representation or warranty made by the Debtor herein or in any document provided at any time to the Bank in connection with this Agreement is incorrect or misleading in any material respect;
- (d) the Debtor is in default under any other agreement with the Bank;
- (e) the Debtor ceases or threatens to cease to carry on the business currently being carried on by it or a substantial portion thereof;
- (f) the Debtor is insolvent;
- (g) the commencement of any proceeding or the taking of any step by or against the Debtor (i) for the bankruptcy, reorganization, liquidation, dissolution or winding-up of the Debtor, (ii) for an arrangement or compromise with its creditors, or (iii) for the appointment of a trustee, receiver, custodian, liquidator or any other person with similar powers with respect to the Debtor or any part of the Collateral;
- (h) the Collateral or any part thereof is seized or otherwise attached or is subject to a taking of possession by anyone and the same is not released or discharged within the shorter of a period of (i) 30 days and (ii) 10 days less than such period as would permit such property to be sold pursuant thereto; or
- (i) the Bank believes in good faith that the prospect of payment or performance of any of the Obligations is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached.

5.2 Consequences of a Default

On or after the occurrence of any Event of Default, at the option of the Bank, (i) any or all of the Obligations not yet payable will become immediately payable, without notice; (ii) the obligation, if any, of the Bank to extend further credit to the Debtor will cease; and (iii) the security granted hereby will become immediately enforceable.

5.3 Remedies

In addition to any right or remedy otherwise provided herein or by law, on or after the occurrence of any Event of Default, the Bank will have the rights and remedies set out below, all of which may be enforced successively or concurrently:

- (a) the Bank may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Bank at such places as may be specified by the Bank;
- (b) the Bank may take such steps as it considers desirable to maintain, preserve or protect the Collateral;
- (c) the Bank may carry on all or any part of the business of the Debtor;
- (d) the Bank may enforce any rights of the Debtor in respect of the Collateral;
- (e) the Bank may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit, upon such terms and conditions as the Bank may determine and without notice to the Debtor unless required by law;
- (f) the Bank may accept the Collateral in total or partial satisfaction of the Obligations in the manner provided by law;
- (g) the Bank may, for any purpose specified herein, borrow money on the security of the Collateral, which security will rank in priority to the security granted hereby;
- (h) the Bank may occupy and use all or any of the premises, buildings and plants occupied by the Debtor and use all or any of the Equipment and other property of the Debtor for such time as the Bank requires to facilitate the realization of the Collateral, free of charge; the Bank will not be liable for any rent, charges, depreciation or damages in connection with such actions; or
- (i) the Bank may appoint a receiver or receiver and manager (each herein referred to as the "Receiver") of the whole or any part of the Collateral and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral.

5.4 Powers of the Receiver

Any Receiver will have all of the rights and powers that the Bank is entitled to exercise pursuant to Section 5.3, but the Bank will not be in any way responsible for any misconduct or negligence of any such Receiver.

5.5 Liability of Bank

The Bank will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Bank, the Debtor or any other person in respect of the Collateral. This Agreement and the security granted hereby will not render the Bank liable to observe or perform any covenant or obligation of the Debtor in any agreement or document to which the Debtor is a party or by which it is bound. In the exercise of its rights and the performance of its obligations, the Bank will only be liable for gross negligence or wilful misconduct.

5.6 Proceeds of Realization

The Bank may apply any proceeds of realization of the Collateral to payment of costs, fees and expenses mentioned in Section 2.2(i), including those related to the realization of the Collateral, and the Bank may apply any balance to payment of all other Obligations in such order as the Bank sees fit. If there is any surplus remaining, the Bank may pay it to any person entitled thereto by law of whom the Bank has knowledge and any balance remaining may be paid to the Debtor. If the realization of the Collateral fails to satisfy the Obligations, the Debtor will be liable to pay any deficiency to the Bank.

6. GENERAL

6.1 Failure of Debtor to Perform

If the Debtor fails to perform any of its covenants or obligations under this Agreement, the Bank may, in its absolute discretion, but without being required to do so, perform any such covenant or obligation. If any such covenant or obligation requires the payment of monies, the Bank may make such payment. All sums so paid by the Bank will be payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such sums. No such performance or payment will relieve the Debtor from any default under this Agreement or any consequences of such default.

6.2 Power of Attorney

The Debtor hereby irrevocably appoints the Bank to be the attorney of the Debtor for and in the name of the Debtor to do all things and execute and deliver, documents, financing statements, demands and assignments which the Debtor is obliged to do or execute or deliver hereunder and generally to act in the name of the Debtor in the exercise of any of the powers hereby conferred on the Bank.

6.3 Appointment of Consultant

The Bank will be entitled to appoint a consultant to provide such services and advice as the Bank may determine in its sole discretion, with power to enter the Debtor's premises, to inspect and evaluate the Collateral, to make copies of the Debtor's records, to review the Debtor's business plans and projections, to assess the conduct and viability of the Debtor's business, to prepare reports on the Debtor's affairs and to distribute such reports to the Bank or to other such persons as the Bank may direct. Such consultant will act as an agent for the Bank and will owe no duty to the Debtor. The consultant is to have no managerial or advisory capacity and will have no decision making responsibility. The Debtor authorizes the Bank to provide confidential information to the consultant. All fees and expenses in connection with the engagement of a consultant are payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such fees and expenses.

6.4 Waivers by Debtor

The Bank may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up any security, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) otherwise waive rights against the Debtor, debtors of the Debtor, guarantors and others and with respect to the Collateral and other security as the Bank sees fit. No such action or omission will reduce the Obligations or affect the Bank's rights hereunder.

6.5 Waivers of Legal Limitations

To the fullest extent permitted by law, the Debtor waives all of the rights, benefits and protections given by the provisions of any law which imposes limitations upon the powers, rights or remedies of a secured party, including any law which limits the rights of a secured party to both seize collateral and sue for any deficiency following realization of collateral. Without limitation, the Debtor (if a corporation) agrees that the *Limitation of Civil Rights Act* and Part IV of the *Saskatchewan Farm Securities Act* of the Province of Saskatchewan will not apply to this Agreement or any of the rights, remedies or powers of the Bank or any Receiver hereunder.

6.6 Copy of Documents and Consent to Filings

The Debtor acknowledges having received a copy of this Agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement, or verification statement, filed or issued at any time in respect of this Agreement. The Debtor confirms its consent to the filing by the Bank or on its behalf of any such financing statement or financing change statement.

6.7 Notices

Any notice to be given to a party in connection with this Agreement will be given in writing and will be given by personal delivery, by registered mail or by electronic means, addressed to the recipient at its address specified at the end of this Agreement or such other address as may be notified by any party to the other.

6.8 Additional Security and Other Remedies

This Agreement and the security granted hereby are in addition to and not in substitution for any other security or right now or hereafter held by the Bank. This Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Bank. The Bank may sue the Debtor and enforce all of its other rights and remedies in respect of the Obligations without being required to exercise or exhaust any of its rights and remedies hereunder.

6.9 Further Assurances

The Debtor must at its expense do all things and execute and deliver all such financing statements, further assignments and documents as may be reasonably requested by the Bank for the purpose of giving effect to this Agreement and establishing compliance with the obligations of the Debtor hereunder.

6.10 Discharge

The Debtor will be entitled to a discharge of this Agreement upon written request by the Debtor and full payment, performance and satisfaction of the Obligations. No discharge will be effective unless in writing and executed by the Bank.

6.11 Severability

If any provision of this Agreement were to be found invalid or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect.


6.12 Governing Law

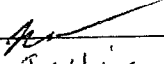
This Agreement will be governed by and construed in accordance with the laws of the province in which the office of the Bank specified below is located, except that if such office is located in the province of Quebec, then this Agreement will be governed by and construed in accordance with the laws of the province of Ontario.

IN WITNESS WHEREOF the parties have executed this Agreement.

DEBTOR:

1239583 B.C. LTD.,
by its Authorized Signatory(ies).

2022/02/22 
Date of Execution (YYYY MM DD)

Per: 
Name: Jasbir Kaur Bhat.

NATIONAL BANK OF CANADA

Date of Execution (YYYY MM DD)

By: _____
(Authorized signature)

ADDRESS OF DEBTOR FOR NOTICE PURPOSES:

390 Mt. Lehman Road, Abbotsford, BC V4X 2L4

ADDRESS OF BANK FOR NOTICE PURPOSES:

475 Howe Street, Suite 2900, Vancouver, BC V7X 1M7

SCHEDULE A

To a General Security Agreement made as of February 22, 2022 between 1239583 B.C. Ltd., as Debtor and National Bank of Canada, as Bank.

1. ADDRESS(ES) OF PLACE(S) OF BUSINESS (Section 2.1(a))

Principal residence (for individuals only): _____
 Chief executive office (for businesses only): _____
 Registered office (for businesses only): 20116 Mission Hills Rd Mission BC V2V-7V8
 Other place(s) of business³: _____
 Governing law⁴: British Columbia
 [indicate governing law for a trust or partnership (other than a limited partnership), otherwise indicate N/A]:

2. LOCATION OF INVENTORY AND EQUIPMENT (Section 2.1(b))

Address(es)⁵: 9250 Somers Road, Port Alberni, BC and 390 Mt. Lehman Road, Abbotsford, BC V4X 2L4

3. EQUIPMENT CONSISTING OF SERIAL NUMBER GOODS (Section 2.1(c))⁶

-
- ¹ If the Debtor has only one place of business, indicate the address of that place of business. If the Debtor has more than one place of business, indicate the address of its place of business which is its principal decision-making centre.
² Indicate "same as above" if the registered office (legal head office) is at the same address as the chief executive office.
³ Indicate "none" if the Debtor has no other place of business.
⁴ If the Debtor is a partnership (other than a limited partnership) or a trust, indicate the stated governing law in the partnership agreement or deed of trust.
⁵ Indicate "same as above" if the inventory and equipment of the Debtor are all located at the address(es) specified in 1.

6 Indicate make, model, year of manufacture, serial number and any registration or governmental mark or number.

This is Exhibit "G" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.

DU

A Commissioner for taking Affidavits for British
Columbia

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with
1239563 B.C. Ltd.

(the "Client"), the undersigned and each of them, if more than one, jointly and severally guarantees payment to the Bank of all present and future debts and liabilities of the Client (direct or indirect, absolute or contingent, matured or otherwise), whether incurred by the Client alone or jointly with any person or persons, or otherwise howsoever, including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities (the "Secured Indebtedness"), with interest thereon from the date payment is demanded, at the rate agreed upon between the Bank and the Client.

2. In this guarantee, the term "Guarantor" means the undersigned and, if there is more than one, each of them. This guarantee is a continuing guarantee for an unlimited amount and will subsist notwithstanding occasional repayment of the Secured Indebtedness in whole or in part.
3. All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or suable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies, advances, renewals or credits, in each case whether known to the Bank or not.
4. This guarantee will not be affected by any event, condition or circumstance or any act, delay, abstention or omission to act of any kind by the Client, the Bank or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, including (i) the death or loss or diminution of capacity of the Client or of the Guarantor, (ii) any change in the name of the Client or in the membership of the firm of the Client through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, (iii) the acquisition of the business of the Client by anyone, (iv) any change whatsoever in the objects, capital structure or constitution of the Client, (v) the Client or the business of the Client being amalgamated with a firm or corporation, or (vi) the bankruptcy, insolvency or winding up of the Client or any other person.
5. The Guarantor will be solely responsible for making his independent appraisal and investigation of the financial condition of the Client and for the assessment of the risks arising from this guarantee. The Bank will have no obligation to advise the Guarantor of any change in the financial condition of the Client or in the Bank's dealings with the Client.
6. This guarantee will not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. The Bank, without exonerating in whole or in part the Guarantor, may (i) amend the terms and conditions of the debts and liabilities hereby guaranteed, (ii) grant time, renewals, extensions, indulgences, releases and discharges to and take security from the Guarantor, (iii) abstain from taking, perfecting, registering, renewing or realizing on security, (iv) accept compromises and (v) otherwise deal with the Client and with any other person or persons, including any other guarantors, as it may see fit.
7. All monies received by the Bank from the Client or from any other person, capable of being applied by the Bank in reduction of the Secured Indebtedness will be considered payments in gross and the Guarantor will have no right to claim them to reduce its liability under this guarantee. The Bank will have the right to apply these monies as it may see fit, not being bound by the law of imputation. The Guarantor will have no right to be subrogated to the Bank until the Bank will have received payment in full of its claims against the Client with interest and costs.
8. The Bank will not be obliged to exhaust its recourse against the Client or other persons or the security it may hold before being entitled to payment from the Guarantor of the Secured Indebtedness and it will not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
9. The Guarantor will be bound by any account settled between the Bank and the Client and, if no such account has been so settled, any account stated by the Bank will be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Client to the Bank.
10. The Guarantor will make payment to the Bank of the amount of his liability forthwith after demand therefor is made in writing. Such demand will be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor will bear interest from the date of such demand at the rate or rates then applicable to the Secured Indebtedness of the Client to the Bank.
11. All indebtedness and liability, present and future, of the Client to the Guarantor are hereby postponed to the Secured Indebtedness of the Client to the Bank. All monies received from the Client or on his behalf by the Guarantor will be held in his capacity as agent and trustee for the Bank and will be paid over to the Bank forthwith. Any amount thereby received by the Guarantor will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Client, a trustee in bankruptcy or further to a proposal by the Client, a liquidator, an entity carrying out a forced disposal of the assets of the Client or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.

Moreover, all indebtedness and liability, present and future, of the Client to the Guarantor are hereby assigned to the Bank as additional security for payment of the Secured Indebtedness. In the event that the guarantee is terminated pursuant to Section 13, this subordination and assignment will subsist until full payment of the Secured Indebtedness for which the Guarantor is liable on the date of termination.

12. This guarantee will bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns until termination thereof by notice in writing to the manager of the Bank branch at which the Client's account is held, but such termination by the Guarantor or his heirs, successors, executors, administrators, legal representatives or assigns will not prevent the continuance of the liability hereunder of any other guarantor.
13. The Guarantor will indemnify the Bank for any loss suffered by the Bank if any of the debts and liabilities intended to be guaranteed hereunder is not recoverable from the Guarantor under the other provisions of this guarantee. The amount of the loss will be equal to the amount which the Bank would otherwise have been entitled to recover.
14. This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and without prejudice to any other security, by whomsoever given, held at any time by the Bank and the Bank will be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon. All the provisions of such other guarantee remain in force.
15. This guarantee and agreement will be valid and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank will be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been

complied with. None of the parties will be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of each Guarantor hereunder begins on the date of his signature on this guarantee.

- 16. This guarantee will be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Client and also upon their heirs, executors, administrators and successors and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity will not affect the other provisions hereof.
- 17. This guarantee will be construed and governed in accordance with the laws of the Province of British Columbia and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein will limit the Bank's right to bring proceedings against the Guarantor elsewhere.
- 18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at Surrey
this 22nd day of February 2022

SIGNED, SEALED AND DELIVERED

WITNESS

GUARANTOR:

Jaswant K Bath

First name and last name (in block letters)

Plame

Name: **JASWANT BATH**

AMANDEEP SINGH CHEEMA
BARRISTER, SOLICITOR & NOTARY
AMAN CHEEMA LAW CORPORATION
#112, 8028-128TH STREET,
SURREY, BRITISH COLUMBIA V3W 4E9
PH. 778-592-0201 FAX 778-771-2202

This is Exhibit "H" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.



A Commissioner for taking Affidavits for British
Columbia



**NATIONAL
BANK**

GENERAL SECURITY AGREEMENT
(All present and future assets)
(Canada except Quebec)

GRANTED BY: 1134759 B.C. Ltd. (hereafter called the "Debtor")

TO NATIONAL BANK OF CANADA (hereafter called the "Bank").

1. GRANT OF SECURITY INTEREST

1.1 Security Interest

As general and continuing security for the payment and performance of all Obligations of the Debtor to the Bank, the Debtor hereby grants to the Bank a security interest in all of the Debtor's present and after-acquired property and undertaking (collectively, the "Collateral") and also mortgages, charges and assigns the Collateral to the Bank. Without limitation, the Collateral includes all right, title and interest that the Debtor now has or may hereafter have or acquire in any manner whatsoever (including by way of an amalgamation) in all property of the following kinds:

- (a) Receivables: all debts, accounts, claims and choses in action for monetary amounts (collectively, the "Receivables");
- (b) Inventory: all inventory of whatever kind and wherever situated (collectively, the "Inventory");
- (c) Equipment: all machinery, equipment, fixtures, furniture, vehicles and other goods which are not Inventory (collectively, the "Equipment");
- (d) Securities: all shares, bonds, debentures and other securities (collectively, the "Securities");
- (e) Instruments and Money: all bills, notes, cheques and other instruments (collectively, the "Instruments") and all money;
- (f) Documents of Title and Chattel Paper: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not, and all chattel paper;
- (g) Intangibles: all intangibles not otherwise described in this Section 1.1 including, without limitation, all goodwill and all patents, trademarks, copyrights and other intellectual property;
- (h) Real Property: all real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively, the "Real Property"), and all rights under any lease or agreement relating to Real Property;
- (i) Books and Records: all books, invoices, documents and other records in any form evidencing or relating to the Collateral; and
- (j) Proceeds: all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral.

1.2 Obligations Secured

The obligations secured by this Agreement include all debts and liabilities of the Debtor to the Bank, present and future, direct and indirect, absolute and contingent, matured and unmatured, wherever and however incurred, and whether arising from dealings between the Bank and the Debtor or from other dealings by which the Bank may be or become a creditor of the Debtor and whether incurred by the Debtor alone or with another and whether as principal or guarantor or otherwise (collectively, the "Obligations").

1.3 Certain definitions

- (a) The terms "accessions", "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "money", "proceeds" and "securities" whenever used herein have the meanings given to those terms in the Personal Property Security Act currently in effect in the province referred to in Section 6.12 below;
- (b) Any reference in this Agreement to the security granted hereby refers collectively to the security interest, mortgage, charge and assignment hereby granted in favour of the Bank.
- (c) Any reference to "Debtor" refers to the undersigned, if one, or to each undersigned, if more than one. When the term

"Debtor" designates more than one person or entity, each one shall be jointly and severally liable for the obligations stipulated herein.

1.4 Attachment of Security

The Debtor acknowledges that value has been given and agrees that the security granted hereby attaches upon the execution of this Agreement (or, in the case of any after-acquired property, at the time of acquisition by the Debtor of any rights therein).

1.5 Real Property

- (a) With respect to (and only to) Real Property, the security granted hereby is constituted by way of floating charge, but will become a fixed charge upon the earlier of (i) the Obligations becoming immediately payable, and (ii) the occurrence of any other event which by operation of law would result in such floating charge becoming a fixed charge;
- (b) The security granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Debtor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its security, will assign such last day as directed by the Bank.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Representations and Warranties

- The Debtor hereby represents and warrants to the Bank that:
- (a) the principal residence, chief executive office and registered office of the Debtor (as applicable) are located at the addresses specified in Schedule A; for the purposes of the Ontario *Personal Property Security Act*, the Debtor is governed by the law of the jurisdiction specified in Schedule A, if applicable;
 - (b) the Inventory and Equipment of the Debtor are located at the addresses specified in Schedule A, except for goods in transit or on lease or consignment; and
 - (c) all motor vehicles, trailers, mobile or manufactured homes, aircraft, boats and outboard motors ("Serial Numbered Goods") in which the Debtor has rights and used as equipment are fully and accurately described in Schedule "A"; the Debtor will advise the Bank promptly, in writing, of any other Serial Numbered Goods that are held as Equipment and will provide the Bank with full and complete descriptions of such Serial Numbered Goods.

2.2 Covenants

- The Debtor covenants with the Bank that the Debtor will:
- (a) not change the location of its principal residence, chief executive office, registered office or its governing law, or move any of the Inventory or Equipment from the locations specified in Schedule A hereto, without the written consent of the Bank;
 - (b) not change its name without first giving written notice to the Bank of its proposed new name and, if the Debtor is a corporation, not amalgamate with any other corporation without the prior written consent of the Bank;
 - (c) preserve the value of the Collateral, and carry on its business in compliance with all applicable laws and regulations;
 - (d) not permit any Collateral consisting of personal property to be affixed to real property or to other personal property so as to become a fixture or accession without the written consent of the Bank;
 - (e) keep the Collateral free and clear of all liens, security interests, mortgages, charges, assignments and other encumbrances or interests except as permitted in writing by the Bank;

- (f) pay all taxes, levies, assessments and government fees or dues payable in respect of the Collateral as and when the same become due, and furnish to the Bank, when requested, evidence of such payment;
- (g) whenever requested by the Bank, furnish to the Bank in writing all information requested relating to the Collateral, and the Bank will be entitled from time to time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes the Bank will have access to all premises occupied by the Debtor or where the Collateral may be found;
- (h) ensure that the security granted hereby is at all times fully enforceable and perfected in respect of any Collateral; and
- (i) pay to the Bank forthwith upon demand all costs, fees and expenses (including, without limitation, all legal, receiver, consulting and accounting fees and expenses) incurred or charged by the Bank in connection with the preparation, perfection, administration and discharge of this Agreement and the preservation and exercise of the rights, powers and remedies of the Bank; and all such costs, fees and expenses will bear interest at the highest rate borne by any of the Obligations and will form part of the Obligations.

2.3 Schedule A

Each schedule referred to in this Agreement and attached hereto shall form part of this Agreement. Any subsequent modifications to a schedule will be deemed to replace and supersede the earlier version and form part of this Agreement.

3. INSURANCE

3.1 Insurance Covenant

The Debtor must obtain and maintain, at its own expense, insurance against loss or damage to the Collateral including, without limitation, loss by fire, theft, collision and such other risks as are customarily insured against for each type of Collateral, in an amount not less than the full insurable value thereof, with such insurers as are reasonably satisfactory to the Bank.

3.2 Bank loss payee

All insurance policies must name the Bank as an additional insured and loss payee and must provide that the insurer will give the Bank at least 15 days written notice of intended cancellation or non-renewal. At the Bank's request, the Debtor must furnish the Bank with evidence satisfactory to the Bank that the required insurance coverage is in effect. The Debtor must forthwith give the Bank notice of any loss or damage to the Collateral.

4. DEALING WITH COLLATERAL

4.1 Disposition of Collateral by the Debtor

The Debtor must not sell, lease or otherwise dispose of any of the Collateral without the prior written consent of the Bank, except that the Debtor may, until an Event of Default occurs hereunder, dispose of Inventory in the ordinary course of its business, but all proceeds of any such disposition will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds received by the Debtor.

4.2 Notification of Account Debtors

The Bank may at any time (i) give notice of this Agreement and the security granted hereby to any account debtor of the Debtor or to any other person liable to the Debtor and (ii) give notice to any such account debtor or other person to make all further payments to the Bank. Any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor, whether before or after any notice is given by the Bank will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds.

4.3 Securities

The Bank may have any Securities registered in its name or in the name of its nominee and will be entitled, but not required, to exercise any of the rights that any holder of such Securities may at any time have. However, until an Event of Default occurs, the Debtor will be entitled to exercise, in a manner not prejudicial to the interests of the Bank or which would not violate this Agreement, all voting power from time to time exercisable in respect of the Securities. The Bank will not be responsible for any loss occasioned by its exercise of any of such rights. Before or after an Event of Default occurs

hereunder, the Debtor must deliver forthwith to the Bank those Securities requested by the Bank duly endorsed for transfer.

4.4 Proceeds held in Trust for the Bank

All proceeds received by the Debtor from the collection or disposition of Collateral or otherwise will be received by the Debtor as trustee for the Bank, must be held separate and apart from other property and must be paid over to the Bank upon request.

4.5 Application of Funds

All sums collected or received by the Bank in respect of the Collateral may be applied to such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Debtor, all without prejudice to the Bank's rights against the Debtor.

4.6 Collateral held by the Bank

In the holding of any Collateral, the Bank and any agent on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Bank and any agent on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Debtor reasonably requests in writing, but failure of the Bank or its agent to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

5. DEFAULT AND REMEDIES

5.1 Events of Default

The Debtor will be in default under this Agreement upon the occurrence of any of the following events (herein referred to as an "Event of Default"):

- (a) the Debtor does not pay to the Bank when payable any sum owing under the Obligations;
- (b) the Debtor does not perform any of its covenants or obligations under this Agreement;
- (c) any representation or warranty made by the Debtor herein or in any document provided at any time to the Bank in connection with this Agreement is incorrect or misleading in any material respect;
- (d) the Debtor is in default under any other agreement with the Bank;
- (e) the Debtor ceases or threatens to cease to carry on the business currently being carried on by it or a substantial portion thereof;
- (f) the Debtor is insolvent;
- (g) the commencement of any proceeding or the taking of any step by or against the Debtor (i) for the bankruptcy, reorganization, liquidation, dissolution or winding-up of the Debtor, (ii) for an arrangement or compromise with its creditors, or (iii) for the appointment of a trustee, receiver, custodian, liquidator or any other person with similar powers with respect to the Debtor or any part of the Collateral;
- (h) the Collateral or any part thereof is seized or otherwise attached or is subject to a taking of possession by anyone and the same is not released or discharged within the shorter of a period of (i) 30 days and (ii) 10 days less than such period as would permit such property to be sold pursuant thereto; or
- (i) the Bank believes in good faith that the prospect of payment or performance of any of the Obligations is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached.

5.2 Consequences of a Default

On or after the occurrence of any Event of Default, at the option of the Bank, (i) any or all of the Obligations not yet payable will become immediately payable, without notice; (ii) the obligation, if any, of the Bank to extend further credit to the Debtor will cease; and (iii) the security granted hereby will become immediately enforceable.

5.3 Remedies

In addition to any right or remedy otherwise provided herein or by law, on or after the occurrence of any Event of Default, the Bank will have the rights and remedies set out below, all of which may be enforced successively or concurrently:

6.10 Discharge

The Debtor will be entitled to a discharge of this Agreement upon written request by the Debtor and full payment, performance and satisfaction of the Obligations. No discharge will be effective unless in writing and executed by the Bank.

6.11 Severability

If any provision of this Agreement were to be found invalid or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect.

6.12 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the province in which the office of the Bank specified below is located, except that if such office is located in the province of Quebec, then this Agreement will be governed by and construed in accordance with the laws of the province of Ontario.

IN-WITNESS WHEREOF the parties have executed this Agreement.

DEBTOR:

1134759 B.C. LTD.,
by its Authorized Signatory(ies).

2022/02/22
Date of Execution (YYYY MM DD)

Per:
Name: Jasbir Kaur Bhat

NATIONAL BANK OF CANADA

Date of Execution (YYYY MM DD)

By: _____
(Authorized signature)

ADDRESS OF DEBTOR FOR NOTICE PURPOSES:

390 Mt. Lehman Road, Abbotsford, BC V4X 2L4

ADDRESS OF BANK FOR NOTICE PURPOSES:

475 Howe Street, Suite 2900, Vancouver, BC V7X 1M7

SCHEDULE A

To a General Security Agreement made as of Feb May 22, 2022 between 1134759 B.C. Ltd., as Debtor and National Bank of Canada, as Bank.

1. ADDRESS(ES) OF PLACE(S) OF BUSINESS (Section 2.1(a))

Principal residence (for individuals only): _____

Chief executive office (for businesses only)¹: 2016 Mission Hills Park Mission, BC V4V-7R6

Registered office (for businesses only)²: _____

Other place(s) of business³: _____

Governing law⁴: British Columbia

[Indicate governing law for a trust or partnership (other than a limited partnership), otherwise indicate N/A]:

2. LOCATION OF INVENTORY AND EQUIPMENT (Section 2.1(b))

Address(es)⁵: 9250 Somers Road, Port Alberni, BC and 390 Mt. Lehman Road, Abbotsford, BC V4X 2L4

3. EQUIPMENT CONSISTING OF SERIAL NUMBER GOODS (Section 2.1(c))⁶

¹ If the Debtor has only one place of business, indicate the address of that place of business. If the Debtor has more than one place of business, indicate the address of its place of business which is its principal decision-making centre.
² Indicate "same as above" if the registered office (legal head office) is at the same address as the chief executive office.
³ Indicate "none" if the Debtor has no other place of business.
⁴ If the Debtor is a partnership (other than a limited partnership) or a trust, indicate the stated governing law in the partnership agreement or deed of trust.
⁵ Indicate "same as above" if the inventory and equipment of the Debtor are all located at the address(es) specified in 1.

⁶ Indicate make, model, year of manufacture, serial number and any registration or governmental mark or number.

This is Exhibit "I" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.



A Commissioner for taking Affidavits for British
Columbia

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with
1239583 B.C. Ltd.

(the "Client"), the undersigned and each of them, if more than one, jointly and severally guarantees payment to the Bank of all present and future debts and liabilities of the Client (direct or indirect, absolute or contingent, matured or otherwise), whether incurred by the Client alone or jointly with any person or persons, or otherwise howsoever, including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities (the "Secured Indebtedness"), with interest thereon from the date payment is demanded, at the rate agreed upon between the Bank and the Client.

2. In this guarantee, the term "Guarantor" means the undersigned and, if there is more than one, each of them. This guarantee is a continuing guarantee for an unlimited amount and will subsist notwithstanding occasional repayment of the Secured Indebtedness in whole or in part.
3. All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or suable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies, advances, renewals or credits, in each case whether known to the Bank or not.
4. This guarantee will not be affected by any event, condition or circumstance or any act, delay, abstention or omission to act of any kind by the Client, the Bank or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, including (i) the death or loss or diminution of capacity of the Client or of the Guarantor, (ii) any change in the name of the Client or in the membership of the firm of the Client through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, (iii) the acquisition of the business of the Client by anyone, (iv) any change whatsoever in the objects, capital structure or constitution of the Client, (v) the Client or the business of the Client being amalgamated with a firm or corporation, or (vi) the bankruptcy, insolvency or winding up of the Client or any other person.
5. The Guarantor will be solely responsible for making his independent appraisal and investigation of the financial condition of the Client and for the assessment of the risks arising from this guarantee. The Bank will have no obligation to advise the Guarantor of any change in the financial condition of the Client or in the Bank's dealings with the Client.
6. This guarantee will not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. The Bank, without exonerating in whole or in part the Guarantor, may (i) amend the terms and conditions of the debts and liabilities hereby guaranteed, (ii) grant time, renewals, extensions, indulgences, releases and discharges to and take security from the Guarantor, (iii) abstain from taking, perfecting, registering, renewing or realizing on security, (iv) accept compromises and (v) otherwise deal with the Client and with any other person or persons, including any other guarantors, as it may see fit.
7. All monies received by the Bank from the Client or from any other person, capable of being applied by the Bank in reduction of the Secured Indebtedness will be considered payments in gross and the Guarantor will have no right to claim them to reduce its liability under this guarantee. The Bank will have the right to apply these monies as it may see fit, not being bound by the law of imputation. The Guarantor will have no right to be subrogated to the Bank until the Bank will have received payment in full of its claims against the Client with interest and costs.
8. The Bank will not be obliged to exhaust its recourse against the Client or other persons or the security it may hold before being entitled to payment from the Guarantor of the Secured Indebtedness and it will not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
9. The Guarantor will be bound by any account settled between the Bank and the Client and, if no such account has been so settled, any account stated by the Bank will be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Client to the Bank.
10. The Guarantor will make payment to the Bank of the amount of his liability forthwith after demand therefor is made in writing. Such demand will be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor will bear interest from the date of such demand at the rate or rates then applicable to the Secured Indebtedness of the Client to the Bank.
11. All indebtedness and liability, present and future, of the Client to the Guarantor are hereby postponed to the Secured Indebtedness of the Client to the Bank. All monies received from the Client or on his behalf by the Guarantor will be held in his capacity as agent and trustee for the Bank and will be paid over to the Bank forthwith. Any amount thereby received by the Guarantor will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Client, a trustee in bankruptcy or further to a proposal by the Client, a liquidator, an entity carrying out a forced disposal of the assets of the Client or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.

Moreover, all indebtedness and liability, present and future, of the Client to the Guarantor are hereby assigned to the Bank as additional security for payment of the Secured Indebtedness. In the event that the guarantee is terminated pursuant to Section 13, this subordination and assignment will subsist until full payment of the Secured Indebtedness for which the Guarantor is liable on the date of termination.

12. This guarantee will bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns until termination thereof by notice in writing to the manager of the Bank branch at which the Client's account is held, but such termination by the Guarantor or his heirs, successors, executors, administrators, legal representatives or assigns will not prevent the continuance of the liability hereunder of any other guarantor.
13. The Guarantor will indemnify the Bank for any loss suffered by the Bank if any of the debts and liabilities intended to be guaranteed hereunder is not recoverable from the Guarantor under the other provisions of this guarantee. The amount of the loss will be equal to the amount which the Bank would otherwise have been entitled to recover.
14. This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and without prejudice to any other security, by whomsoever given, held at any time by the Bank and the Bank will be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon. All the provisions of such other guarantee remain in force.
15. This guarantee and agreement will be valid and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank will be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been

complied with. None of the parties will be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of each Guarantor hereunder begins on the date of his signature on this guarantee.

- 16. This guarantee will be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Client and also upon their heirs, executors, administrators and successors and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity will not affect the other provisions hereof.
- 17. This guarantee will be construed and governed in accordance with the laws of the Province of British Columbia and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein will limit the Bank's right to bring proceedings against the Guarantor elsewhere.
- 18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at Surrey
 this 2nd day of February 2022
 SIGNED, SEALED AND DELIVERED

WITNESS GUARANTOR: 1134759 B.C. LTD.

First name and last name (in block letters) Pleem
AMANDEEP SINGH CHEEMA
 BARRISTER, SOLICITOR & NOTARY
 AMAN CHEEMA LAW CORPORATION
 #112, 8028-128TH STREET.
 SURREY, BRITISH COLUMBIA V3W 4E9
 PH. 778-592-0201 FAX 778-771-2202

Name: Jasbir Kaur Bath

This is Exhibit "J" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.



A Commissioner for taking Affidavits for British
Columbia

ASSIGNMENT OF INSURANCE POLICIES AND PROCEEDS AGREEMENT

THIS ASSIGNMENT is made as of February 22, 2022 by 1239583 B.C. LTD. and 1134759 B.C. LTD. in favour NATIONAL BANK OF CANADA (the "Lender").

BACKGROUND:

Pursuant to an offer of financing dated for reference February 2, 2022 (as amended, extended, renewed or replaced and in effect from time to time, the "**Commitment Letter**") between 1239583 B.C. Ltd. (the "**Borrower**") and the Lender, the Lender has agreed to establish a certain credit facilities in favour of the Borrower for the purposes and on the terms and conditions more specifically set forth therein.

It is a condition to the extension of credit by the Lender pursuant to the Commitment Letter that the Insured Debtors enter into this Assignment in favour of the Lender.

NOW THEREFORE, in consideration of the premises and as an inducement to the Lender to extend credit pursuant to the Commitment Letter and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Insured Debtor irrevocably assigns, transfers and sets over to the Lender, all of its right, title, interest and benefit under the "all risks" property, boiler and machinery, loss of rental and business interruption insurance pertaining to the Property and all present and future buildings, fixtures, equipment, goods and other property located on, or relating in any way to, or used or acquired in connection with, the Property or any part thereof, or the acquisition, ownership, construction, development, sale, leasing or operating of the Property or any part thereof, including the existing insurance policies identified in **Schedule "B"** attached hereto, as such policies may be renewed, amended, restated or replaced from time to time (collectively, the "**Policies**"), including all proceeds and monies which may at any time be or become payable under or in connection with, or otherwise derived from, any of the Policies, and any interest on those proceeds or monies, together with all monies otherwise held in connection with or for the purpose of any of the Policies, including all premiums paid in advance and any interest on any of the Policies (collectively, the "**Monies**"), and all other rights under the Policies, to hold the same unto the Lender absolutely as general and continuing collateral security for the due payment and performance of the Secured Obligations.

The Insured Debtor hereby covenants, warrants and agrees with the Lender, as follows:

1. Each word and expression (capitalized or not) defined or given an extended meaning in the Commitment Letter, and not otherwise defined herein, is used in this Assignment with the respective defined or extended meaning assigned in the Commitment Letter, and the following terms have the following meanings in this Assignment:
 - (a) "**Borrower**" means 1239583 B.C. Ltd.
 - (b) "**Commitment Letter**" means the offer of financing dated February 2, 2021 (as amended, extended, renewed or replaced and in effect from time to time) executed by the Lender, the Borrower, which provides for a term loan in the principal amount of \$5,440,000.00, a global net risk line for derivatives in the principal amount of \$825,000.00 and a line of credit in the principal amount of \$100,000.00 for the purpose set out therein.

- (c) **"Indebtedness"** means all present and future indebtedness, liabilities and other obligations of the Insured Debtor to the Lender, wheresoever and howsoever arising, whether voluntarily or involuntarily, direct or indirect, absolute, inchoate or contingent, matured or not, liquidated or unliquidated, determined or undetermined, express or implied, whether incurred as principal or surety, whether incurred alone or with another or others, whether arising from dealings between the Lenders and the Insured Debtor or from other dealings or proceedings by which the Lender may become a creditor of the Insured Debtor and in whatever name, style or firm and whether recovery upon such obligations may be or hereafter becomes barred by reason of any statute of limitations or law of prescription or may be or hereafter becomes otherwise irrecoverable or unenforceable, and irrespective of the genuineness, validity or regularity thereof or of any security therefor or the existence or extent of such security, including all present and future indebtedness, liabilities and other obligations of the Insured Debtor to the Lender incurred under, pursuant to or otherwise in respect of the Commitment Letter, including principal, interest, fees and other amounts payable by the Insured Debtor pursuant to the Commitment Letter;
- (d) **"Insured Debtor"** means the Borrower and/or 1134759 B.C. Ltd.
- (e) **"Lender"** means (i) the financial institution listed as mortgagee in the Commitment Letter, and (ii) each immediate and subsequent transferee or assignee of each person referred to in clause (i) of this definition permitted under the Commitment Letter.
- (f) **"Property"** means collectively, the lands and premises (the **"Real Property"**) and the personal property (the **"Personal Property"** and together with the Real Property the **"Property"**) described in **Schedule "A"** attached hereto.
- (g) **"PPSA"** means the *Personal Property Security Act* (British Columbia) and the regulations issued thereunder.
- (h) **"Secured Documents"** at any time means, collectively, each document evidencing any Indebtedness, including the Commitment Letter, each Facility Document (including this Assignment) and each other document delivered to or for the benefit of the Lender pursuant to or otherwise in connection with any of the foregoing documents (including any guarantee and/or indemnity agreement delivered by the Debtor).
- (i) **"Secured Obligations"** means, collectively, all present and future Indebtedness.
- (j) **"Transferee"** means a financial institution that is (i) a resident of Canada for the purposes of the *Income Tax Act* (Canada) or (ii) an affiliate of a Lender in any jurisdiction.
2. Any Monies otherwise payable under the Policies to the Insured Debtor will be paid to the Lender in accordance with this Assignment at the following address of the Lender: National Bank of Canada, 805 West Pender Street, Vancouver, BC V6C 1K6 (Attention: Sam Sharma, Commercial Banking) or to such other address as the Lender may direct in writing from time to time. The Lender is authorized to give valid and binding receipts and discharges for any Monies, which will be binding upon the Insured Debtor. The insurers

issuing the Policies are hereby irrevocably authorized and directed to pay all such Monies to the Lender, at its address as described above.

3. The Lender may collect, realize or otherwise deal with Monies in any manner and at any time or times as may seem to it advisable and without notice to the Insured Debtor. The Lender will not be liable or accountable for any failure to collect all or any part of any Monies. The Lender will not be bound to institute proceedings for the purpose of collecting all or any part of any Monies, or for the purpose of preserving any rights of the Lenders, the Insured Debtor or any other person in respect of any Monies.
4. Any Monies received by the Insured Debtor are received in trust for the Lenders and will be paid over to the Lender forthwith.
5. Any Monies received or recovered by the Lender under this Assignment may be applied on account of any parts of the Secured Obligations as the Lender deems best without prejudice to its claim upon the Insured Debtor for any deficiency.
6. The Policies are good, valid and subsisting policies, and they have not been forfeited or rendered void or voidable, and no grant of security, assignment or other disposal of any Policy in any way prejudicial to or inconsistent with this Assignment has been made, and the Policies are assigned with good right and full power to assign them, and all rights of redemption of any Policy are renounced.
7. The Insured Debtor will pay or cause to be paid all premiums upon the Policies as they become payable, and do or cause to be done all other acts and things which may be necessary for keeping the Policies in full force, and will from time to time execute all further assignments of the Policies (or any of them) as may be reasonably required by the Lender.
8. Without the written consent of the Lender, the Insured Debtor will not (a) change the name of the beneficiary of any Policy, (b) grant security in, assign or otherwise dispose of any Policy by will, contract or other means, or (c) change the insurance plan of any Policy during the period in which any Policy is assigned to the Lender.
9. The Lender may, but will not be bound to, pay any premium or premiums upon any Policy, but will not be responsible for any loss occasioned by the nonpayment of any premium notwithstanding that it may have paid prior premiums.
10. The amount of every premium paid by the Lender will be paid by the Insured Debtors forthwith to the Lender with interest at the highest rate per annum applicable to any credit facility established for the Borrower under the Commitment Letter, and the relevant Policy or Policies will also be held by the Lender as security for that payment, and the Lender may add the amount of such payment to the Secured Obligations.
11. The Lender may at any time without any further consent of any party to this Assignment exercise and take the benefit of any option given to the holder of any Policy either by the terms of any Policy or otherwise by the insurer which issued any Policy, and give effectual receipts in all matters relating to or arising in respect of any Policy and the Lender will not be responsible for any loss occasioned as a result.
12. The Lender may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with

the relevant insurer, the Insured Debtor and others, and with any Monies and other securities as the Lender sees fit, without prejudice to the liability of the Insured Debtor or the Lender's right to hold and realize this security.

13. The Lender may charge on its own behalf and also pay to others, reasonable sums for expenses incurred and for services rendered (expressly including reasonable legal fees and disbursements) in or in connection with collecting, realizing or obtaining payment of the Monies assigned under this Assignment, and may add the amount of those sums to the Secured Obligations.
14. Upon request by the Lender from time to time, the Insured Debtor will (a) deliver in writing to the Lender all information relating to any Policy and all Monies payable to the Insured Debtor under that Policy, and the Lender will be entitled to inspect and make copies of any books, papers, documents or records evidencing or relating to any Policy, and for that purpose, the Lender will have reasonable access to all premises occupied by the Insured Debtor that contain such books, papers, documents and records during regular office hours upon giving reasonable notice; and (b) do all acts and things to give any receipts, deeds, transfers, discharges or other instruments which may be necessary to enable the Lender to obtain payment of all or any part of the Monies assigned by this Assignment, or which an insurer may be entitled to receive from the Insured Debtor.
15. Upon receipt from the respective insurer of original copies of each of the Policies the Insured Debtors will forthwith provide the Lender with a certified copy of each Policy, together with a certified copy of each Policy issued in replacement of or in substitution for any original Policy or Policies or as a renewal of any original Policy or Policies.
16. The Lender will not be responsible for any loss which may be occasioned by the exercise of or the failure to exercise any powers contained in this Assignment except for its wilful misconduct or gross negligence.
17. The Insured Debtor irrevocably constitutes and appoints any officer of the Lender the true and lawful attorney of such Insured Debtor, in the name and on behalf of such Insured Debtor, from time to time to endorse, assign and transfer to the Lender any Policy and any right, title, interest and benefit in and to the same of such Insured Debtor, and to sign, execute and deliver any document necessary to enable the Lender to obtain the Monies to which the Lender is entitled under this Assignment in order that the full title to the same may be vested in the Lender.
18. This Assignment is given in addition to and not in substitution for any other assignment or other security given to and still held by the Lender and is taken by the Lender as additional security for the fulfilment of the Secured Obligations, and will not operate as a merger of any simple contract debt, or as a novation of any obligation, or in any way suspend the fulfilment of, or prejudice or affect the rights, remedies and powers of the Lenders in respect of the Secured Obligations, or any security held by the Lenders for the fulfilment of the Secured Obligations.
19. This Assignment will enure for the benefit of the Lender and its successors and assigns and will be binding on the Insured Debtor and its successors and permitted assigns.
20. All the rights of the Lender under this Assignment will be assignable and in any action brought by an assignee to enforce those rights, the Insured Debtor will not assert against

the assignee any claim or defence which such Insured Debtor now has or may later have against the Lender.

21. No amendment, discharge, modification, restatement, supplement, termination or waiver of this Assignment or any section of this Assignment is binding unless it is in writing and executed by the Insured Debtors and the Lender. No waiver of, failure to exercise, or delay in exercising any section of this Assignment constitutes a waiver of any other section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.
22. Each section of this Assignment is distinct and severable. If any section of this Assignment, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that section, in whole or in part, will not affect (i) the legality, validity or enforceability of the remaining sections of this Assignment, in whole or in part; or (ii) the legality, validity or enforceability of that section, in whole or in part, in any other jurisdiction,
23. Time is of the essence of this Assignment.
24. This Assignment is governed by, and is to be construed and interpreted in accordance with, the laws in effect in the Province of British Columbia. The parties to this Assignment irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the Province of British Columbia to determine all issues, whether at law or in equity, arising from this Assignment.
25. For the purposes of this Assignment, all references to the singular shall be construed to include the plural where the context so admits, the masculine to include the feminine and neuter gender and, where necessary, a body corporate, and *vice versa*.
26. Notices may be given by any party hereto to any other party hereto in the manner contemplated by the Commitment Letter. For greater certainty, any notice given to the Insured Debtor in accordance with the notices provision in the Commitment Letter shall be deemed to be validly and effectively given to such Insured Debtor.
27. The Insured Debtor acknowledges receiving a copy of this Assignment and to the extent permitted by law, waives all rights to receive from the Lender a copy of any financing statement, financing change statement or verification statement filed or issued, as the case may be, at any time in respect of this Assignment or any amendments to this Assignment.
28. This Assignment may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original and which counterparts together shall constitute one and the same Assignment. This Assignment may be executed and delivered by facsimile, pdf or other means of electronic transmission, and any signature contained hereon by facsimile, pdf or other means of electronic transmission shall be deemed to be equivalent to an original signature for all purposes.
29. The Insured Debtor consents to the terms of this Assignment and expressly acknowledges and agrees that even though it is designated as beneficiary under each Policy, its rights to receive payment of any amount under any Policy is subject to the rights of the Lender

under this Assignment, and the Insured Debtor expressly postpones and subordinates any and all such rights to receive payment to those rights of the Lender. Finally, the Insured Debtor expressly acknowledges and agrees that it is not designated as an irrevocable beneficiary under any Policy.

IN WITNESS WHEREOF the Insured Debtor has executed this Assignment as of as of the date first above written.

1134759 B.C. LTD.

Per: [Signature]
Name:
Title: JASWANT BATH

Per: [Signature]
Name: Jaswant Bath
Title: Director

1239583 B.C. LTD.

Per: [Signature]
Name: JASWANT KAUH BATH
Title: Director
JASWANT BATH

Per: [Signature]
Name: JASWANT KAUH BATH
Title: Director

SCHEDULE "A"**DESCRIPTION OF REAL and PERSONAL PROPERTY****Real Property**

9250 Somers Road, Port Alberni, BC legally described as PID: 008-620-741, District Lot 72, Alberni District.

Personal Property

All personal property located on, used primarily in connection with or arising from the Real Property

SCHEDULE "B"

EXISTING INSURANCE POLICIES

Please refer to certificate(s) of insurance attached.

This is Exhibit "K" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.



A Commissioner for taking Affidavits for British
Columbia

ENVIRONMENTAL AGREEMENT AND INDEMNITY

THIS ENVIRONMENTAL AGREEMENT AND INDEMNITY dated February 02, 2022 and made

BETWEEN:

1239583 B.C. LTD., a company under the *Business Corporations Act* of British Columbia (BC1239583), having an address at 390 Mt. Lehman Road, Abbotsford, BC V4X 2L4

(the "Borrower")

AND:

1134759 B.C. LTD., a company under the *Business Corporations Act* of British Columbia (BC1134759), having an address at 390 Mt. Lehman Road, Abbotsford, BC V4X 2L4

("1134759")

AND:

JASWANT BATH, having an address at 390 Mt. Lehman Road, Abbotsford, BC V4X 2L4

("Bath", together with 1134759, the "Guarantor")

AND:

NATIONAL BANK OF CANADA, a Canadian chartered bank, having an office at Suite 2900, 475 Howe Street, Vancouver, BC V6C 1K6

(the "Lender")

A. The Borrower has agreed to borrow the moneys representing the Loan from the Lender who has agreed to make the Loan to the Borrower.

B. It is a condition of the Loan that the Obligant execute and deliver this Agreement to the Lender.

In consideration of the sum of \$1.00 and other good and valuable consideration now paid by the Lender to the Obligant (the receipt and sufficiency of which is hereby acknowledged by the Obligant) the Obligant warrants and represents to and covenants and agrees with the Lender as set forth herein.

**ARTICLE 1
DEFINITIONS**

1.1 Definitions

In this Agreement the following words and phrases will have the meanings set out below unless the parties or the context otherwise require(s).

- (a) "Agreement" or "this Agreement" means this Agreement including all recitals and schedules hereto as amended, modified, restated or replaced from time to time.
- (b) "Borrower" means the Person described above as the "Borrower" and his, her or its heirs, executors, administrators, successors and assigns, whether immediate or derivative.
- (c) "Credit Agreement" means the offer of financing dated February 2, 2022, issued by the Lender, to and accepted by, the Borrower in connection with the Loans and includes all

amendments thereto and modifications, restatements and replacement thereof from time to time.

- (d) "**Guarantor**" means the parties described above as the "**Guarantor**" and their respective heirs, executors, administrators, successors and assigns, whether immediate or derivative and each is a "Guarantor".
- (e) "**Hazardous Materials**" means:
- (i) any chemical, material or substance from time to time defined as or included in the definition of "**dangerous goods**", "**deleterious substance**", "**hazardous substances**", "**hazardous wastes**", "**hazardous materials**", "**extremely hazardous wastes**", "**restricted hazardous waste**", or "**toxic substances**", "**waste**" or "**special waste**" or words of similar import under any Hazardous Materials Laws;
 - (ii) any other chemical, material or substance, exposure to which is now or hereafter prohibited, limited or regulated by any governmental authority or which may or could pose a hazard to the owner or any occupant of real property or any Person coming upon such real property, or the owner or any occupant of any property adjacent to or surrounding such real property, or any other Person coming upon any such adjacent or surrounding property; and
 - (iii) any other chemical, material or substance which may or could pose a hazard to the environment.
- (f) "**Hazardous Materials Claims**" means:
- (i) any and all enforcement, cleanup, removal, remedial or other governmental or regulatory actions, prosecutions, investigations, agreements, injunctions or orders instituted or completed pursuant to any Hazardous Material Laws; and
 - (ii) any and all claims made by any third party against real property or any past or present owner, tenant or other occupant thereof or any part thereof relating to damage, contribution, cost recovery, compensation, loss or injury resulting from the presence, release or discharge of any Hazardous Materials on, under or about such real property, or the migration of any Hazardous Materials from or to such real property.
- (g) "**Hazardous Materials Laws**" means federal, provincial or local laws, rules, ordinances, regulations, orders or other edicts from time to time having the force of law relating to the environment or any Hazardous Materials (including, without limitation, the use, handling, generation, manufacturing, storage, transportation, production, disposal, discharge or release thereof or the terms of any permit issued therefor) or the environmental conditions on, under or about real property including, without limitation, soil, groundwater and indoor and ambient air conditions.
- (h) "**Indemnitees**" means:
- (i) the Lender;
 - (ii) each Person who is part of any group of undisclosed investors for whom the Lender may now or at any time hereafter be acting as administrator or trustee in respect of the Loan;
 - (iii) every other Person who acquires the whole or any part of the interest of the Owner in and to the Lands or any part thereof, at a foreclosure sale or otherwise through the exercise of the Lender's rights and remedies;

- (iv) all directors, officers, employees and agents of each of the aforementioned Persons; and
- (v) all of the respective heirs, executors, Personal representatives, successors and assigns of each of the aforementioned Persons.

- (i) "**Lands**" means the land(s) and premises civically and legally described in Schedule A hereto.
- (j) "**Lender**" means the party described above and its successors and assigns, whether immediate or derivative.
- (k) "**Loan**" means the loans in the aggregate amount of \$6,415,000.00 contemplated by the Credit Agreement.
- (l) "**Obligant**" means the Borrower and the Guarantor.
- (m) "**Obligant's Other Obligations and Liabilities**" means the Obligant's obligations and liabilities to the Lender in connection with the Loan other than its obligations and liabilities set forth in this Agreement.
- (n) "**Owner**" means each Person who is the owner of the legal and beneficial fee simple title to the Lands or any part(s) thereof.
- (o) "**Persons**" or "**Person**" means and includes any individual, sole proprietorship, corporation, partnership, bank, joint venture, trust, unincorporated association, association, institution, entity, party or government (whether national, federal, provincial, state, municipal, city, county or otherwise and including any instrumentality, division, agency, body or department thereof).

**ARTICLE 2
REPRESENTATIONS AND WARRANTIES**

2.1 General

The Obligant warrants and represents to the Lender as set forth in this Section.

- (a) **Compliance with Laws:** Except as previously disclosed to the Lender, the Obligant is not aware that Hazardous Materials have at any time:
 - (i) migrated to or from the Lands or any part thereof; or
 - (ii) been transported to or from the Lands or any part thereof; or
 - (iii) been used, generated, manufactured, stored, produced, disposed of, discharged or released on, under or about the Lands or any part thereof, or in connection with any business conducted on the Lands or any part thereof,except in compliance with all Hazardous Materials Laws.

- (b) **No Proceedings:** Except as otherwise disclosed to the Lender in writing, the Obligant is not aware of any Hazardous Materials Claims having been instituted at any time against or in respect of:
 - (i) the Lands or any part thereof or any real property adjacent to or surrounding the Lands or any part thereof;

- (ii) any operations carried out on the Lands or any part thereof by the Owner or any previous owner of the Lands or any part thereof, or by any existing or previous tenant or occupant of the Lands or any part thereof; or
- (iii) any operations carried out on real property adjacent to or surrounding the Lands or any part thereof by any current or previous owner, tenant or occupant of the such real property,

and to the best of its knowledge, no Hazardous Materials Claims are pending or threatened against the Lands or any part thereof or any such operations.

- (c) **No Breaches:** Except as previously disclosed to the Lender, the Obligant is not aware of any breach of any Hazardous Material Laws in respect of:
 - (i) the Lands or any part thereof; or
 - (ii) any real property adjacent to or surrounding the Lands or any part thereof.
- (d) **No Previous Loan Problems:** The Obligant is not aware that any past loan secured by a charge against the Lands or any part thereof has been cancelled or not renewed due to environmental risk considerations.

2.2 Reliance and Survival

All representations and warranties of the Obligant made in this Agreement or in any certificate or other document delivered by or on behalf of the Obligant for the benefit of the Lender in connection with this Agreement are material and will survive the execution and delivery of this Agreement. The Lender is deemed to have relied upon each of those representations and warranties notwithstanding any investigation made by or on behalf of the Lender at any time.

ARTICLE 3 AGREEMENTS

3.1 General

The Obligant agrees with the Lender as set forth in this Section.

- (a) **Comply with Hazardous Material Laws:** The Obligant shall comply with all Hazardous Material Laws affecting the Lands or any part thereof and shall cause:
 - (i) all tenants under any leases or occupancy agreements affecting the Lands or any part thereof; and
 - (ii) all other Persons on or occupying the Lands or any part thereof;to comply with all Hazardous Material Laws affecting the Lands or any part thereof.
- (b) **Only use Lands in accordance with Hazardous Materials Laws:** Without limiting the generality of subparagraph (a) above, the Obligant shall not:
 - (i) use, handle, generate, manufacture, produce, transport, release, discharge, dispose of, or store, nor permit the use, handling, generation, manufacture, production, transport, release, discharge, disposition or storage of Hazardous Materials on, under or about the Lands or any part thereof; or
 - (ii) transport, or permit the transportation or migration of Hazardous Materials to or from the Lands or any part thereof;

except in compliance with all Hazardous Materials Laws.

- (c) **Remedial Action:** If Hazardous Materials are used, handled, generated, manufactured, produced, transported, released, discharged, disposed of or stored on, under or about the Lands or any part thereof other than in compliance with Hazardous Materials Laws, the Obligant shall:
- (i) promptly take any and all necessary remedial action in response thereto as may be required to bring the Lands or any part thereof into compliance with all applicable Hazardous Material Laws; and
 - (ii) undertake such remedial action to the satisfaction of the Lender acting reasonably so as to minimize any impairment to the Lands or any part thereof and the grants, mortgages and charges created any security relating thereto in favour of the Lender.
- (d) **Consultant's Report:** As and when requested by the Lender from time to time, the Obligant shall promptly submit at its own expense, a written report satisfactory in form and content to and prepared by a consultant approved by the Lender; detailing the past and present environmental condition of the Lands and confirming whether the Lands or any part thereof are then or have been previously used for the generation, manufacture, storage, production, disposal, discharge of any Hazardous Materials.
- (e) **Notification of Claims, etc.:** The Obligant shall immediately advise the Lender in writing of:
- (i) any and all Hazardous Materials Claims relating to the Lands or any part thereof or any current or previous operations carried out thereon;
 - (ii) the presence of any Hazardous Materials on, under or about the Lands or any part thereof or any real property adjacent to or surrounding the Lands or any part thereof;
 - (iii) any remedial action taken in response to any Hazardous Materials Claims or to any Hazardous Materials Laws relating to the Lands or any part thereof or to any current or previous operations carried out on thereon; and
 - (iv) any occurrence of a condition on any real property adjacent to or surrounding the Lands or any part thereof that under any Hazardous Material Laws could cause the Lands or any part thereof to be subjected to Hazardous Materials Claims or any restrictions on the ownership, occupancy, transferability or use of the Lands or any part thereof,
- in each instance, as and when it becomes aware of the same.
- (f) **Provide Communications:** The Obligant shall immediately provide the Lender with copies of all communications between it and any federal, provincial or local government or agency or any other Person relating to both the Lands or any part thereof and any Hazardous Materials Laws and with copies of all communications between it and any Person relating to Hazardous Material Claims relating to the Lands or any part thereof, or any current or previous operations carried out thereon.
- (g) **Lender May Enter and Remedy:** The Obligant agrees that if the Obligant is in default under any of the provisions of this Agreement, then, in addition to any other remedies the Lender may have, whether under this Agreement or otherwise, the Lender may, at its sole discretion, enter upon the Lands or any part thereof and take such actions or steps and incur such costs and expenses as it deems necessary to effect the Obligant's compliance with this Agreement and the expense and cost of so doing including without limitation:

- (i) the expense and cost of the time and services of the Lender for so doing;
- (ii) the expense and cost of retaining any engineer, environmental consultant, investigator or other professional to assist in so doing; and
- (iii) any legal fees and disbursements, governmental fees, licenses, permits and the like and any other cost or expense which the Lender in its discretion acting reasonably determines to be associated with effecting any such compliance,

will be payable by the Obligant to the Lender immediately on demand and will bear interest at the interest rate applicable to the Loan (or if more than one, at the higher or highest of those rates) calculated from the date of demand until fully paid.

- (h) **Allow Access:** The Obligant shall allow the Lender, its employees, agents, consultants, or any of them, access on, under or about the Lands or any part thereof as is reasonably necessary to effect the compliance contemplated hereby.

ARTICLE 4 INDEMNITY

4.1 Indemnity

- (a) The Obligant shall protect, indemnify and hold the Indemnitees and each of them harmless from and against any and all actual or potential claims, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses and the like (including, without limitation, legal and consultants fees and disbursements and the costs and expenses of investigation) which arise out of or relate in any way to:
 - (i) any breach by the Obligant of any of the warranties and representations and covenants made by it hereunder; or
 - (ii) any breach of any Hazardous Materials Laws in respect of the Lands or any part thereof.
- (b) This indemnity will include, without limitation, indemnification for all foreseeable and all unforeseeable consequential damages directly or indirectly arising from the foregoing, including without limitation:
 - (i) all damages arising out of any residual contamination affecting any natural resource or the environment; and
 - (ii) the costs of any required or necessary repair, cleanup, remediation or required detoxification of the Lands or any part thereof and the preparation of any closure or other required plans or reports in connection therewith.
- (c) In addition, if any Hazardous Materials are removed or caused to be removed from the Lands or any part thereof, whether by the Owner or by the Lender or any other Person, then those Hazardous Materials will be and remain the property of the Obligant and the Obligant shall assume any and all liability for such removed Hazardous Materials and the Obligant shall protect, indemnify and hold the Indemnitees and each of them harmless from and against any and all actual or potential claims, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including with out limitation, legal and consultant fees and disbursements and cost and expenses of investigation) and the like which in any way arise out of or relate thereto.

4.2 Liability under Indemnity

The Obligant agrees that its liability under Section 4.1 above to the Indemnitees and each of them will arise upon the earlier of:

- (a) the discovery of the Hazardous Materials on, under or about the Lands or any part thereof; and
- (b) the institution of any Hazardous Materials Claims,

and not upon the realization of loss or damage.

4.3 Payment under Indemnity

The Obligant shall immediately pay the Lender all amounts from time to time incurred by the Lender for the costs, damages, claims and expenses described or referred to in Section 4.1 above, as the same may be reasonably determined and communicated to the Obligant in writing by the Lender.

4.4 Obligations and Liabilities Unconditional

The Obligant agrees that its obligations and liabilities under this Agreement are unconditional and will not be limited by any nonrecourse or other limitations of liability provided for in any document now or at any time hereafter evidencing or securing the Obligant's Other Obligations and Liabilities, in whole or in part, unless that document post-dates the date of this Agreement, is executed by both the Obligant and the Lender and expressly limits the liability of the Obligant in respect of the matters covered by this Agreement.

4.5 Obligations and Liabilities in General

The Obligant agrees that its representations, warranties, covenants and agreements set forth in this Agreement (including, without limitation, the indemnity provided for in Section 4.1 above):

- (a) are separate and distinct obligations from the Obligant's Other Obligations and Liabilities;
- (b) survive the payment and satisfaction of the Obligant's Other Obligations and Liabilities and the discharge of the security documents from time to time taken as security therefor (and in particular any mortgage(s) of the Lands or any part thereof);
- (c) are not discharged or satisfied by foreclosure of the charges created by any security documents securing the Obligant's Other Obligations and Liabilities; and
- (d) will continue in effect after any transfer of the Lands or any part thereof, including, without limitation, any transfer made pursuant foreclosure proceedings (whether judicial or nonjudicial), or by any transfer in lieu of foreclosure.

**ARTICLE 5
MISCELLANEOUS**

5.1 Additional Rights

The rights and powers conferred on the Lender by this Agreement are in addition to and without prejudice to any other rights which the Lender may now have or hereafter acquire from the Obligant.

5.2 Additional Security

This Agreement will be in addition to and not in substitution for security now held or hereafter acquired by the Lender in connection with the Loan.

5.3 Dealings With Others

The Lender may grant time, renewals, extensions, indulgences, releases and discharges to, take securities from, abstain from taking additional security from, abstain from perfecting securities of, accept compositions from or otherwise deal with the Obligant and all other Persons and securities from time to time taken by the Lender in connection with the Loan as the Lender may see fit without prejudice to the rights of the Lender under this Agreement or any such securities.

5.4 No Merger

The taking of judgment on any covenant contained herein will not operate to create any merger or discharge of any obligation or liability of the Obligant hereunder or any securities of any form held or which may be held hereafter by the Lender from the Obligant or from any other Person or Persons whomsoever.

5.5 Time of the Essence

Time is of the essence of this Agreement.

5.6 Obligant Bound

Each Person who executes this Agreement as the Obligant agrees and consents to be bound by this Agreement notwithstanding that all of the other Persons who are intended to sign or be bound by this Agreement may not do so or may not be effectually bound hereby, and notwithstanding that this Agreement may be invalid or unenforceable against any one or more of those Persons, and whether or not the deficiency is known to the Lender.

5.7 Execution in Counterparts

This Agreement may be executed in counterparts and an executed copy of this Agreement may be delivered by electronic facsimile transmission or other means of electronic communication capable of producing a signed printed copy of this Agreement. **Any such execution and delivery will be deemed to have occurred as of the date set forth above by the party so delivering such copy.**

5.8 Notices

Any notice, demand or other document to be given, or any delivery to be made hereunder shall be effective if in writing and delivered in Person and left with, or if faxed and confirmed by prepaid registered letter addressed to the attention of:

- (a) in the case of the Lender, addressed as follows:

NATIONAL BANK OF CANADA
Suite 2900, 475 Howe Street
Vancouver, BC V6C 1K6

Attention: Dishen Zhao
Fax No: 604 235 8792

with a copy to:

FASKEN MARTINEAU DUMOULIN LLP
Barristers & Solicitors
Bentall 5, Suite 2900 – 550 Burrard Street
Vancouver, BC, Canada V6C 0A3

Attention: Andrew Jackson
Fax No: 604.631.3232

(b) in the case of the Obligant addressed as follows:

1134759 B.C. LTD.
1239583 B.C. LTD.
JASWANT BATH
 390 Mt. Lehman Road
 Abbotsford, BC V4X 2L4

Attention: Jaswant Bath
 Fax No: _____

with a copy to:

SAHOTA LAW OFFICE,
 #214 - 7928/128TH STREET
 SURREY, B.C. V3W 4E8

Attention: Pir Indar Paul Singh Sahota
 Fax No: 604-596-9494

Any notice, demand or other document or delivery so given or made shall be deemed to have been given or made and received at the time of delivery in Person or on the business day next following the date of faxing of same. Any party hereto may from time to time by notice in writing change his or its address (or in the case of a corporate party, the designated recipient) for the purposes of this Section.

5.9 Change of Name, Etc.

No change in the name, objects, capital stock or constitution of the Obligant (or any party comprising the Obligant) will in any way affect the liability of the Obligant (or any other party comprising the Obligant) with respect to transactions occurring before or after such change.

5.10 Amendment

Any amendment of this Agreement will not be binding unless in writing and signed by the Obligant and the Lender.

ARTICLE 6 INTERPRETATION

6.1 Headings

All headings and titles in this Agreement are for reference only and are not to be used in the interpretation of the terms hereof.

6.2 Hereof, Etc.

All references in this Agreement to the words "hereof", "herein" or "hereunder" will be construed to mean and refer to this Agreement as a whole and will not be construed to refer only to a specific Article, Section, paragraph or clause of this Agreement unless the context clearly requires such construction.

6.3 Joint and Several Liability

If any party hereto is comprised of more than one Person, the indemnities and the representations, warranties, covenants, agreements, obligations and liabilities made by or imposed upon that party herein or by law will be deemed to have been made or incurred by all those Persons jointly and by each of those Persons severally.

6.4 Severability

If any of the terms of this Agreement are or are held to be unenforceable or otherwise invalid, such holding will not in any way affect the enforceability or validity of the remaining terms of this Agreement.

6.5 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia; provided that the foregoing will in no way limit the right of the Lender to commence suits, actions or proceedings based on this Agreement in any other jurisdiction.

6.6 Interpretation

Wherever the singular or masculine gender is used throughout this Agreement, the same will be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties hereto so require.

6.7 Lender as Agent

If this Agreement is granted to the Lender in its capacity as agent for one or more other Persons, the Obligant agrees that all:

- (a) grants, mortgages, assignments, charges and security interests;
- (b) representations, warranties, covenants and agreements; and
- (c) obligations and liabilities,

created, made, assumed or incurred hereunder by the Obligant in favour of the Lender are also created, made, assumed or incurred hereunder by the Obligant in favour of those Persons.

6.8 Binding Effect

This Agreement will be binding on the Obligant and the respective heirs, executors, personal representatives, successors and assigns of each Person comprising the Obligant and will enure to the benefit of the Lender and its successors and assigns.

- Signatures on Next Page -

EXECUTED at Surrey, British Columbia on the 22 day of February, 2022.

1239583 B.C. Ltd.

1134759 B.C. LTD.

Per: _____

Name:

Title: Jasbir Kaur Bath

Per: _____

Name:

Title: Jasbir Kaur Bath

JASWANT BATH

WITNESS:

Witness _____

Address _____

Plenc

AMANDEEP SINGH CHEEMA
BARRISTER, SOLICITOR & NOTARY
Occupation CHEEMA LAW CORPORATION
#112, 8028-128TH STREET,
SURREY, BRITISH COLUMBIA V3W 4E9
PH. 778-592-0201 FAX 778-771-2202

JASWANT BATH

Environmental Indemnity Agreement Signature Page

**SCHEDULE A
LANDS**

9250 Somers Road, Port Alberni, BC legally described as PID: 008-620-741, District Lot 72, Alberni District.

This is Exhibit "L" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.



A Commissioner for taking Affidavits for British
Columbia



POWER OF ATTORNEY - BANKERS' ACCEPTANCES

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POWER OF ATTORNEY given on _____

by **1239583 B.C. LTD.**

(Name of Corporation)

(the "Undersigned") hereby

appoints NATIONAL BANK OF CANADA (the "Bank"), acting through an authorized signatory of the Bank, the attorney of the Undersigned:

- I. to sign for and on behalf and in the name of the Undersigned, as drawer, bankers' acceptances drawn on the Bank, by way of printed or stamped facsimile signature;
- II. to complete the bankers' acceptances with the maturity date, the issue date, the period of time between the issue date and the maturity date and the amount;
- III. to endorse on behalf and in the name of the Undersigned the bankers' acceptances, by way of printed or stamped facsimile signature;
- IV. to discount and/or deliver the bankers' acceptances;
- V. to perform any appropriate or necessary act required to give effect to the instructions herein;

provided that such acts in each case are to be undertaken by the Bank in accordance with the instructions given by the Undersigned as provided in this Power of Attorney.

Any instructions from the Undersigned to the Bank shall be given by fax or email and shall specify the following information:

- a) a reference to this Power of Attorney;
- b) an amount in Canadian dollars or in another currency, which shall be the aggregate face amount of the bankers' acceptances to be issued in a particular transaction;
- c) a specified period of time (364 days or less) which shall be the number of days preceding the date that the bankers' acceptances are to be payable, and the issue and maturity dates of the bankers' acceptances;
- d) the discount/payment instructions specifying:
 - in the case of bankers' acceptances to be issued by the Bank on behalf of the Undersigned and sold to the Bank: particulars of the date and the rate of discount at which the bankers' acceptances are to be discounted and the number of the Undersigned's account to which the proceeds of discount are to be credited; OR
 - in the case of bankers' acceptances issued by the Bank on behalf of the Undersigned and sold to a person other than the Bank: particulars of the person to whom the bankers' acceptances are to be delivered, the amount of payment to be received there from and the number of the Undersigned's account to which such payment is to be credited.

The Undersigned acknowledges that the Bank shall not be obligated to accept the bankers' acceptances. If (and only if) the Bank is prepared to accept the bankers' acceptances pursuant to the instructions given by the Undersigned, the Bank shall issue the bankers' acceptances and advise the Undersigned by notice in writing sent by fax, email or mail. The Bank shall not be liable for any damages whatsoever resulting from any inaccuracies in the instructions given by the Undersigned.

The bankers' acceptances accepted by the Bank may, at its discretion, be subject to the *Depository Bills and Notes Act (Canada)* and transacted through a clearing house in accordance with the said Act.

When the bankers' acceptances are payable in Montreal and held in the Bank's portfolio, the Undersigned irrevocably authorizes the Bank to cancel the bankers' acceptances at its discretion and to issue new bankers' acceptances payable in Toronto or in any other city, for the same value and on the same conditions as the cancelled bankers' acceptances.

The Undersigned hereby agrees and promises to pay the Bank the full amount of each bankers' acceptance, signed and completed as contemplated herein and accepted by the Bank, as of 10 a.m. on the maturity date and at the main office of the Bank where the bankers' acceptance was drawn. For purposes of effecting any such payment, the Undersigned irrevocably authorizes the Bank to debit any bank account of the Undersigned maintained with the Bank, but the Bank shall not be required hereby to effect any such debit.

The Undersigned also agrees that all security held by the Bank at any time for the fulfillment of any obligation of the Undersigned to the Bank shall be general and continuing security for the fulfillment of obligations of the Undersigned hereunder or otherwise in respect of the said bankers' acceptances.

This Power of Attorney may be revoked at any time upon not less than five (5) business days' written notice served upon the Bank at its office referred to hereinbelow, provided that no such revocation shall reduce, limit or otherwise affect the obligations of the Undersigned in respect of any bankers' acceptance issued, discounted and/or delivered in accordance herewith prior to the time at which such revocation becomes effective.

Any notices or instructions shall be addressed to:

NATIONAL BANK OF CANADA

Suite 2900, 475 Howe Street

Address

Vancouver, BC V6C 1K6

604.661.5519

Telephone No.

N/A

Fax no.

To the attention of the Bank's manager responsible for the account of the Undersigned.

1239583 B.C. LTD.

Name of the Corporation

390 Mt. Lehman Road

Address

Abbotsford, BC V4X 2L4

Telephone No.

Fax no.

Any instructions from the Undersigned to the Bank, communicated by fax or email, shall be given by the authorized representatives of the Undersigned.

This Power of Attorney constitutes the entire agreement.

This Power of Attorney shall be governed by and construed in accordance with the laws of the Province of British Columbia

This Power of Attorney is in addition to and not in substitution of any agreement to which the Bank and the Undersigned are parties.

SIGNED at Surrey, this 2nd day of February, 2022.
Jaswant Kaur Bath

By _____
(Signature)
Jaswant Kaur Bath
(First and last name in block letters)

Title Director

By _____
(Signature)
Jaswant Kaur Bath
(First and last name in block letters)

Title Director

* Insert the province in which the undersigned has its principal establishment, in the case of a legal person, or its principal residence, in the case of a natural person.

This is Exhibit "M" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.



A Commissioner for taking Affidavits for British
Columbia

From: Jaswant Bath <jaswantbath@gmail.com>
Sent: December 23, 2022 8:08 PM
To: Darling, Michael <williammichael.darling@nbc.ca>
Subject: Re: 1239586 BC Ltd - Port Alberni

PRUDENCE/CAUTION - EXTERNE/EXTERNAL

Hi Michael,

Sorry we have been out of reach due to medical reasons plus the weather has been very bad here in BC. All highways and bridges are closed ferries have been canceled.

We are getting the payments and account overdrawn cover soon we have funds coming in before the January 15th to look after any pass due and put another 3 months in the account then the weather will get better to get the farming going. Please we are trying to get funds in that are owed to the farming company. We will be getting the gravel contract in place after the holiday season due to 2 ft of snow on the ground in Port Alberni we can not measure the areas out and do the gravel test holes so we can get the proper amount of estimate for what types of gravel in different sections and maintain proper farming each season.

Please we will be on track with in few weeks.

Please do not kindly transfer the account to Special Loans as we are just getting things going.

Thank you kindly.

Jaswant and Jasbir.

On Dec 23, 2022, at 11:54 AM, Darling, Michael <williammichael.darling@nbc.ca> wrote:

Hello Jaswant and Jasbir,

The Bank has made the decision to transfer your account to Special Loans due to default on the terms of your creditor agreement. The day-to-day management of the file will be transitioning to Erin Welte who will handle all inquiries going forward. His contact card is attached.

<image001.jpg>

Michael Darling

Vice President Business Development
Western Canada, Commercial Banking
(Transit 4408-1)
Tel: 403-294-4954 (Internal Ext.: 44954)
Cell: 403-613-4686
Fax: 403-410-2084
michael.darling@nbc.ca

National Bank of Canada

600, 311 - 6 Avenue SW Calgary, AB T2P 3H2

<image002.png>

<image003.jpg><image004.jpg><image005.jpg><image006.jpg>

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<Welte- Erin.vcf><Podsiadlo- Caroline.vcf>

This is Exhibit "N" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.



A Commissioner for taking Affidavits for British
Columbia

Barnes, Donna

From: Darling, Michael
Sent: Tuesday, January 3, 2023 8:25 AM
To: Welte, Erin
Subject: FW: Account update. 1239586 BC Ltd

Follow Up Flag: Follow up
Due By: Friday, January 6, 2023 3:00 PM
Flag Status: Completed

FYI - they have changed this deposit date almost daily for 2 months a and now indicate Jan 17th to have the excess & credit card covered. I had asked cards to cancel the card in December, but might be worth ensuring to avoid it being reactivated.

-----Original Message-----

From: Jaswant Bath <jaswantbath@gmail.com>
Sent: December 31, 2022 12:43 PM
To: Darling, Michael <williammichael.darling@nbc.ca>
Subject: Account update.

PRUDENCE/CAUTION - EXTERNE/EXTERNAL

Hi Michael,

Sorry to bother you through your holiday's. We are receiving funds to cover account and extra funds to have payments and credit card payments into account on January 17th, 2023.

We will have account update

plus another 6 months payments extra in the account so we are ahead of it all. Then the 2023 crop will start coming in and we will be having a very good cash flow. Thank very much for helping out as always.

Have a Happy New Year.

Regards,

Jaswant and Jasbir Bath

This is Exhibit "O" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.

DU

A Commissioner for taking Affidavits for British
Columbia

Subject: RE: 1239583 BC Ltd. - Communication with special loans and next steps

From: Jasbir Bath <jasbirkbath@gmail.com>
Sent: Wednesday, February 1, 2023 1:14 PM
To: Welte, Erin <Erin.Welte@nbc.ca>
Subject: Re: 1239583 BC Ltd. - Communication with special loans and next steps

PRUDENCE/CAUTION - EXTERNE/EXTERNAL

Hi Erin,

Sorry for the late reply. Can we do the phone call next week Wednesday. Also what number do we call. Also we will need to go onto an annual payment schedule do to farming. The other small loans we can service monthly. We are looking into what the loan number is so we can make the payments and bring it up to date. It is approximately \$3,400.00 per month. The Master Card can we please have as minimum payments a month. Having the Master Card to pay fully each month. Better not to use the credit card service better to use debit card.

Please let us know what we can do about this.

As this year will be the good income year.

2022 we started with a wet spring and a very hot long summer the season did ot turn out the way we wanted to.

We are still waiting on a large deposit to come in to cover account and bring current.

Thank you,

Jaswant and Jasbir

On Tue, Jan 24, 2023 at 10:27 AM Welte, Erin <Erin.Welte@nbc.ca> wrote:

Jaswant and Jasbir,

Can you advise when you would be available for a meeting ?

Likely over the phone as we are in Calgary and Toronto.

We need to discuss the situation as soon as possible given the arrears and various other defaults.

I note in your email on January 3, 2023, you advised Michael Darling that "We are receiving funds to cover account and extra funds to have payments and credit card payments into account on January 17th, 2023." , we have not seen any of these funds arriving.

Also, for your records, the new National Bank staff managing the account are as follows;

Yang(Allen) and I manage the credit relationship with oversight from Caroline Podsiadlo, and

Administration is handled by Catherine McKay and Maria Spalierno. Their V.Cards are attached.

Regards,



Erin Welte
Senior Manager, Special Loans

Tel.: (403) 294-4966

311 – 6 Avenue SW, Suite 600

Calgary, AB, T2P 3H2

erin.welte@nbc.ca

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This is Exhibit "P" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.

DV

A Commissioner for taking Affidavits for British
Columbia

Barnes, Donna

From: Welte, Erin <Erin.Welte@nbc.ca>
Sent: Thursday, February 16, 2023 10:44 AM
To: Jasbir K. Bath (jasbirkbath@gmail.com); Jaswant Bath (jaswantbath@gmail.com)
Cc: Podsiadlo, Caroline; Zhao, Yang
Subject: Default Letter - 1239583 B.C. Ltd.
Attachments: VANCOUVER-51368991-v4-Letter_-_National_Bank_-_1239583_-_Default_Notice.pdf

Jasbir and Jaswant,

Please find enclosed a letter - Default Notice regarding 1239583 B.C. Ltd.'s payment arrears, reporting arrears as well as other financial, covenant and contractual defaults as outlined.

Please review the letter which outlines our expectations, as well as the documents referred to in the letter.

Regards,



Erin Welte
Senior Manager, Special Loans
Tel.: (647) 210 - 7332
311 – 6 Avenue SW, Suite 600
Calgary, AB, T2P 3H2

erin.welte@nbc.ca



February 16, 2023

BY E-MAIL & COURIER

1239583 B.C. Ltd.
390 Mt. Lehman Road
Abbotsford, B.C. V4X 2L4

7-32330 South Fraser Way
Abbotsford, B.C. V2T 1X1

1134759 B.C. Ltd.
390 Mt. Lehman Road
Abbotsford, B.C. V4X 2L4

Attention: Jaswant and Jasbir Bath

RE: Notice of Default

Dear Sirs/Mesdames,

We refer to:

- (a) the Offer of Financing dated as of February 2, 2022, as amended, supplemented or restated from time to time (collectively, the "**Offer of Financing**") between 1239583 B.C. Ltd. ("**123 Co.**"), as borrower, and National Bank of Canada ("**National**"), as lender;
- (b) the Unlimited Guarantee dated as of February 22, 2022 (the "**113 Guarantee**") between 1134759 B.C. Ltd. ("**113 Co.**"), as guarantor, and National as obligee;
- (c) the Unlimited Guarantee dated as of February 22, 2022 (the "**Bath Guarantee**") between Jaswant Bath, as guarantor, and National as obligee;
- (d) the first-ranking Mortgage over the property at 9250 Somers Road, Port Alberni, B.C., dated as of February 22, 2022 (the "**Mortgage**") granted by 113 Co. in favour of National, as lender; and
- (e) the General Security Agreement dated as of February 22, 2022 (the "**123 GSA**") between 123 Co., as debtor, and National, as lender.
- (f) the General Security Agreement dated as of February 22, 2022 (the "**113 GSA**") between 113 Co., as debtor, and National, as lender.

We also refer to:



- (a) the email dated December 23, 2022, from National to Jaswant and Jasbir Bath notifying 123 Co. that their accounts were being transferred to the Special Loans department of National due to the occurrence of events of default under the Offer of Financing and its related documents; and
- (b) the email dated January 24, 2023, from National to Jaswant and Jasbir Bath notifying 123 Co. that it was in arrears, among other events of default, and needed to come to payment terms with National, particularly given that 123 Co. confirmed to National that it was receiving funds that were to be directed to the amounts owed to National by January 17, but were not received by National.

Pursuant to the terms of the Offer of Financing, 123 Co. is required to provide an aged listing of the accounts receivable and listing of accounts payable from 113 Co., or the "Amalco" after amalgamation within 25 days after each month end (the "**Reporting Obligation**"). The Reporting Obligation has not been met for the months of September, October, November and December 2022 (the "**Reporting Default**").

As of the date of this letter, 123 Co. also has unmet payment obligations on outstanding principal, interest or other amounts of at least: CAD \$1,353.54 in interest on operating credit #060025904670 for the months of December 2022 and January 2023; CAD \$95,259.27 in blended monthly payments on term loan #020656964878 for each of the months of December 2022, January 2023 and February 2023; and CAD \$10,244.91 in blended, monthly payments on term loan #020660638874 for each of the months of December 2022, January 2023, and February 2023. 123 Co. is also overdrawn on account 00 933 20, transit 03951 in the amount of CAD \$64,184.32 (collectively, the "**Payment Defaults**")

Further, 113 Co. has failed to maintain or provide proof of current or renewed insurance on the property at 9250 Somers Road, Port Alberni, B.C., pursuant to the Mortgage and GSA (the "**Insurance Default**", together with the Reporting Default and the Payment Defaults, the "**Defaults**").

We are writing to formally provide 123 Co. and its amalgamating corporation, 113 Co., with notice that each of the Defaults remain a current and continuing Event of Default under the Offer of Financing, GSA and/or Mortgage that has not been remedied as of the date of this Notice of Default.

Pursuant to the Offer of Financing and/or Mortgage where there is an Event of Default National may, among other remedies, terminate any financing product or cease extending credit without further notice or demand.

National expects each of the Defaults to be remedied by March 1, 2023. Any obligation of National to make further advances or other accommodation available under the Offer of Financing or its related documents is hereby terminated.

This Notice of Default confirms that National has not, and shall not be deemed to have, waived the Defaults, or any other default or event of default that has now or may in the future occur under the Offer of Financing, 113 Guarantee, Bath Guarantee, Mortgage, GSA, or otherwise.

National hereby provides notice to 123 Co. and 113 Co. that National reserves its right at any time to exercise any rights, remedies, powers, and privileges afforded by law, in equity, or under the Offer of



Financing, 113 Guarantee, Bath Guarantee, Mortgage, GSA, including with respect to the Defaults or any other defaults or events of default which may have occurred on or prior to the date hereto.

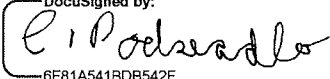
Please note, nothing herein prevents National from terminating or making demand on any or all of the facilities at any time. National preserves all of its available rights.

We remain available to discuss the above with you at your convenience.

Regards,

National Bank of Canada

DocuSigned by:
Erin Welte
4A03C56569214DB...
Erin Welte
Senior Manager, Special Loans

DocuSigned by:

6F81A541BDB542F...
Caroline Podsiadlo
Senior Manager, Special Loans

This is Exhibit "Q" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.



A Commissioner for taking Affidavits for British
Columbia

Barnes, Donna

From: Jaswant Bath <jaswantbath@gmail.com>
Sent: Tuesday, February 28, 2023 12:07 PM
To: Welte, Erin
Subject: Re: Default Letter - 1239583 B.C. Ltd.
Attachments: Insurance Policy Port Alberni.pdf A.pdf

 PRUDENCE/CAUTION - EXTERNE/EXTERNAL

Hi Erin,

Just following up on last email. We have not had any reply.

Please let us know if you have received the email last we sent.

Regards,

Jaswant and Jasbir Bath

On Feb 21, 2023, at 1:15 PM, Jaswant Bath <jaswantbath@gmail.com> wrote:

Hi Erin,

Good Afternoon hope you had a good long weekend.

I am in receipt of your letter, please find my response below:

Reporting Obligation

We were never made aware that these items are required, nor did my account manager ever ask me once to provide. If you still require, I will ask my accountant to produce ASAP but please give me until March 30, 2023 to provide.

Payment Default

Please allow us until Mid April to provide all payments, we have a huge AR that is outstanding and all our customers guaranteed to provide by end of March. I ask for little grace period just in case.

Insurance Default

Please find my insurance policy in email.

Thank you for your patience and kindness working me.

Sincerely,

Jaswant and Jasbir

On Feb 16, 2023, at 10:43 AM, Welte, Erin <Erin.Welte@nbc.ca> wrote:

Jasbir and Jaswant,

Please find enclosed a letter - Default Notice regarding 1239583 B.C. Ltd.'s payment arrears, reporting arrears as well as other financial, covenant and contractual defaults as outlined.

Please review the letter which outlines our expectations, as well as the documents referred to in the letter.

Regards,

<image001.png>

Erin Welte

Senior Manager, Special Loans

Tel.: (647) 210 - 7332

311 – 6 Avenue SW, Suite 600

Calgary, AB, T2P 3H2

erin.welte@nbc.ca

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<VANCOUVER-_51368991-v4-Letter_-_National_Bank_-_1239583_-_Default_Notice.pdf>



LOCATION

NO.: 1

ADDRESS OF PROPERTY INSURED: 9250 Somers Road, Port Alberni, BC Canada V9Y 8N8

OCCUPIED AS: Tenant

YEAR BUILT	1997	FIRE PROTECTION	Unprotected
CONSTRUCTION	Frame		
HEATING INFORMATION			
Primary	Heat Pump	Electric	
Auxiliary	No Auxiliary Heating	No Auxiliary Heating	

Loss, if any, payable to:

(Absence of any entry Denotes Loss Payable to the Named Insured)

National Bank of Canada - Mortgagee (Financial Institution)
 475 Howe Street, Suite 2900, Vancouver, BC Canada V6C 1K6
 Interest Rank 1

Applicable to: Dwelling - Location #: 1 Location Address : 9250 Somers Road, Port Alberni, BC Canada V9Y 8N8

Ranjit Kaur Virk - Mortgagee (Other)

7179 18th Avenue, Unit 9, Burnaby, BC Canada V3N 1H2

Interest Rank 2

Applicable to: Dwelling - Location #: 1 Location Address : 9250 Somers Road, Port Alberni, BC Canada V9Y 8N8

SCHEDULE OF COVERAGE

Insurance provided subject to the Declarations, Terms, Conditions of the policy and its Form(s) only for the coverage for which specific Form(s) are attached and for which a specific Amount of Insurance is shown hereunder.

DESCRIPTION	CO-INSURANCE (%)	SETTLEMENT BASIS	DEDUCTIBLE (\$)	AMOUNT INSURANCE (\$)	PREMIUM (\$)
RENTED DWELLING - COMPREHENSIVE					
Comprehensive - Dwelling	100	RC	10,000	982,905	4,387
Comprehensive - Detached Private Structures	100	RC	10,000	98,291	Included
Comprehensive - Landlord Contents	100	ACV	10,000	49,145	Included
Rental Income				49,145	Included
EXTENSIONS					
Limited WaterPROTECT			10,000	Included	100
Earthquake - Dwelling			15%	982,905	1,386
Earthquake - Detached Private Structures			15%	93,610	37
Earthquake - Landlord Contents			15%	46,805	19
DISCOUNTS					
Deductible Discount (-20%)					Included
Claims Free Discount (-15%)					Included
TOTAL ITEM PREMIUM					\$5,929



LOCATION

NO.: 1
ADDRESS OF PROPERTY INSURED: 9250 Somers Road, Port Alberni, BC Canada V9Y 8N8
OCCUPIED AS: Principal Residence

YEAR BUILT	1950	FIRE PROTECTION	Unprotected
CONSTRUCTION	Frame		
HEATING INFORMATION			
Primary	Heat Pump	Electric	
Auxiliary	No Auxiliary Heating	No Auxiliary Heating	

Loss, if any, payable to:
(Absence of any entry Denotes Loss Payable to the Named Insured)

National Bank of Canada - Mortgagee (Financial Institution)
475 Howe Street, Suite 2900, Vancouver, BC Canada V6C 1K6
Interest Rank 1
Applicable to: Dwelling - Location #: 1 Location Address : 9250 Somers Road, Port Alberni, BC Canada V9Y 8N8
Ranjit Kaur Virk - Mortgagee (Other)
7179 18th Avenue, Unit 9, Burnaby, BC Canada V3N 1H2
Interest Rank 2
Applicable to: Dwelling - Location #: 1 Location Address : 9250 Somers Road, Port Alberni, BC Canada V9Y 8N8

SCHEDULE OF COVERAGE

Insurance provided subject to the Declarations, Terms, Conditions of the policy and its Form(s) only for the coverage for which specific Form(s) are attached and for which a specific Amount of Insurance is shown hereunder.

DESCRIPTION	CO-INSURANCE (%)	SETTLEMENT BASIS	DEDUCTIBLE (\$)	AMOUNT INSURANCE (\$)	PREMIUM (\$)
PRIMARY DWELLING - COMPREHENSIVE					
Comprehensive - Dwelling	100	RC	10,000	451,473	2,332
Comprehensive - Detached Private Structures	100	RC	10,000	45,147	Included
Comprehensive - Personal Property	100	RC	10,000	316,031	Included
Comprehensive - Additional Living Expenses			10,000	90,295	Included
EXTENSIONS					
Limited WaterPROTECT			10,000	Included	100
Earthquake - Dwelling			15%	451,473	637
Earthquake - Detached Private Structures			15%	42,998	17
Earthquake - Personal Property			15%	300,983	120
Earthquake - Additional Living Expenses			15%	90,295	Included
HomePROTECT Equipment Breakdown			1,000	100,000	110
DISCOUNTS					
Deductible Discount (-20%)					Included
Claims Free Discount (-15%)					Included
TOTAL ITEM PREMIUM					\$3,316



FARM PROPERTY

LOCATION NO. 1
ADDRESS OF PROPERTY INSURED 9250 Somers Road, Port Alberni, BC Canada V9Y 8N8
OCCUPIED AS: Owner

DESCRIPTION	Decommissioned Dairy Complex - Hay Storage Use	FIRE PROTECTION	Unprotected
YEAR BUILT	1985		
STRUCTURE TYPE	Dairy Complex		
CONSTRUCTION	Frame		
DIMENSIONS	21000		
HEATING INFORMATION			
Type / Fuel	No Primary Heating / No Primary Heating		

Loss, if any, payable to:
(Absence of any entry Denotes Loss Payable to the Named Insured)

Ranjit Kaur Virk - Mortgagee (Other)
7179 18th Avenue, Unit 9, Burnaby, BC Canada V3N 1H2
Interest Rank 2

Applicable to: Farm Building - Location #: 1 Location Address : 9250 Somers Road, Port Alberni, BC Canada V9Y 8N8 Structure
Type: Dairy Complex Description: Decommissioned Dairy Complex - Hay Storage Use

SCHEDULE OF COVERAGE

Insurance provided subject to the Declarations, Terms, Conditions of the policy and its Form(s) only for the coverage for which specific Form(s) are attached and for which a specific Amount of Insurance is shown hereunder.

DESCRIPTION	CO-INSURANCE (%)	SETTLEMENT BASIS	DEDUCTIBLE (\$)	AMOUNT INSURANCE (\$)	PREMIUM (\$)
FARM BUILDING - EXTENDED PERILS					
Extended Perils - Farm Building	80	ACV	10,000	367,710	1,527
EXTENSIONS					
Debris Removal Coverage				Included	Included
DISCOUNTS					
Deductible Discount (-20%)					Included
TOTAL ITEM PREMIUM					\$1,527



Home Cyber Protection

ADDRESS OF PROPERTY INSURED 9250 Somers Road, Port Alberni, BC Canada V9Y 8N8

Loss, if any, payable to:

(Absence of any entry Denotes Loss Payable to the Named Insured)

SCHEDULE OF COVERAGE

Insurance provided subject to the Declarations, Terms, Conditions of the policy and its Form(s) only for the coverage for which specific Form(s) are attached and for which a specific Amount of Insurance is shown hereunder.

DESCRIPTION	DEDUCTIBLE (\$)	AMOUNT INSURANCE (\$)	PREMIUM (\$)
HOME CYBER PROTECTION			
Annual Aggregate Limit	1,000	25,000	65
SUBLIMITS			
Cyber Extortion - Per Policy Period		2,500	Included
Cyber Bullying		Included	Included
Computer Attack and Home Systems Attack		Included	Included
Online Fraud		Included	Included
Data Breach (Included)		25,000	Included
TOTAL ITEM PREMIUM			\$65



COMPREHENSIVE PERSONAL LIABILITY

SCHEDULE OF COVERAGE

Insurance provided subject to the Declarations, Terms, Conditions of the policy and its Form(s) only for the coverage for which specific Form(s) are attached and for which a specific Amount of Insurance is shown hereunder.

DESCRIPTION	AMOUNT INSURANCE (\$)	PREMIUM (\$)
LIABILITY SECTION		
Comprehensive Personal Liability	2,000,000	Included
Comprehensive Personal Liability - Aggregate Each Policy Year	3,000,000	Included
Tenants Legal Liability	Included	Included
Voluntary Medical Payments	5,000	Included
Voluntary Payment for Property Damage	2,500	Included
TOTAL ITEM PREMIUM		\$0



FARM LIABILITY

LOCATION SUMMARY 9250 Somers Road, Port Alberni, BC Canada V9Y 8N8

RATING

Farm Operations: Hay
First Additional Farm Operation: Acreage
Secondary Additional Farm Operation: Acreage
Total Acres (Owned, Leased or Rented by the Insured): 159
Annual Farm Payroll: \$0

SCHEDULE OF COVERAGE

Insurance provided subject to the Declarations, Terms, Conditions of the policy and its Form(s) only for the coverage for which specific Form(s) are attached and for which a specific Amount of Insurance is shown hereunder.

DESCRIPTION	AMOUNT INSURANCE (\$)	PREMIUM (\$)
LIABILITY SECTION		
Farm Liability - Each Accident / Occurrence	2,000,000	289
Farm Liability - Aggregate Each Policy Year	3,000,000	Included
Tenant's Legal Liability	Included	Included
Voluntary Medical Payments	5,000	Included
Voluntary Payment for Property Damage	2,500	Included
Farmer's Limited Pollution Liability Insurance - Incident Limit	1,000,000	Included
Farmer's Limited Pollution Liability Insurance - Aggregate Limit	2,000,000	Included
Prairie and Forest Firefighting Expense – Incident Limit	1,000,000	Included
Prairie and Forest Firefighting Expense – Aggregate Limit	1,000,000	Included
Personal and Advertising Liability	2,000,000	Included
EXTENSIONS		
Additional Private Residence	2,000,000	20
EXCLUSIONS, WARRANTIES AND LIMITATIONS		
Horse Limitation Endorsement		Included
TOTAL ITEM PREMIUM		\$309

**FARM PROTECT ENHANCEMENT****SCHEDULE OF COVERAGE**

Insurance provided subject to the Declarations, Terms, Conditions of the policy and its Form(s) only for the coverage for which specific Form(s) are attached and for which a specific Amount of Insurance is shown hereunder.

DESCRIPTION	SETTLEMENT BASIS	DEDUCTIBLE (\$)	AMOUNT INSURANCE (\$)	PREMIUM (\$)
FARM PROTECT ENHANCEMENTS				
Accounts Receivable		1,000	50,000	Included
All Terrain and Utility Vehicles	ACV	1,000	2,500	Included
Automatic Fire Suppression System Recharge Expense			5,000	Included
Beekeepers		1,000	25,000	Included
Brands and Labels		1,000	25,000	Included
Consequential Loss	ACV	1,000	25,000	Included
Extra Expense		1,000	15,000	Included
Crime		1,000	10,000	Included
Farm Contents	ACV	1,000	10,000	Included
Farm Livestock - Total Limit	ACV	1,000	10,000	Included
Farm Livestock - Maximum Limit Per Animal			4,000	Included
Fodder, Silage and Threshed Grain	ACV	1,000	25,000	Included
Fencing, Corrals and Paddocks	ACV	1,000	50,000	Included
Fire Department Charges		1,000	50,000	Included
Fuel, Fertilizers, and Chemicals	ACV	1,000	10,000	Included
Harvested Farm Produce	ACV	1,000	25,000	Included
Mobile Farm Machinery - Loss of Use		1,000	10,000	Included
Milk Spoilage and Contamination	ACV	1,000	25,000	Included
Mobile Farm Machinery - Total Limit	ACV	1,000	25,000	Included
Mobile Farm Machinery - Maximum Limit Per Item			5,000	Included
Professional Fees		1,000	25,000	Included
Semen and Semen Tanks	ACV	1,000	10,000	Included
Signs, Private Power and Light Poles	ACV	1,000	25,000	Included
Standing Grain		1,000	25,000	Included
Tack	RC	1,000	10,000	Included
Tools - Total Limit	ACV	1,000	10,000	Included
Tools - Maximum Limit Per Item			2,500	Included
Valuable Papers and Records		1,000	25,000	Included
Veterinarian Supplies	RC	1,000	10,000	Included
Windbreak Trees		1,000	50,000	Included
FarmPROTECT Enhancement Premium				150
TOTAL ITEM PREMIUM				\$150

This is Exhibit "R" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.

pu

A Commissioner for taking Affidavits for British
Columbia

Barnes, Donna

From: Jaswant Bath <jaswantbath@gmail.com>
Sent: Friday, March 17, 2023 1:29 PM
To: Welte, Erin
Cc: Jasbir K. Bath (jasbirkbath@gmail.com); Podsiadlo, Caroline; Zhao, Yang
Subject: Re: Default Letter - 1239583 B.C. Ltd.

 PRUDENCE/CAUTION - EXTERNE/EXTERNAL

Hi Erin,

We will be available on March 23rd,2023 to have the conference call we been busy on the farm to ready for this season to plant on time.

Please let us know what time is good on that day if that day do not work then next day on the 24th. we have very little mobile range but if we set up we can do from landline on the farm.

In the mean while we arragging funds to cover account and the past payments to bring current asap.

any mail please send via email to this email address we accept same as currier.

We will reply that we received via email so you have note on your file.

Thank you for understanding.

Thank you,

Jaswant and Jasbir

On Mar 16, 2023, at 10:51 AM, Welte, Erin <Erin.Welte@nbc.ca> wrote:

Jaswant,

I'm happy to set up a conference call with you for Monday the 20th.

Let me know what times work for you.

Also, please refer to the original loan agreement and associated documents to understand the reporting requirements and payments that are required. We have outlined the defaults in the default letter.

Regards,

<image001.png>

Erin Welte
Senior Manager, Special Loans
Tel.: (647) 210 - 7332
311 – 6 Avenue SW, Suite 600
Calgary, AB, T2P 3H2

erin.welte@nbc.ca

From: Jaswant Bath <jaswantbath@gmail.com>
Sent: Wednesday, March 15, 2023 11:28 PM
To: Welte, Erin <Erin.Welte@nbc.ca>
Cc: Jasbir K. Bath (jasbirkbath@gmail.com) <jasbirkbath@gmail.com>; Podsiadlo, Caroline <caroline.podsiadlo@nbc.ca>; Zhao, Yang <yangb.zhao@nbc.ca>
Subject: Re: Default Letter - 1239583 B.C. Ltd.

PRUDENCE/CAUTION - EXTERNE/EXTERNAL

Good Evening Erin,

Hope everything is going well with you. Can you please get back to us or can we setup a conference call ASAP?

Or should we be touching base with someone else at National Bank?

We sent a few emails to yourself but have had no replies.

Thank you for all your help.

Jaswant and Jasbir

On Feb 16, 2023, at 10:43 AM, Welte, Erin <Erin.Welte@nbc.ca> wrote:

Jasbir and Jaswant,

Please find enclosed a letter - Default Notice regarding 1239583 B.C. Ltd.'s payment arrears, reporting arrears as well as other financial, covenant and contractual defaults as outlined.

Please review the letter which outlines our expectations, as well as the documents referred to in the letter.

Regards,

<image001.png>

Erin Welte

Senior Manager, Special Loans

Tel.: (647) 210 - 7332

311 – 6 Avenue SW, Suite 600

Calgary, AB, T2P 3H2

erin.welte@nbc.ca

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<VANCOUVER-_51368991-v4-Letter_-_National_Bank_-_1239583_-_Default_Notice.pdf>

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This is Exhibit "S" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.

pu

A Commissioner for taking Affidavits for British
Columbia

Barnes, Donna

From: Jaswant Bath <jaswantbath@gmail.com>
Sent: Friday, March 17, 2023 2:04 PM
To: Welte, Erin
Cc: Jasbir K. Bath (jasbirkbath@gmail.com); Podsiadlo, Caroline; Zhao, Yang
Subject: Re: Default Letter - 1239583 B.C. Ltd.

 PRUDENCE/CAUTION - EXTERNE/EXTERNAL

Hi Erin,

Can you please put our loan and line of credit online access our accountant needs it asap. To bring the accounts to date please only the checking is online and credit the other 2 are nor not we need to get access asap to print and email to our accountant.

Thank you,

Jaswant and Jasbir

On Mar 16, 2023, at 10:51 AM, Welte, Erin <Erin.Welte@nbc.ca> wrote:

Jaswant,

I'm happy to set up a conference call with you for Monday the 20th.

Let me know what times work for you.

Also, please refer to the original loan agreement and associated documents to understand the reporting requirements and payments that are required. We have outlined the defaults in the default letter.

Regards,

<image001.png>

Erin Welte
 Senior Manager, Special Loans
 Tel.: (647) 210 - 7332
 311 – 6 Avenue SW, Suite 600
 Calgary, AB, T2P 3H2

erin.welte@nbc.ca

From: Jaswant Bath <jaswantbath@gmail.com>
Sent: Wednesday, March 15, 2023 11:28 PM
To: Welte, Erin <Erin.Welte@nbc.ca>
Cc: Jasbir K. Bath (jasbirkbath@gmail.com) <jasbirkbath@gmail.com>; Podsiadlo, Caroline <caroline.podsiadlo@nbc.ca>; Zhao, Yang <yangb.zhao@nbc.ca>
Subject: Re: Default Letter - 1239583 B.C. Ltd.

PRUDENCE/CAUTION - EXTERNE/EXTERNAL

Good Evening Erin,

Hope everything is going well with you. Can you please get back to us or can we setup a conference call ASAP?

Or should we be touching base with someone else at National Bank?

We sent a few emails to yourself but have had no replies.

Thank you for all your help.

Jaswant and Jasbir

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Jasbir and Jaswant,

Please find enclosed a letter - Default Notice regarding 1239583 B.C. Ltd.'s payment arrears, reporting arrears as well as other financial, covenant and contractual defaults as outlined.

Please review the letter which outlines our expectations, as well as the documents referred to in the letter.

Regards,

<image001.png>

Erin Welte
Senior Manager, Special Loans
Tel.: (647) 210 - 7332
311 – 6 Avenue SW, Suite 600
Calgary, AB, T2P 3H2

erin.welte@nbc.ca

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<VANCOUVER-51368991-v4-Letter--National_Bank--1239583--
_Default_Notice.pdf>

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This is Exhibit "T" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.

bw

A Commissioner for taking Affidavits for British
Columbia

Barnes, Donna

From: Alambre, Jennifer
Sent: Friday, March 17, 2023 11:46 AM
To: jaswantbath@gmail.com; jasbirkbath@gmail.com
Cc: Rubin, Peter; Urquhart, Danny
Subject: Notice of Default, Demand for Payment, and Demand on Guarantee
Attachments: 2023-03-17 Letter to 1239583 BC Ltd.pdf

Good afternoon,

Please see the attached letter of today's date from Mr. Peter Rubin.

Regards,

Jennifer Alambre
Legal Administrative Assistant to Peter Rubin*,
Karine Russell and Alison Burns
jennifer.alambre@blakes.com
T. [+1-604-631-5244](tel:+16046315244)
* denotes law corporation



Blake, Cassels & Graydon LLP
 Barristers & Solicitors
 Patent & Trade-mark Agents
 595 Burrard Street, P.O. Box 49314
 Suite 2600, Three Bentall Centre
 Vancouver BC V7X 1L3 Canada
 Tel: 604-631-3300 Fax: 604-631-3309

Peter Rubin*

Dir: 604-631-3315
 peter.rubin@blakes.com
 *Law Corporation

March 17, 2023

VIA EMAIL & COURIER

Reference: 30237/377

1239583 B.C. Ltd.
 390 Mt. Lehman Road
 Abbotsford, B.C. V4X 2L4

7-32330 South Fraser Way
 Abbotsford, B.C. V2T 1X1

1134759 B.C. Ltd.
 390 Mt. Lehman Road
 Abbotsford, B.C. V4X 2L4

Attention: Jaswant and Jasbir Bath

RE: Notice of Default, Demand for Payment, and Demand on Guarantee

Dear Sirs/Mesdames:

We are legal counsel to National Bank of Canada (the "**Bank**").

We write with respect to the following:

- (a) the Offer of Financing dated as of February 2, 2022, as amended, supplemented or restated from time to time (collectively, the "**Offer of Financing**") between 1239583 B.C. Ltd. ("**123 Co.**"), as borrower, and the Bank, as lender;
- (b) the Unlimited Guarantee dated as of February 22, 2022 (the "**113 Guarantee**") between 1134759 B.C. Ltd. ("**113 Co.**"), as guarantor, and the Bank as obligee;
- (c) the Unlimited Guarantee dated as of February 22, 2022 (the "**Bath Guarantee**") between Jaswant Bath, as guarantor, and the Bank as obligee;
- (d) the first-ranking Mortgage over the property at 9250 Somers Road, Port Alberni, B.C., dated as of February 22, 2022 (the "**Mortgage**") granted by 113 Co. in favour of the Bank;

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- (e) the General Security Agreement dated as of February 22, 2022 (the "**123 GSA**") between 123 Co., as debtor, and the Bank, as lender; and
- (f) the General Security Agreement dated as of February 22, 2022 (the "**113 GSA**") between 113 Co., as debtor, and the Bank, as lender.

We also refer to:

- (a) the email dated December 23, 2022, from the Bank to Jaswant and Jasbir Bath notifying 123 Co. that their accounts were being transferred to the Special Loans department of the Bank due to the occurrence of events of default under the Offer of Financing and its related documents; and
- (b) the email dated January 24, 2023, from the Bank to Jaswant and Jasbir Bath notifying 123 Co. that it was in arrears, among other events of default, and needed to come to payment terms with the Bank, particularly given that 123 Co. confirmed to the Bank that it was receiving funds that were to be directed to the amounts owed to the Bank by January 17, but were not received by the Bank;
- (c) the letter dated February 16, 2023, from the Bank to 123 Co., 113 Co., and Jaswant and Jasbir Bath: notifying them of outstanding events of defaults (the "**February Defaults**") pursuant to the Offer of Financing and related documents, terminating further advances available under the Offer of Financing, reserving all rights and remedies, and demanding defaults be remedied by March 1, 2023; and
- (d) the emails dated February 21 and 28, 2023 from Mr. Jaswant Bath to the Bank stating that 123 Co. had a significant volume of accounts receivable, attaching an incomplete copy of an insurance policy from an unidentified insurer, and which did not remedy the February Defaults.

Since February 16, 2023, further defaults have occurred. Specifically, pursuant to the terms of the Offer of Financing, 123 Co. is required to provide an aged listing of the accounts receivable and listing of accounts payable from 113 Co., or the "Amalco" after amalgamation within 25 days after each month end (the "**Reporting Obligation**"). The Reporting Obligation has not been met for the month of January 2023 (the "**Further Default**", and together with the February Defaults, the "**Defaults**")

We are writing to formally provide 123 Co. and its amalgamating corporation, 113 Co., with notice that the Further Default is a current and continuing Event of Default under the Offer of Financing that has not been remedied as of the date of this letter. The Bank reiterates that any obligation of the Bank to make further advances or other accommodation available under the Offer of Financing has been terminated.

As of March 16, 2023, the total principal amount owing by 123 Co. under the Offer of Financing is CAD \$5,334,725.01 on term loan #020656964878, CAD \$218,304.82 on term loan #020660638874, CAD \$100,000 on the operating loan, CAD \$65,224.17 in overdraft on account 00 933 20, transit 03951, and CAD \$13,890.51 on Mastercard accounts (collectively, the "**Outstanding Principal**"). The total

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indebtedness of 123 Co. outstanding under the Offer of Financing includes the Outstanding Principal, plus all accrued and accruing interest, fees, indemnities, legal fees, and other amounts payable, each of

which shall continue to accrue and be determined at the date of pay-out, by 123 Co. under the Offer of Financing and any other documents, instruments, and agreements executed pursuant thereto or in connection therewith from time to time (collectively, the “**Indebtedness**”). The Indebtedness as of March 16, 2023, is CAD \$5,821,765.84, but which continues to increase.

Pursuant to the 113 Guarantee and/or the Bath Guarantee, 113 Co. and Jaswant Bath jointly and severally guarantee payment to the Bank of all present and future debts and liabilities of 123 Co., including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities. 123 Co. has received a Notice of Default, Demand for Payment and Termination of Facilities dated February 16, 2023 confirming the obligation of 123 Co. to pay to the Bank the current Indebtedness.

We further note that failure by 113 Co. and Jaswant Bath to pay the Bank any outstanding indebtedness of 123 Co. pursuant to the 113 Guarantee and/or the Bath Guarantee is itself an Event of Default under the Offer of Financing.

We are writing to formally provide 123 Co. and 113 Co. with notice of events of default under the 123 GSA and/or 113 GSA, including as set out in this letter that have not been remedied. Pursuant to the 123 GSA and/or 113 GSA, an event of default occurs where 123 Co. does not pay sums owing to the Bank or is in default under agreements with the Bank. We are also writing to formally provide notice to 113 Co. and/or 123 Co. of events of default under the Mortgage that have not been remedied, including for the reasons referred to in this letter.

We hereby demand that 123 Co. and/or its guarantors, 113 Co. and Jaswant Bath, pay the Indebtedness to the Bank by no later than April 3, 2023. Should 123 Co. and/or its guarantors, 113 Co. and Jaswant Bath, fail to pay the Indebtedness to the Bank by this date, the Bank may take steps to enforce its legal rights under Offer of Financing and any other documents, instruments, and agreements executed pursuant thereto or in connection therewith from time to time, and otherwise at law or in equity without further notice to 123 Co.

We confirm that the Bank has not waived, and hereby expressly reserves, its rights to take all further and additional actions available to the Bank under the Offer of Financing, the 113 Guarantee, the Bath Guarantee, the 123 GSA, the 113 GSA, the Mortgage, or any other documents, instruments, and agreements executed pursuant thereto or in connection therewith, and at law, or in equity, including, among other available relief, without limitation: (a) judgment against 123 Co., 113 Co., or Jaswant Bath, jointly and severally, for the amounts owing to the Bank; (b) an order appointing a receiver over the assets, undertakings, and/or property of 123 Co., 113 Co., or Jaswant Bath; and/or (c) all other remedies afforded by law, in equity, or under the Offer of Financing, the 113 Guarantee, the Bath Guarantee, the 123 GSA, the 113 GSA, the Mortgage, or any other documents, instruments, and any agreements

51307662



Page 4

executed pursuant thereto or in connection therewith from time to time, to which the Bank is entitled with respect to the recovery of the amounts owing by 123 Co.

Yours truly,



Peter Rubin

Copy: Erin Welte, Senior Manager, Special Loans, National Bank of Canada
Caroline Podsiadlo, Senior Manager, Special Loans, National Bank of Canada

51307662

This is Exhibit "U" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.



A Commissioner for taking Affidavits for British
Columbia

Barnes, Donna

From: Welte, Erin
Sent: Thursday, March 23, 2023 7:39 AM
To: Jaswant Bath; Jasbir K. Bath (jasbirkbath@gmail.com)
Cc: Podsiadlo, Caroline; Zhao, Yang
Subject: RE: 1239583 B.C. Ltd.
Attachments: 0746_001.pdf

Jaswant and Jasbir,

Please find attached the loan histories of all of the loans including the operating line from September 1, 2022 to February 16, 2023

Regards,

**Erin Welte**

Senior Manager, Special Loans
Tel.: (647) 210 - 7332
311 – 6 Avenue SW, Suite 600
Calgary, AB, T2P 3H2

erin.welte@nbc.ca

From: Welte, Erin
Sent: Wednesday, March 22, 2023 11:29 AM
To: Jaswant Bath <jaswantbath@gmail.com>; Jasbir K. Bath (jasbirkbath@gmail.com) <jasbirkbath@gmail.com>
Cc: Podsiadlo, Caroline <caroline.podsiadlo@nbc.ca>; Zhao, Yang <yangb.zhao@nbc.ca>
Subject: 1239583 B.C. Ltd.

Jaswant and Jasbir,

Meeting request

I've sent a meeting invite for tomorrow at 10 am your time.

The details are in the body of the email, you can use the Teams application or just phone in – the instructions are in the meeting invite

Information access

We are unable to provide on line access to these loans (operating loan and the term loans) as they are in arrears. We do have the statements you requested in February. They will be sent to you tomorrow via email. They cover the period from Sept 16, 2022 to February 16, 2023. You can forward them to your accountants directly.

We can discuss any other matters on the call tomorrow.

Regards,



Erin Welte
Senior Manager, Special Loans
Tel.: (647) 210 - 7332
311 – 6 Avenue SW, Suite 600
Calgary, AB, T2P 3H2

erin.welte@nbc.ca

From: Jaswant Bath <jaswantbath@gmail.com>
Sent: Friday, March 17, 2023 3:04 PM
To: Welte, Erin <Erin.Welte@nbc.ca>
Cc: Jasbir K. Bath (jasbirkbath@gmail.com) <jasbirkbath@gmail.com>; Podsiadlo, Caroline <caroline.podsiadlo@nbc.ca>;
Zhao, Yang <yangb.zhao@nbc.ca>
Subject: Re: Default Letter - 1239583 B.C. Ltd.

PRUDENCE/CAUTION - EXTERNE/EXTERNAL

Hi Erin,

Can you please put our loan and line of credit online access our accountant needs it asap.To bring the accounts to date please only the checking is online and credit the other 2 are nor not we need to get access asap to print and email to our accountant.

Thank you,

Jaswant and Jasbir

On Mar 16, 2023, at 10:51 AM, Welte, Erin <Erin.Welte@nbc.ca> wrote:

Jaswant,

I'm happy to set up a conference call with you for Monday the 20th.

Let me know what times work for you.

Also, please refer to the original loan agreement and associated documents to understand the reporting requirements and payments that are required. We have outlined the defaults in the default letter.

Regards,

<image001.png>

Erin Welte
Senior Manager, Special Loans
Tel.: (647) 210 - 7332
311 – 6 Avenue SW, Suite 600
Calgary, AB, T2P 3H2

erin.welte@nbc.ca

From: Jaswant Bath <jaswantbath@gmail.com>
Sent: Wednesday, March 15, 2023 11:28 PM
To: Welte, Erin <Erin.Welte@nbc.ca>
Cc: Jasbir K. Bath (jasbirkbath@gmail.com) <jasbirkbath@gmail.com>; Podsiadlo, Caroline <caroline.podsiadlo@nbc.ca>; Zhao, Yang <yangb.zhao@nbc.ca>
Subject: Re: Default Letter - 1239583 B.C. Ltd.

PRUDENCE/CAUTION - EXTERNE/EXTERNAL

Good Evening Erin,

Hope everything is going well with you. Can you please get back to us or can we setup a conference call ASAP?

Or should we be touching base with someone else at National Bank?

We sent a few emails to yourself but have had no replies.

Thank you for all your help.

Jaswant and Jasbir

On Feb 16, 2023, at 10:43 AM, Welte, Erin <Erin.Welte@nbc.ca> wrote:

Jasbir and Jaswant,

Please find enclosed a letter - Default Notice regarding 1239583 B.C. Ltd.'s payment arrears, reporting arrears as well as other financial, covenant and contractual defaults as outlined.

Please review the letter which outlines our expectations, as well as the documents referred to in the letter.

Regards,

<image001.png>

Erin Welte
Senior Manager, Special Loans
Tel.: (647) 210 - 7332
311 – 6 Avenue SW, Suite 600
Calgary, AB, T2P 3H2

erin.welte@nbc.ca

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<VANCOUVER_51368991-v4-Letter_-_National_Bank_-_1239583_-_Default_Notice.pdf>

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NATIONAL BANK OF CANADA
 5811 NO. 3 RD
 RICHMOND BC V6X 4L7
 BRANCH NUMBER: 03951

41891

LOAN STATEMENT

CLIENT No	PAGE
00000001053561	1
PERIOD ENDING	
2023/02/16	

1239583 BC LTD
 32330 SOUTH FRASER WAY APT 7
 ABBOTSFORD BC V2T 1X1

03951

PRODUCT: OPERATING LOAN
 ACCOUNT No.: 060025904670

RATE : P + 1.7500

PRINCIPAL DISPOSAL ACCOUNT: 00-933-20 03951
 INTER : 00-933-20 03951

DESCRIPTION	DEBIT	CREDIT	DATE	BALANCE	ACCRUED INTEREST
BALANCE 2022/09/01				100,000.00	106.03
PAYMENT		2,000.00	2022/09/19	98,000.00	446.71
INTEREST		582.03	2022/09/26	98,000.00	0.00
DISBURSEMENT	2,000.00		2022/09/26	100,000.00	0.00
PAYMENT		4,000.00	2022/10/04	96,000.00	157.81
DISBURSEMENT	4,000.00		2022/10/11	100,000.00	290.37
INTEREST		586.26	2022/10/26	100,000.00	0.00
PAYMENT		1,000.00	2022/11/18	99,000.00	483.84
INTEREST		650.92	2022/11/28	99,000.00	41.76
DISBURSEMENT	1,000.00		2022/11/28	100,000.00	41.76
INTEREST		657.11	2022/12/28	100,000.00	44.93
INTER ADJUSTMENT	657.11		2022/12/29	100,000.00	724.50
INTEREST		1,353.54	2023/01/26	100,000.00	0.00
INTER ADJUSTMENT	1,353.54		2023/01/27	100,000.00	23.15
BALANCE 2023/02/16				100,000.00	1,839.70

INTEREST PAID YEAR 2022 : 2,250.39

PRIME RATE

04.7000 % IN EFFECT FROM 2022/07/14 TO 2022/09/07
 05.4500 % IN EFFECT FROM 2022/09/08 TO 2022/10/26
 05.9500 % IN EFFECT FROM 2022/10/27 TO 2022/12/07
 06.4500 % IN EFFECT FROM 2022/12/08 TO 2023/01/25
 06.7000 % IN EFFECT FROM 2023/01/26 TO 2023/02/16

NATIONAL BANK OF CANADA
 5811 NO. 3 RD
 RICHMOND BC V6X 4L7
 BRANCH NUMBER: 03951

41891

LOAN STATEMENT

CLIENT No: 00000001053561 PAGE 1
 PERIOD ENDING 2023/02/16

1239583 BC LTD 03951
 32330 SOUTH FRASER WAY APT 7
 ABBOTSFORD BC V2T 1X1

PRODUCT: TERM LOAN
 ACCOUNT No.: 020656964878

PRINCIPAL DISPOSAL ACCOUNT: 00-933-20 03951

RATE: 4.2500

DESCRIPTION	TRANSACTION AMOUNT	ALLOCATION	DATE	BALANCE	ACCRUED INTEREST
BALANCE 2022/09/01				5,372,566.40	19,392.76
PAYMENT	31,753.09		2022/09/01	5,360,206.07	0.00
PRINC.		12,360.33			
INTER.		19,392.76			
PAYMENT	31,753.09		2022/10/03	5,347,176.99	0.00
PRINC.		13,029.08			
INTER.		18,724.01			
PAYMENT	31,753.09		2022/11/01	5,334,725.01	0.00
PRINC.		12,451.98			
INTER.		19,301.11			
PAYMENT	31,753.09		2022/12/01	5,321,606.92	0.00
PRINC.		13,118.09			
INTER.		18,635.00			
PAYMENT	31,753.09		2023/01/03	5,309,062.64	0.00
PRINC.		12,544.28			
INTER.		19,208.81			
REV. PAYMENT	31,753.09		2023/01/04	5,321,606.92	21,064.81
PRINC.		12,544.28			
INTER.		19,208.81			
PRINC. ADJUSTMENT	13,118.09		2023/01/06	5,334,725.01	40,939.08
INTER ADJUSTMENT	18,635.00		2023/01/06		40,939.08
		18,635.00			
BALANCE 2023/02/16				5,334,725.01	66,406.91

INTEREST PAID YEAR 2022 : 167,384.73

57-01 (20-08-2007) Please check this statement and notify us in writing of any errors within 30 days of the statement date. For more information, call us at 1(888)4TELNET (toll-free) or 1(514)394-5555.

NATIONAL BANK OF CANADA
 5811 NO. 3 RD
 RICHMOND BC V6X 4L7
 BRANCH NUMBER: 03951

41891

LOAN STATEMENT

CLIENT No	PAGE
00000001053561	1
PERIOD ENDING	
2023/02/16	

1239583 BC LTD 03951
 32330 SOUTH FRASER WAY APT 7
 ABBOTSFORD BC V2T 1X1

PRODUCT: TERM LOAN
 ACCOUNT No.: 020656964878

PRINCIPAL DISPOSAL ACCOUNT: 00-933-20 03951

RATE: 4.2500

DESCRIPTION	TRANSACTION AMOUNT	ALLOCATION	DATE	BALANCE	ACCRUED INTEREST
BALANCE 2022/09/01				5,372,566.40	19,392.76
PAYMENT	31,753.09		2022/09/01	5,360,206.07	0.00
PRINC.		12,360.33			
INTER.		19,392.76			
PAYMENT	31,753.09		2022/10/03	5,347,176.99	0.00
PRINC.		13,029.08			
INTER.		18,724.01			
PAYMENT	31,753.09		2022/11/01	5,334,725.01	0.00
PRINC.		12,451.98			
INTER.		19,301.11			
PAYMENT	31,753.09		2022/12/01	5,321,606.92	0.00
PRINC.		13,118.09			
INTER.		18,635.00			
PAYMENT	31,753.09		2023/01/03	5,309,062.64	0.00
PRINC.		12,544.28			
INTER.		19,208.81			
REV. PAYMENT	31,753.09		2023/01/04	5,321,606.92	21,064.81
PRINC.		12,544.28			
INTER.		19,208.81			
PRINC. ADJUSTMENT	13,118.09		2023/01/06	5,334,725.01	40,939.08
INTER ADJUSTMENT	18,635.00		2023/01/06		40,939.08
INTER.		18,635.00			
BALANCE 2023/02/16				5,334,725.01	66,406.91

INTEREST PAID YEAR 2022 : 167,384.73

NATIONAL BANK OF CANADA
 5811 NO. 3 RD
 RICHMOND BC V6X 4L7
 BRANCH NUMBER: 03951

41891

LOAN STATEMENT

CLIENT No. PAGE
 00000001053561 1
 PERIOD ENDING
 2023/02/16

1239583 BC LTD
 32330 SOUTH FRASER WAY APT 7
 ABBOTSFORD BC V2T 1X1

03951

PRODUCT: TERM LOAN
 ACCOUNT No.: 020660638874

PRINCIPAL DISPOSAL ACCOUNT: 00-933-20 03951

RATE: 6.1000

DESCRIPTION	TRANSACTION AMOUNT	ALLOCATION	DATE	BALANCE	ACCRUED INTEREST
BALANCE 2022/09/01				225,123.21	1,166.32
PAYMENT	3,414.97		2022/09/01	222,874.56	0.00
PRINC.		2,248.65			
INTER.		1,166.32			
PAYMENT	3,414.97		2022/10/03	220,577.02	0.00
PRINC.		2,297.54			
INTER.		1,117.43			
PAYMENT	3,414.97		2022/11/01	218,304.82	0.00
PRINC.		2,272.20			
INTER.		1,142.77			
PAYMENT	3,414.97		2022/12/01	215,984.36	0.00
PRINC.		2,320.46			
INTER.		1,094.51			
PAYMENT	3,414.97		2023/01/03	213,688.37	0.00
PRINC.		2,295.99			
INTER.		1,118.98			
REV. PAYMENT	3,414.97		2023/01/04	215,984.36	1,226.50
PRINC.		2,295.99			
INTER.		1,118.98			
PRINC. ADJUSTMENT	2,320.46		2023/01/06	218,304.82	2,393.20
INTER ADJUSTMENT	1,094.51		2023/01/06		2,393.20
INTER.		1,094.51			
BALANCE 2023/02/16				218,304.82	3,889.04

INTEREST PAID YEAR 2022 : 6,889.15

This is Exhibit "V" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.



A Commissioner for taking Affidavits for British
Columbia

Barnes, Donna

From: Jaswant Bath <jaswantbath@gmail.com>
Sent: Monday, March 27, 2023 10:28 AM
To: Welte, Erin
Cc: Jasbir Bath; Zhao, Yang
Subject: Re: 1239583/NBC

PRUDENCE/CAUTION - EXTERNE/EXTERNAL

Hi Good Morning 2:00 pm BC time will work out good today.

On Mon, Mar 27, 2023 at 9:53 AM Welte, Erin <Erin.Welte@nbc.ca> wrote:

Hi,

Sent you a meeting invite for 1 pm BC time, but we can do later if you prefer, just let me know



Erin Welte
Senior Manager, Special Loans

Tel.: (647) 210 - 7332

311 – 6 Avenue SW, Suite 600

Calgary, AB, T2P 3H2

erin.welte@nbc.ca

From: Jaswant Bath <jaswantbath@gmail.com>
Sent: Sunday, March 26, 2023 6:36 PM
To: Welte, Erin <Erin.Welte@nbc.ca>
Cc: Jasbir Bath <jasbirkbath@gmail.com>; Zhao, Yang <yangb.zhao@nbc.ca>
Subject: Re: 1239583/NBC

PRUDENCE/CAUTION - EXTERNE/EXTERNAL

Hi Erin,

Can we please have the conference call Monday anytime afternoon BC time.

Please let us know. When is it possible.

Regards,

Jaswant and Jasbir Bath

On Mar 24, 2023, at 10:07 AM, Welte, Erin <Erin.Welte@nbc.ca> wrote:

Jasbir,

Understood, let us know when or if you wish to speak next week.

<image001.png>

Erin Welte
Senior Manager, Special Loans

Tel.: (647) 210 - 7332

311 – 6 Avenue SW, Suite 600

Calgary, AB, T2P 3H2

erin.welte@nbc.ca

From: Jasbir Bath <jasbirkbath@gmail.com>
Sent: Friday, March 24, 2023 11:06 AM
To: Welte, Erin <Erin.Welte@nbc.ca>
Cc: Jaswant Bath (jaswantbath@gmail.com) <jaswantbath@gmail.com>; Zhao, Yang <yangb.zhao@nbc.ca>
Subject: Re: 1239583/NBC

PRUDENCE/CAUTION - EXTERNE/EXTERNAL

Hello Erin,

sorry I am very sick to do a conference call today. I will email on the weekend how I feel.

On Mar 23, 2023, at 9:52 AM, Welte, Erin <Erin.Welte@nbc.ca> wrote:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 216 420 020 750

Passcode: HxLAoz

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 438-320-1614,,488860953#](#) Canada, Montreal

Phone Conference ID: 488 860 953#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Help](#) | [Meeting options](#)

<mime-attachment.ics>

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This is Exhibit "W" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.



A Commissioner for taking Affidavits for British
Columbia

Barnes, Donna

From: Alambre, Jennifer
Sent: Wednesday, April 5, 2023 3:24 PM
To: jaswantbath@gmail.com; jasbirkbath@gmail.com
Cc: Rubin, Peter; Urquhart, Danny
Subject: Section 244 Notice
Attachments: 2023-04-05 Letter to 1239583 B.C. Ltd..PDF

Good afternoon,

Please see the attached letter of today's date from Mr. Peter Rubin.

Regards,

Jennifer Alambre
Legal Administrative Assistant to Peter Rubin*,
Karine Russell and Alison Burns
jennifer.alambre@blakes.com
T. [+1-604-631-5244](tel:+16046315244)
* denotes law corporation



Blake, Cassels & Graydon LLP
 Barristers & Solicitors
 Patent & Trade-mark Agents
 595 Burrard Street, P.O. Box 49314
 Suite 2600, Three Bentall Centre
 Vancouver BC V7X 1L3 Canada
 Tel: 604-631-3300 Fax: 604-631-3309

April 5, 2023

Peter Rubin*
 Dir: 604-631-3315
 peter.rubin@blakes.com
 *Law Corporation

VIA EMAIL & COURIER

Reference: 30237/377

1239583 B.C. Ltd.
 390 Mt. Lehman Road
 Abbotsford, B.C. V4X 2L4

7-32330 South Fraser Way
 Abbotsford, B.C. V2T 1X1

1134759 B.C. Ltd.
 390 Mt. Lehman Road
 Abbotsford, B.C. V4X 2L4

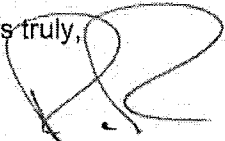
Attention: Jaswant and Jasbir Bath

RE: Section 244 Notice

Dear Sirs/Mesdames:

Please see the enclosed notice pursuant to section 244 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 and pursuant to section 21 of the *Farm Debt Mediation Act* (SC 1997, c. 21).

Yours truly,



Peter Rubin

51307662

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

To: 1239583 B.C. Ltd. ("**123 Co.**"), an insolvent person (the "**Debtor**")

And to: 1134759 B.C. Ltd., insolvent person (the "**Guarantor**")

TAKE NOTICE THAT:

1. National Bank of Canada (the "**Creditor**" or the "**Bank**") a secured creditor, intends to enforce its security on the property of the Debtor and the Guarantor including all or substantially all of the property of the Debtor and Guarantor over which the Debtor and Guarantor have granted security, as more particularly set out below but not limited to:
 - (a) the property described as Parcel Identifier 008-620-741, District Lot 72 Alberni District at 9250 Somers Road, Port Alberni, B.C., (the "**Property**"); and
 - (b) all present and after-acquired personal property and undertakings of the Debtor and Guarantor.
2. The security (the "**Security**") that is to be enforced is set out in **Schedule "A"** hereto.
3. Total amount of indebtedness secured by the Security, as of April 5, 2023 is \$5,842,845.16 with interest, fees, indemnities and other amounts accruing thereafter as provided for in the Offer of Financing and related documents, instruments and agreements.
4. The Bank will not have the right to enforce the Security until after the expiry of the 10 day period following the sending of this notice unless the Debtor and the Guarantor (as the case may be) consent to an earlier enforcement or the Court so orders.

Dated at Vancouver, British Columbia, this 5th day of April, 2023.

NATIONAL BANK OF CANADA

By its lawyers and agents, Blake, Cassels & Graydon LLP

By: 

Name: Danny Urquhart

Title: Associate

CONSENT TO IMMEDIATE ENFORCEMENT

1239583 B.C. Ltd. and 1134759 B.C. Ltd. consent to the immediate enforcement by the Creditor of the Security described in paragraph 2 above pursuant to Section 244(2) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended.

DATED at _____, this ____ of _____, 2023.

CORPORATE DEBTOR AND GUARANTOR

1239583 B.C. Ltd

1134759 B.C. Ltd

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE "A"

The Security that is to be enforced is the security granted by the Debtor and the Guarantor to the Creditor pursuant to the Offer of Financing, including (but not limited to):

1. The Mortgage on the Property dated for reference February 22, 2022 and registered in the Victoria Land Title Office;
2. The General Security Agreement dated as of February 22, 2022 between the Debtor and the Bank;
3. the General Security Agreement dated as of February 22, 2022 between 1134759 B.C. Ltd. and the Bank as it secures debts under the Unlimited Guarantee dated as of February 22, 2022 between 1134759 B.C. Ltd. and the Bank; and
4. Such further and other security as is provided for by the above listed agreements.



Agriculture and
Agri-Food Canada
Farm Debt
Mediation Service

Agriculture et
Agroalimentaire Canada
Service de médiation en
matière d'endettement agricole

NOTICE OF INTENT BY SECURED CREDITOR

As required under Section 21 of the *Farm Debt Mediation Act*, you are hereby notified that it is the intent of:

Name of creditor
National Bank of Canada

To enforce a remedy against the property of; or commence a proceeding, action, execution or other proceeding, judicial or extra-judicial, for the recovery of a debt, the realization of the security or the taking of the property of:

Full name of farmer or business name
1239583 B.C. Ltd. and 1134759 B.C. Ltd.

Farm Address

Unit/Suite/Apt.	Street Number	Number Suffix	Street Name	Street Type
	390		Mt. Lehman	Road
Street direction	PO Box or Route Number	Municipality (City, Town, etc.)	Province	Postal code
		Abbotsford	British Columbia	V4X 2L4
The security being (type(s) of security)			on (asset(s))	
mortgage dated February 22, 2022			property at 9250 Somers Road, Port Alberni, B.C	
1239583 B.C. Ltd. general security agreement			all personal property and undertakings	
1134759 B.C. Ltd. general security agreement			all personal property and undertakings	

Dated this 5 day of April, 2023 at Vancouver

Danny Urquhart

Name of secured creditor or authorized representative (print)

604-631-3326

Signature of secured creditor or authorized representative

Creditor's phone number and ext.

danny.urquhart@blakes.com

Email address of secured creditor or authorized representative

Creditor's fax number

You are hereby notified of your right to make application under Section 5 of the *Farm Debt Mediation Act* for a review of your financial affairs, mediation with your creditors, and to obtain a stay of proceedings against this action. Provided you are:

- a) currently engaged in farming for commercial purposes; and
- b) insolvent, meaning that you are:
 - unable to meet your obligations as they generally become due; or
 - have ceased paying your current obligations in the ordinary course of business as they generally become due; or
 - the aggregate of your property is not, at fair valuation, sufficient, or if disposed of at a fairly conducted sale under legal process would not be sufficient, to enable payment of all your obligations, due and accruing due.

A secured creditor must wait 15 business days after this notice has been deemed served before beginning action to realize on their security. You may apply for mediation and a stay of proceedings at any time, before, during, or after the 15 business day period, by making an application to the Farm Debt Mediation Service.

The Farm Debt Mediation Service provides qualified farm financial counsellors to conduct a financial review and to prepare a recovery plan for your mediation meeting. Qualified mediators are provided to help you and your creditors reach a mutually satisfactory arrangement. Application forms and more information about the service can be obtained from:

Farm Debt Mediation Service	
https://agriculture.canada.ca/en/agricultural-programs-and-services/farm-debt-mediation-service	
Eastern Canada Office	Western Canada Office
Tel: 1-866-452-5556	Tel: 1-866-452-5556
Email: aafc.fdmseast-smmeaest.aac@agr.gc.ca	Email: aafc.fdmwest-smmeaouest.aac@agr.gc.ca
Fax: 1-506-452-4975	Fax: 1-306-780-7353

The information you provide on this document is collected by Agriculture and Agri-Food Canada under the authority of the *Farm Debt Mediation Act* for the purpose of facilitating financial arrangements between farmers and their creditors. Personal information will be protected under the provisions of the *Privacy Act* and will be stored in Personal Information Bank AAFC-PPU-227. Information may be accessible or protected as required under the provisions of the *Access to Information Act*.

This is Exhibit "X" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.

DV

A Commissioner for taking Affidavits for British
Columbia

Rajdeep S. Deol
E-MAIL: rsdeol@deollawyers.ca
File No.: 13005-012

April 6, 2023

Blake, Cassels & Graydon LLP
Barristers and Solicitors
595 Burrard Street, PO Box 49314
Vancouver, BC V7X 1L3

VIA EMAIL

Attention: Peter Rubin

Dear Sir:

Re: 1239583 B.C Ltd. and National Bank of Canada et al

We write to advise that we have been retained by 1239583 B.C. Ltd. and are in the process of being retained by 1134759 BC Ltd.

We are in receipt of your letter dated March 17, 2023 addressed to 1239583 B.C. Ltd. and 1134759 BC Ltd. and will revert to you next week with a response thereto.

Yours truly,

DEOL LAWYERS

(Rajdeep Deol)
Per: ✓ RAJDEEP S. DEOL
Personal Law Corporation
RSD/nd

cc. clients – via email

This is Exhibit "Y" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.



A Commissioner for taking Affidavits for British
Columbia

TITLE SEARCH PRINT

File Reference: 30237/377

150
2023-07-18, 09:21:40
Requestor: Suzanne Wu

****CURRENT AND CANCELLED INFORMATION SHOWN****

Land Title District
Land Title Office

VICTORIA
VICTORIA

Title Number
From Title Number

CA9999531
CA8463340

Application Received

2022-06-13

Application Entered

2022-06-22

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

1239583 B.C. LTD., INC.NO. BC1239583
TOWN CENTER TOWER, 7-32330 SOUTH FRASER WAY
ABBOTSFORD, BC
V2T 1X1

Taxation Authority

Port Alberni Assessment Area

Description of Land

Parcel Identifier:

008-620-741

Legal Description:

DISTRICT LOT 72, ALBERNI DISTRICT

Legal Notations

THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND
COMMISSION ACT; SEE AGRICULTURAL LAND RESERVE PLAN NO. 1, DEPOSITED
APRIL 26TH, 1974

Charges, Liens and Interests

Nature:

EXCEPTIONS AND RESERVATIONS

Registration Number:

M76300

Registered Owner:

ESQUIMALT AND NANAIMO RAILWAY COMPANY

Remarks:

INTER ALIA

A.F.B. 9.693.7434A

131480G;

SECTION 172(3)

FOR ACTUAL DATE AND TIME OF
REGISTRATION SEE ORIGINAL GRANT
FROM E & N RAILWAY COMPANY

TITLE SEARCH PRINT

File Reference: 30237/377

151
2023-07-18, 09:21:40
Requestor: Suzanne Wu

Nature:	MORTGAGE
Registration Number:	CA8465013
Registration Date and Time:	2020-09-30 11:47
Registered Owner:	THE TORONTO-DOMINION BANK
Cancelled By:	CB58492
Cancelled Date:	2022-07-05

Nature:	MORTGAGE
Registration Number:	CA9759425
Registration Date and Time:	2022-03-03 09:04
Registered Owner:	NATIONAL BANK OF CANADA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA9759426
Registration Date and Time:	2022-03-03 09:04
Registered Owner:	NATIONAL BANK OF CANADA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

Corrections

ET62424A CHARGE OWNER NAME CORRECTED M76300 2002-06-05 09:30:00

PARCEL IDENTIFIER (PID): 008-620-741

SHORT LEGAL DESCRIPTION:U/ALBERNI/////72

MARG:*

TAXATION AUTHORITY:

1 Port Alberni Assessment Area

FULL LEGAL DESCRIPTION: CURRENT

DISTRICT LOT 72, ALBERNI DISTRICT

MISCELLANEOUS NOTES:

KP 551

1331 RW

VIP61876

ASSOCIATED PLAN NUMBERS:

RIGHT OF WAY PLAN VIP1331RW

PLAN VIP61876

AFB/IFB: MN: Y PE: 0 SL: 1 TI: 1

This is Exhibit "Z" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.



A Commissioner for taking Affidavits for British
Columbia



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "1239583 B.C. LTD."

Search Date and Time: July 18, 2023 at 8:53:12 am Pacific time
Account Name: Not available.

TABLE OF CONTENTS

5 Matches in 4 Registrations in Report

Exact Matches: 3 (*)

Total Search Report Pages: 10

	Base Registration	Base Registration Date	Debtor Name	Page
1	690061M	January 5, 2021	1039583 BC LTD	2
2	842610M	March 19, 2021	1279583 B.C. LTD.	4
3	572887N	March 3, 2022	* 1239583 B C LTD * 1239583 B.C. LTD.	6
4	884303N	July 27, 2022	* 1239583 BC LTD.	9

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 690061M

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: January 5, 2021 at 11:56:05 am Pacific time
Current Expiry Date and Time: January 5, 2026 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of July 18, 2023 at 8:53:12 am Pacific time)

Secured Party Information

BANK OF MONTREAL

Address

4789 KINGSWAY, STE 100
BURNABY BC
V5H 0A3 Canada

Debtor Information

1039583 BC LTD

Address

1111 WEST HASTING ST, STE 200
VANCOUVER BC
V6E 2J3 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND.

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

LAWSON LUNDELL LLP

Address

1600 925 WEST GEORGIA STREET
VANCOUVER BC
V6C 3L2 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 842610M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 19, 2021 at 12:16:33 pm Pacific time
Current Expiry Date and Time:	March 19, 2046 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 18, 2023 at 8:53:12 am Pacific time)

Secured Party Information**KOOTENAY SAVINGS CREDIT
UNION****Address**1199 CEDAR AVENUE
TRAIL BC
V1R 4B8 Canada**Debtor Information****1279583 B.C. LTD.****Address**58020 RANGE RD 93, BOX 172
MAYERTHORPE AB
T0E 1N0 Canada**Vehicle Collateral**

None



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: ALL ACCOUNTS; EQUIPMENT; INVENTORY; TANGIBLES; INTANGIBLES; AND THE PROCEEDS THEREOF AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA, ANY REGULATIONS THEREUNDER, AND ANY AMENDMENTS THERETO. X

Original Registering Party

MCEWAN LAW

Address

1432 BAY AVENUE
TRAIL BC
V1R 4B1 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 572887N

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: March 3, 2022 at 8:37:52 am Pacific time
Current Expiry Date and Time: March 3, 2028 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of July 18, 2023 at 8:53:12 am Pacific time)

Secured Party Information

NATIONAL BANK OF CANADA

Address

475 HOWE STREET, 29TH FLOOR
VANCOUVER BC
V6C 2B3 Canada

Debtor Information

1239583 B C LTD

Address

390 MT. LEHMAN ROAD
ABBOTSFORD BC
V4X 2L4 Canada

1134759 B C LTD

Address

390 MT. LEHMAN ROAD
ABBOTSFORD BC
V4X 2L4 Canada

1239583 B.C. LTD.

Address

390 MT LEHMAN RD
ABBOTSFORD BC
V4X 2L4 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Vehicle Collateral

None

General Collateral

May 25, 2022 at 9:43:16 am Pacific time

ADDED

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION FIXTURES AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR THE REGULATIONS MADE THEREUNDER HAVE THOSE DEFINED MEANINGS).

Base Registration General Collateral:

WITH RESPECT TO EACH DEBTOR:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION FIXTURES AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR THE REGULATIONS MADE THEREUNDER HAVE THOSE DEFINED MEANINGS).

Original Registering Party

FASKEN MARTINEAU DUMOULIN
LLP

Address

SUITE 2900 - 550 BURRARD STREET
VANCOUVER BC
V6C 0A3 Canada

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time: May 25, 2022 at 9:43:16 am Pacific time
Registration Number: 752052N
Description: THE DEBTOR KNOWN AS 1239583 B.C. LTD. AMALGAMATED WITH 1134759 B.C. LTD. ON OR ABOUT MAY 20, 2022, AND THE NAME OF THE AMALGAMATED ENTITY IS 1239583 B.C. LTD. (AMALGAMATION NO. BC1363962).

General Collateral

May 25, 2022 at 9:43:16 am Pacific time

ADDED

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION FIXTURES AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR THE REGULATIONS MADE THEREUNDER HAVE THOSE DEFINED MEANINGS).

Debtor Information

1239583 B.C. LTD.

ADDED

Address

390 MT LEHMAN RD
ABBOTSFORD BC
V4X 2L4 Canada

Registering Party Information

FASKEN MARTINEAU DUMOULIN
LLP

Address

SUITE 2900 - 550 BARRARD STREET
VANCOUVER BC
V6C 0A3 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 884303N

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: July 27, 2022 at 6:43:33 am Pacific time
Current Expiry Date and Time: July 27, 2027 at 11:59:59 pm Pacific time
 Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of July 18, 2023 at 8:53:12 am Pacific time)

Secured Party Information

KUBOTA CANADA LTD

Address

1155 KUBOTA DRIVE
PICKERING ON
L1X 0H4 Canada

Debtor Information

1239583 BC LTD.

Address

32916 12TH AVENUE
MISSION BC
V2V 2M8 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2022	MONOSEM / NG+ PLANTER	22A145943



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

2022 MONOSEM NG+ PLANTER 22A145943

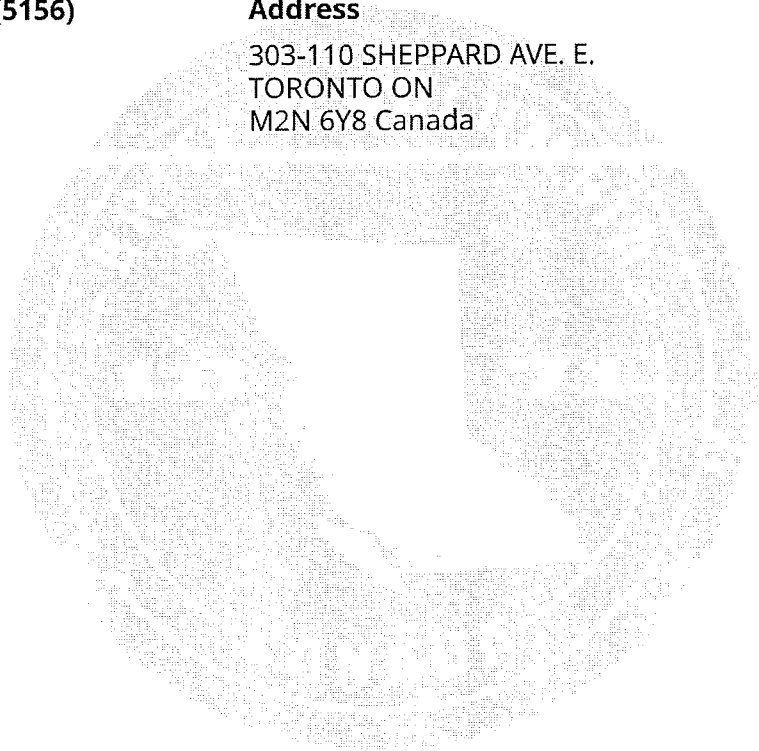
PRINCIPAL AMOUNT \$53,082.00

Original Registering Party

PPSA CANADA INC - (5156)

Address

303-110 SHEPPARD AVE. E.
TORONTO ON
M2N 6Y8 Canada





PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "1134759 B.C. LTD."

Search Date and Time: July 18, 2023 at 8:56:12 am Pacific time
Account Name: Not available.

TABLE OF CONTENTS

7 Matches in 7 Registrations in Report

Exact Matches: 5 (*)

Total Search Report Pages: 17

	Base Registration	Base Registration Date	Debtor Name	Page
1	339498M	July 15, 2020	1134754 B.C. LTD.	2
2	311291N	October 18, 2021	1134750 BC LTD	4
3	572887N	March 3, 2022	* 1134759 B C LTD	6
4	801733N	June 16, 2022	* 1134759 B.C. LTD.	9
5	813044N	June 22, 2022	* 1134759 B.C. LTD.	11
6	813052N	June 22, 2022	* 1134759 B.C. LTD.	14
7	813060N	June 22, 2022	* 1134759 B.C. LTD.	16

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 339498M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 15, 2020 at 9:07:38 am Pacific time
Current Expiry Date and Time:	July 15, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 18, 2023 at 8:56:12 am Pacific time)

Secured Party Information**VANCOUVER CITY SAVINGS CREDIT
UNION****Address**6TH FLOOR, 183 TERMINAL AVENUE
VANCOUVER BC
V6A 4G2 Canada**Debtor Information****1134754 B.C. LTD.****Address**23867 FRASER HIGHWAY
LANGLEY BC
V2Z 2K5 Canada**Vehicle Collateral**

None

General Collateral**Base Registration General Collateral:**

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

WATERSTONE LAW GROUP LLP

Address

#201 - 45793 LUCKAKUCK WAY
CHILLIWACK BC
V2R 5S3 Canada





PERSONAL PROPERTY REGISTRY SEARCH RESULT
BC Registries and Online Services

Base Registration Number: 311291N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	October 18, 2021 at 2:34:35 pm Pacific time
Current Expiry Date and Time:	October 18, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION
(as of July 18, 2023 at 8:56:12 am Pacific time)

Secured Party Information

ICICI BANK CANADA

Address

SUITE 1200, 150 FERRAND DRIVE
TORONTO ON
M35 3E5 Canada

Debtor Information

BATH INVESTMENTS LTD

Address

23867 FRASER HIGHWAY
LANGLEY BC
V2Z 2K5 Canada

1134750 BC LTD

Address

23867 FRASER HIGHWAY
LANGLEY BC
V2Z 2K5 Canada

Vehicle Collateral

None

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, MONEY, CROPS, LICENCES AND ACCOUNTS, LOCATED ON, SITUATE ON, ARISING FROM, RELATING TO OR USED IN CONNECTION WITH THE REAL PROPERTY LOCATED AT (I) 720 KINGSWAY AVENUE, PORT COQUITLAM, BC AND LEGALLY DESCRIBED AS PID: 011-134-259, PARCEL \ONE\ (REFERENCE PLAN 10936) LOT \C\ SECTIONS 16 AND 17 BLOCK NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT PLAN 5405 AND (II) 750 KINGSWAY AVENUE, PORT COQUITLAM, BC AND LEGALLY DESCRIBED AS PID: 001-134-283, LOT \C\ EXCEPT: FIRSTLY: PARCEL \ONE\ (REFERENCE PLAN 10936) SECONDLY: PART SUBDIVIDED BY PLAN 12877; SECTIONS 16 AND 17 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT PLAN 5405, AND ANY CONSOLIDATION OR SUBDIVISION OF SUCH LANDS; UNCRYSTALLIZED FLOATING CHARGE ON LAND; ,AND ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, SECURITIES, INVESTMENT PROPERTY, SUBSTITUTIONS, CROPS, LICENCES, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

Original Registering Party

BORDEN LADNER GERVAIS LLP

Address

1200-200 BURRARD STREET
VANCOUVER BC
V7X 1T2 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 572887N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 3, 2022 at 8:37:52 am Pacific time
Current Expiry Date and Time:	March 3, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 18, 2023 at 8:56:12 am Pacific time)

Secured Party Information

NATIONAL BANK OF CANADA**Address**475 HOWE STREET, 29TH FLOOR
VANCOUVER BC
V6C 2B3 Canada

Debtor Information

1239583 B C LTD**Address**390 MT. LEHMAN ROAD
ABBOTSFORD BC
V4X 2L4 Canada**1134759 B C LTD****Address**390 MT. LEHMAN ROAD
ABBOTSFORD BC
V4X 2L4 Canada**1239583 B.C. LTD.****Address**390 MT LEHMAN RD
ABBOTSFORD BC
V4X 2L4 Canada

Vehicle Collateral

None

General Collateral

May 25, 2022 at 9:43:16 am Pacific time

ADDED

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION FIXTURES AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR THE REGULATIONS MADE THEREUNDER HAVE THOSE DEFINED MEANINGS).

Base Registration General Collateral:

WITH RESPECT TO EACH DEBTOR:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION FIXTURES AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR THE REGULATIONS MADE THEREUNDER HAVE THOSE DEFINED MEANINGS).

Original Registering Party

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

SUITE 2900 - 550 BURRARD STREET
VANCOUVER BC
V6C 0A3 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY(Showing most recent first)

AMENDMENT

Registration Date and Time: May 25, 2022 at 9:43:16 am Pacific time
Registration Number: 752052N
Description: THE DEBTOR KNOWN AS 1239583 B.C. LTD. AMALGAMATED WITH 1134759 B.C. LTD. ON OR ABOUT MAY 20, 2022, AND THE NAME OF THE AMALGAMATED ENTITY IS 1239583 B.C. LTD. (AMALGAMATION NO. BC1363962).

General Collateral

May 25, 2022 at 9:43:16 am Pacific time

ADDED

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION FIXTURES AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR THE REGULATIONS MADE THEREUNDER HAVE THOSE DEFINED MEANINGS).

Debtor Information**1239583 B.C. LTD.**

ADDED

Address390 MT LEHMAN RD
ABBOTSFORD BC
V4X 2L4 Canada**Registering Party Information****FASKEN MARTINEAU DUMOULIN
LLP****Address**SUITE 2900 - 550 BURRARD STREET
VANCOUVER BC
V6C 0A3 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT
BC Registries and Online Services

Base Registration Number: 801733N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	June 16, 2022 at 9:04:45 am Pacific time
Current Expiry Date and Time:	June 16, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION
(as of July 18, 2023 at 8:56:12 am Pacific time)

Secured Party Information

KUBOTA CANADA LTD

Address

1155 KUBOTA DRIVE
PICKERING ON
L1X 0H4 Canada

Debtor Information

1134759 B.C. LTD.

Address

300-880 120TH STREET
SURREY BC
V3V 0C9 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2017	KUBOTA / #M7-151P-KVT	10596
Motor Vehicle (MV)	2020	MASCHIO / DM3500PR	194645
Motor Vehicle (MV)	2021	MASCHIO GASPARDO / H165	203158
Motor Vehicle (MV)	2017	MASSEY FERGUSON / 4 BOTTOM	1475004507
Motor Vehicle (MV)	2022	FARM KING / EZP2400	240050000043
Motor Vehicle (MV)	2022	ME TRANSPLANTER / 94	207342

General Collateral**Base Registration General Collateral:**

2017 KUBOTA #M7-151P-KVT 10596

2020 MASCHIO GASPARDO DM3500PR 194645

2021 MASCHIO GASPARDO H165 203158

2017 MASSEY FERGUSON 4 BOTTOM 1475004507

2022 FARM KING EZP2400 240050000043

2022 ME TRANSPLANTER 94 207342

PRINCIPAL AMOUNT \$204,462.00

Original Registering Party**PPSA CANADA INC - (5156)****Address**303-110 SHEPPARD AVE. E.
TORONTO ON
M2N 6Y8 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 813044N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	June 22, 2022 at 6:54:08 am Pacific time
Current Expiry Date and Time:	June 22, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 18, 2023 at 8:56:12 am Pacific time)

Secured Party Information

KUBOTA CANADA LTD

Address

1155 KUBOTA DR1155 KUBOTA DRIVE
PICKERING ON
L1X 0H4 Canada

Debtor Information

1134759 B.C. LTD.

Address

300-880 120TH STREET
SURREY BC
V3V 0C9 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2021	KUBOTA / #L4060GSTRC	KBUL5BGRAL8M47460
Motor Vehicle (MV)	2022	KUBOTA / *LA805	C5509
Motor Vehicle (MV)	2020	KUBOTA / #M4D-071HDCC12	KBUM3CDCHL8J12699
Motor Vehicle (MV)	2022	KUBOTA / *M37-2	101214600593
Motor Vehicle (MV)	2021	KUBOTA / DH2572	1679592
Motor Vehicle (MV)	2021	KUBOTA / RB1584	1661831
Motor Vehicle (MV)	2021	KUBOTA / GS1572	1712477
Motor Vehicle (MV)	2021	KUBOTA / BB1260	1779042
Motor Vehicle (MV)	2021	KUBOTA / RCR1248	1870452
Motor Vehicle (MV)	2020	KUBOTA / FC15	1610273



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

- 2021 KUBOTA #L4060GSTRC KBUL5BGRAL8M47460
 - 2022 KUBOTA *LA805 C5509
 - 2020 KUBOTA #M4D-071HDCC12 KBUM3CDCHL8J12699
 - 2022 KUBOTA *M37-2 101214600593
 - 2021 KUBOTA DH2572 1679592
 - 2021 KUBOTA RB1584 1661831
 - 2021 KUBOTA GS1572 1712477
 - 2021 KUBOTA BB1260 1779042
 - 2021 KUBOTA RCR1248 1870452
 - 2020 KUBOTA FC15 1610273
- PRINCIPAL AMOUNT \$165,820.00

Original Registering Party

PPSA CANADA INC - (5156)

Address

303-110 SHEPPARD AVE. E.
TORONTO ON
M2N 6Y8 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT
BC Registries and Online Services

Base Registration Number: 813052N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	June 22, 2022 at 6:55:36 am Pacific time
Current Expiry Date and Time:	June 22, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION
(as of July 18, 2023 at 8:56:12 am Pacific time)

Secured Party Information

KUBOTA CANADA LTD

Address

1155 KUBOTA DRIVE
PICKERING ON
L1X 0H4 Canada

Debtor Information

1134759 B.C. LTD.

Address

300-880 120TH STREET
SURREY BC
V3V 0C9 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2022	KUBOTA / #RTV-X900G	A5KB2FDBCNG070850
Motor Vehicle (MV)	2021	KUBOTA / *DSM1100HD	VN2500501600

General Collateral

Base Registration General Collateral:

2022 KUBOTA #RTV-X900G A5KB2FDBCNG070850

2021 KUBOTA *DSM1100HD VN2500501600

PRINCIPAL AMOUNT \$36,259.00

Original Registering Party

PPSA CANADA INC - (5156)

Address

303-110 SHEPPARD AVE. E.
TORONTO ON
M2N 6Y8 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 813060N EXPIRED

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	June 22, 2022 at 6:57:23 am Pacific time
Current Expiry Date and Time:	June 22, 2023 at 11:59:59 pm Pacific time (Expired) Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 18, 2023 at 8:56:12 am Pacific time)

Secured Party Information

KUBOTA CANADA LTD

Address

1155 KUBOTA DRIVE
PICKERING ON
L1X 0H4 Canada

Debtor Information

1134759 B.C. LTD.

Address

300-880 120TH STREET
SURREY BC
V3V 0C9 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2021	KUBOTA / *KHF20-14SL	2SFJC3317M1067663

General Collateral

Base Registration General Collateral:

2021 KUBOTA *KHF20-14SL 2SFJC3317M1067663

PRINCIPAL AMOUNT \$12,507.00

Original Registering Party

PPSA CANADA INC - (5156)

Address

303-110 SHEPPARD AVE. E.
TORONTO ON
M2N 6Y8 Canada

This is Exhibit "AA" referred to in Affidavit #1 of Donna Barnes made before me at Vancouver, British Columbia on July 18, 2023.



A Commissioner for taking Affidavits for British
Columbia

BC Company Summary

For
1134759 B.C. LTD.

Date and Time of Search: July 18, 2023 07:58 AM Pacific Time
Currency Date: September 20, 2022

HISTORICAL - Amalgamated on May 20, 2022

Incorporation Number:	BC1134759	
Name of Company:	1134759 B.C. LTD.	
Business Number:	792737314 BC0001	
Recognition Date and Time:	Incorporated on September 21, 2017 10:05 AM Pacific Time	In Liquidation: No
Last Annual Report Filed:	September 21, 2021	Receiver: No

AMALGAMATED INTO

Name of Amalgamated Company:	1239583 B.C. LTD.
Incorporation Number:	BC1363962

REGISTERED OFFICE INFORMATION

Mailing Address:	Delivery Address:
32916 12TH AVENUE	32916 12TH AVENUE
MISSION BC V2V 2M8	MISSION BC V2V 2M8
CANADA	CANADA

RECORDS OFFICE INFORMATION

Mailing Address:	Delivery Address:
32916 12TH AVENUE	32916 12TH AVENUE
MISSION BC V2V 2M8	MISSION BC V2V 2M8
CANADA	CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Bath, Jasbir Kaur

Mailing Address:	Delivery Address:
32916 12TH AVE	32916 12TH AVE
MISSION BC V2V 2M8	MISSION BC V2V 2M8
CANADA	CANADA

Last Name, First Name, Middle Name:

Bath, Jaswant Kaur

Mailing Address:

32916 12TH AVE
MISSION BC V2V 2M8
CANADA

Delivery Address:

32916 12TH AVE
MISSION BC V2V 2M8
CANADA

NO OFFICER INFORMATION FILED AS AT September 21, 2021.



BC Registry
Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For
1239583 B.C. LTD.

Date and Time of Search: July 18, 2023 08:01 AM Pacific Time
Currency Date: September 20, 2022

ACTIVE

Incorporation Number: BC1363962
Name of Company: 1239583 B.C. LTD.
Business Number: 748901675 BC0002
Recognition Date and Time: May 20, 2022 03:30 PM Pacific Time as a result of an Amalgamation
Last Annual Report Filed: Not Available
In Liquidation: No
Receiver: No

AMALGAMATING CORPORATION(S) INFORMATION

Name of Amalgamating Corporation	Incorporation Number in BC
1134759 B.C. LTD.	BC1134759
1239583 B.C. LTD.	BC1239583

REGISTERED OFFICE INFORMATION

Mailing Address:	Delivery Address:
TOWN CENTER TOWER 7-32330 SOUTH FRASER WAY ABBOTSFORD BC V2T 1X1 CANADA	TOWN CENTER TOWER 7-32330 SOUTH FRASER WAY ABBOTSFORD BC V2T 1X1 CANADA

RECORDS OFFICE INFORMATION

Mailing Address:	Delivery Address:
TOWN CENTER TOWER 7-32330 SOUTH FRASER WAY ABBOTSFORD BC V2T 1X1 CANADA	TOWN CENTER TOWER 7-32330 SOUTH FRASER WAY ABBOTSFORD BC V2T 1X1 CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:

Bath, Jasbir

Mailing Address:

20116 MISSION HILLS PO
MISSION BC V2V 7P8
CANADA

Delivery Address:

20116 MISSION HILLS PO
MISSION BC V2V 7P8
CANADA

NO OFFICER INFORMATION FILED .



**BC Registry
Services**

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For
1239583 B.C. LTD.

Date and Time of Search: July 18, 2023 08:41 AM Pacific Time
Currency Date: September 20, 2022

HISTORICAL - Amalgamated on May 20, 2022

Incorporation Number: BC1239583
Name of Company: 1239583 B.C. LTD.
Business Number: 748901675 BC0001
Recognition Date and Time: Incorporated on February 03, 2020 10:12 PM Pacific Time
Last Annual Report Filed: February 03, 2022
In Liquidation: No
Receiver: No

AMALGAMATED INTO

Name of Amalgamated Company: 1239583 B.C. LTD.
Incorporation Number: BC1363962

REGISTERED OFFICE INFORMATION

Mailing Address:
TOWN CENTER TOWER
7-32330 SOUTH FRASER WAY
ABBOTSFORD BC V2T 1X1
CANADA
Delivery Address:
TOWN CENTER TOWER
7-32330 SOUTH FRASER WAY
ABBOTSFORD BC V2T 1X1
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
TOWN CENTER TOWER
7-32330 SOUTH FRASER WAY
ABBOTSFORD BC V2T 1X1
CANADA
Delivery Address:
TOWN CENTER TOWER
7-32330 SOUTH FRASER WAY
ABBOTSFORD BC V2T 1X1
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:

Bath, Jaswant

Mailing Address:

390 MT LEHMAN ROAD
ABBOSTFORD BC V4X 2L4
CANADA

Delivery Address:

390 MT LEHMAN ROAD
ABBOSTFORD BC V4X 2L4
CANADA

Last Name, First Name, Middle Name:

Bath, Jasbir

Mailing Address:

20116 MISSION HILLS PO
MISSION BC V2V 7P8
CANADA

Delivery Address:

20116 MISSION HILLS PO
MISSION BC V2V 7P8
CANADA

NO OFFICER INFORMATION FILED AS AT February 03, 2022.
