

This is the 2nd Affidavit of Susan Danielisz in this case and was made on April 25th, 2025

> NO. S-246877 VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

NATIONAL BANK OF CANADA

PETITIONER

AND:

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED PARTNERSHIP, MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP, 8826 JIM BAILEY LTD., 375 POTTERTON LTD., GENESIS MANNA HOLDINGS LTD. AND ALLION HOLDINGS LTD.

RESPONDENTS

AFFIDAVIT

- I, Susan Danielisz, paralegal, of Suite 2400, 745 Thurlow Street, Vancouver, British Columbia, SWEAR THAT:
- 1. I am a paralegal with the law firm of McCarthy Tétrault LLP, counsel to National Bank of Canada, the Petitioner in this action, and as such have personal knowledge of the matters hereinafter deposed to, save and except where stated to be on information and belief, in which case I verily believe them to be true.
- 2. Attached hereto and marked as indicated are true copies of the following searches:
 - (a) Exhibit "A" British Columbia Personal Property Registry ("PPR") search results against the debtor name 'Manna Industrial Fund (Value-Add) Limited Partnership', dated April 2, 2025;
 - (b) **Exhibit "B"** British Columbia PPR search results against the debtor name 'Manna Industrial Fund (Value-Add) GP Corp.' dated April 2, 2025;
 - (c) Exhibit "C" British Columbia PPR search results against the debtor name '8826 Jim Bailey Ltd.', dated April 2, 2025;

- (d) Exhibit "D" British Columbia PPR search results against the debtor name '375 Potterton Ltd.', dated April 2, 2025;
- (e) Exhibit "E" British Columbia PPR search results against the debtor name 'Genesis Manna Holding Ltd.', dated April 2, 2025;
- (f) Exhibit "F" British Columbia PPR search results against the debtor name 'Allion Holdings Ltd.', dated April 2, 2025;
- (g) Exhibit "G" British Columbia Title Search Print of Title No. CA9768037, retrieved on April 2, 2025;
- (h) Exhibit "H" British Columbia Title Search Print of Title No. CA9768036, retrieved on April 2, 2025.
- 3. Attached hereto and marked as indicated are true copies of the following agreements:
 - (a) Exhibit "I" Forbearance Agreement dated August 2024 between National Bank of Canada and Manna Industrial Fund (Value-Add) Limited Partnership, by its general partner, Manna Industrial (Value-Add) GP Corp., 8826 Jim Bailey Ltd., 375 Potterton Ltd., Genesis Manna Holding Ltd., Allion Holdings Ltd., Michael Chiang and Nancy Wei; and
 - (b) Exhibit "J" Forbearance Amending Agreement dated March 13, 2025 between National Bank of Canada and Manna Industrial Fund (Value-Add) Limited Partnership, by its general partner, Manna Industrial (Value-Add) GP Corp., 8826 Jim Bailey Ltd., 375 Potterton Ltd., Genesis Manna Holding Ltd., Allion Holdings Ltd., Michael Chiang and Nancy Wei.

SWORN BEFORE ME at the City of Vancouver, in the Province of British Columbia, this 25th day of April, 2025.

A Commissioner for taking Affidavits for British Columbia

VICTORIA ANGELA TORTORA
Barrister & Solicitor
McCarthy Tétrault LLP
SUITE 2400 - 745 THURLOW STREET
VANCOUVER, B.C. V6E 0C5
DIRECT 604-643-5993

This is **Exhibit "A"** referred to in **Affidavit #2** of **Susan Danielisz**, sworn before me at Vancouver, British Columbia, this 25th day of April, 2025.

A Commissioner for taking Affidavits for British Columbia



BC Registries and Online Services

Business Debtor - "MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED PARTNERSHIP"

Search Date and Time:

April 2, 2025 at 7:47:02 am Pacific time

Account Name:

MCCARTHY TETRAULT LLP

Folio Number:

065093-589575

TABLE OF CONTENTS

8 Matches in 7 Registrations in Report

Exact Matches: 8 (*)

Total Search Report Pages: 26

	Base Registration	Base Registration Date	Debtor Name	Page
1	<u>048780N</u>	June 17, 2021	* MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED PARTNERSHIP	2
2	<u>481942N</u>	January 17, 2022	* MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED PARTNERSHIP	<u>5</u>
			* MANNA INDUSTRIAL FUND VALUE-ADD LIMITED PARTNERSHIP	
3	<u>575825N</u>	March 4, 2022	* MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED PARTNERSHIP	9
4	<u>576120N</u>	March 4, 2022	* MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED PARTNERSHIP	<u>12</u>
5	<u>576224N</u>	March 4, 2022	* MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED PARTNERSHIP	<u>17</u>
6	<u>583811Q</u>	August 20, 2024	* MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED PARTNERSHIP	<u>21</u>
7	<u>854645Q</u>	December 31, 2024	* MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED PARTNERSHIP	<u>23</u>



BC Registries and Online Services

Base Registration Number: 048780N

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

June 17, 2021 at 9:37:21 am Pacific time

Current Expiry Date and Time:

June 17, 2026 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:47:02 am Pacific time)

Secured Party Information

PROSPERA CREDIT UNION - CBC CENTRAL

Address

32071 SOUTH FRASER WAY, #103

ABBOTSFORD BC V2S 1W3 Canada





BC Registries and Online Services

Debtor Information

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED

PARTNERSHÍP

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

13799 COMMERCE PARKWAY

HOLDINGS LTD.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

GENESIS MANNA HOLDING LTD.

Address

N208 - 5811 COONEY ROAD

RICHMOND BC V6X 0S7 Canada

ALLION HOLDINGS LTD.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

WEI, YUAN HONG

Address

Birthdate

N208 - 5811 COONEY ROAD

RICHMOND BC V6X 0S7 Canada April 14, 1973

CHIANG, FA-KAI

Address

Birthdate

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada March 29, 1991

Vehicle Collateral





BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL PRESENTLY OWNED OR HEREAFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTORS NOW OR HEREAFTER SITUATE UPON THOSE LANDS AND PREMISES LOCATED AT 13799 COMMERCE PARKWAY, RICHMOND, BC, BEING LEGALLY DESCRIBED AS PID: 017-374-782 LOT \B\ SECTION 5 BLOCK 4 NORTH RANGE 5 WEST AND SECTION 32 BLOCK 5 NORTH RANGE 5 WEST NWD PLAN LMP572, INCLUDING ALL TOOLS, APPARATUSES, MACHINERY, APPLIANCES, CABINETS, FURNITURE AND CHATTELS, ALL AIR-CONDITIONING, HEATING, VENTILATING, ELECTRICAL, MECHANICAL, PLUMBING, COMMUNICATIONS AND DATA SYSTEMS, APPURTENANCES, EQUIPMENT, ALL ELEVATORS, ESCALATORS AND OTHER CONVEYANCING DEVICES, ALL BOILERS, FURNACES, CARPETS, BLINDS, WINDOW, COVERINGS, CURTAINS, DRAPES, LIGHTING FIXTURES, DOORS, WINDOWS, WIRING PIPES AND CONDUITS (COLLECTIVELY REFERRED TO AS THE \COLLATERAL\) AND ALL PROCEEDS, CASH AND NON-CASH, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE COLLATERAL OR PROCEEDS THEREOF, AND, WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, TRADE-IN GOODS, ACCOUNTS, RECEIVABLE, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, INVESTMENT PROPERTY, AND RIGHTS TO INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OF OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Original Registering Party

WATERSTONE LAW GROUP LLP

Address

202 - 32625 SOUTH FRASER WAY ABBOTSFORD BC V2T 1X8 Canada





edistratora

BC Registries and Online Services

Base Registration Number: 481942N

Registration Description: PPSA SECURITY AGREEMENT

Act: PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time: January 17, 2022 at 1:03:17 pm Pacific time

Discharge Date and Time: March 25, 2025 at 12:25:22 pm Pacific time

Current Expiry Date and Time: January 17, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)

Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:47:02 am Pacific time)

Secured Party Information

THE BANK OF NOVA SCOTIA

Address

4715 TAHOE BOULEVARD MISSISSAUGA ON L4W 0B4 Canada





BC Registries and Online Services

Debtor Information

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED

PARTNERSHÍP

Address

1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

MANNA INDUSTRIAL FUND VALUE-

ADD LIMITED PARTNERSHIP

Address

1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP

Address

1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

MANNA INDUSTRIAL FUND VALUE-

ADD GP CORP

Address

1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

Vehicle Collateral



BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR SITUATE ON, OR RELATED TO, THE PREMISES AT AS 12511 VULCAN WAY, RICHMOND BC, AND LEGALLY DESCRIBED AS PID: 003-506-801, LOT 5 EXCEPT: FIRSTLY: PART SUBDIVIDED BY PLAN 39059 AND SECONDLY: PART DEDICATED ROAD ON PLAN LMP35391, SECTIONS 18 AND 19 BLOCK 5 NORTH RANGE 5 WEST, NWT DISTRICT PAN 16213 (THE \LANDS\) INCLUDING, BUT NOT LIMITED T A SECURITY INTEREST IN A) THE ASSIGNMENT OF LEASES AND RENTS GRANTED BY THE DEBTOR IN FAVOUR OF THE SECURED PARTY RELATING THE LANDS AND ALL MONIES FROM RENTS OR TENANCIES WHICH THE DEBTOR MAY OR AT ANY TIME HAVE OR BE ENTITLED TO UNDER THE ASSIGNMENT OF RENTS ANY AND ALL .BENEFITS AND ADVANTAGES DUE UNDER THE ASSIGNMENT OF RENTS; ANY EXTENSIONS OR RENEWALS THEREOF; AND THE BENEFIT OF ALL COVENANTS, GUARANTEES, REPRESENTATION, WARRANTIES AND INDEMNITIES WHICH HAVE BEEN OR IN THE FUTURE ARE GRANTED TO RECEIVED BY THE SECURED PARTY IN RESPECT OF THE ASSIGNMENT OF RENTS, AND B) ALL CONTRACTS, PERMITS, INSURANCE POLICIES, MANAGEMENT AGREEMENTS, SERVICE CONTRACTS AND ALL OTHER AGREEMENTS AS MAY BE REQUIRED FOR THE MAINTENANCE AND OPERATION OF THE LANDS. PROCEEDS: GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY.

Original Registering Party

BH LEGAL

Address

1012-1030 WEST GEORGIA STREET VANCOUVER BC V6E 2Y3 Canada





BC Registries and Online Services

HISTORY

(Showing most recent first)

TOTAL DISCHARGE

Registration Date and Time:

March 25, 2025 at 12:25:22 pm Pacific time

Registration Number:

125656R

Registering Party Information

D+H LIMITED PARTNERSHIP

Address

2 ROBERT SPECK PARKWAY, 15TH FLOOR

MISSISSAUGA ON L4Z 1H8 Canada





BC Registries and Online Services

Base Registration Number: 575825N

Registration Description: PPSA SECURITY AGREEMENT

Act: PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time: March 4, 2022 at 10:24:53 am Pacific time **Current Expiry Date and Time:** March 4, 2027 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:47:02 am Pacific time)

Secured Party Information

NATIONAL BANK OF CANADA Address

2900 – 475 HOWE STREET VANCOUVER BC V6C 2B3 Canada



BC Registries and Online Services

Debtor Information

MANNA INDUSTRIAL FUND

(VALUE-ADD) LIMITED PARTNERSHIP

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

MANNA INDUSTRIAL FUND

(VALUE-ADD) GP CORP

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

8826 JIM BAILEY LTD

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

375 POTTERTON LTD

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

GENESIS MANNA HOLDING LTD

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

ALLION HOLDINGS LTD

Address

#1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

Vehicle Collateral



BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED GOODS, 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 PROPERTIES LOCATED AT:

(I) 8826 JIM BAILEY CRESCENT, KELOWNA, BC AND LEGALLY DESCRIBED AS PID: 024-666-947, LOT 6 SECTION 2 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN KAP65805; AND (II) 375 POTTERTON ROAD, KELOWNA, BC AND LEGALLY DESCRIBED AS PID: 023-839-171, LOT D SECTION 2 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN KAP59703;

ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, SUBSTITUTIONS, CROPS, LICENCES, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

Original Registering Party

BORDEN LADNER GERVAIS LLP (VANCOUVER)

Address

BOX 48600 1200 WATERFRONT CENTRE 200 BURRARD STREET VANCOUVER BC V7X 1T2 Canada





BC Registries and Online Services

Base Registration Number: 576120N

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

March 4, 2022 at 11:25:21 am Pacific time

Current Expiry Date and Time:

March 4, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:47:02 am Pacific time)

Secured Party Information

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Address

199 BAY STREET, SUITE 1900 COMMERCE COURT WEST, P.O. BOX 271 TORONTO ON

M5L 1E9 Canada



BC Registries and Online Services

Debtor Information

8826 JIM BAILEY LTD.

Address

19TH FLOOR, 885 WEST GEORGIA

STREET

VANCOUVER BC V6C 3H4 Canada

375 POTTERTON LTD.

Address

19TH FLOOR, 885 WEST GEORGIA

STREET

VANCOUVER BC V6C 3H4 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED PARTNERSHIP Address

19TH FLOOR, 885 WEST GEORGIA

STREET

VANCOUVER BC V6C 3H4 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP. **Address**

19TH FLOOR, 885 WEST GEORGIA

STREET

VANCOUVER BC V6C 3H4 Canada

Vehicle Collateral



BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL PRESENTLY OWNED AND HEREAFTER ACQUIRED RIGHT, TITLE AND INTEREST OF EACH DEBTOR IN AND TO ALL GOODS (INCLUDING ALL ACCESSORIES, ATTACHMENTS, ADDITIONS AND ACCESSIONS THERETO), CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, LICENCES, MONEY AND INVESTMENT PROPERTY NOW OR HEREAFTER SITUATE UPON, AFFIXED TO, USED IN CONNECTION WITH, PERTAINING TO OR ARISING OUT OF THOSE LANDS AND PREMISES AS FOLLOWS:

8826 JIM BAILEY CRESCENT, KELOWNA, BC PID: 024-666-947 LOT 6 SECTION 2 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN KAP65805

375 POTTERTON ROAD, KELOWNA, BC
PID: 023-839-171
LOT D SECTION 2 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN
KAP59703

(THE "LANDS") (AS SUCH LEGAL DESCRIPTION MAY BE MODIFIED AS A CONSEQUENCE OF SUBDIVISION, CONSOLIDATION, STRATIFICATION OR OTHER MODIFICATION TO THE WHOLE OR ANY PORTION OF THE LANDS).

ALL OF THE DEBTORS' RIGHT, TITLE AND INTEREST IN AND TO ALL INTEREST, PROJECT OR CONTINGENCY RESERVES, DEPOSITS OR ACCOUNTS ESTABLISHED OR HELD BY OR ON BEHALF OF THE SECURED PARTY IN RESPECT OF LOANS AND/OR CREDIT FACILITIES EXTENDED BY THE SECURED PARTY, AND ALL FUNDS IN SUCH RESERVES, DEPOSITS OR ACCOUNTS, AND ALL INTEREST, IF ANY, ACCRUED THEREON.

PROCEEDS: ANY AND ALL "GOODS", "INTANGIBLES", "CHATTEL PAPER", "DOCUMENTS OF TITLE", "INSTRUMENTS", "MONEY" AND "INVESTMENT PROPERTY" (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA) AS AMENDED OR REPLACED FROM TIME TO TIME) CONSTITUTING PROCEEDS OF ANY OR ALL OF THE FOREGOING COLLATERAL, INCLUDING PROCEEDS OF





BC Registries and Online Services

PROCEEDS.

THE FULL ADDRESS OF THE SECURED PARTY IS 77 KING STREET WEST, TD CENTRE, TD NORTH TOWER, SUITE 4120, TORONTO ON M5K 1G8

Original Registering Party

LAWSON LUNDELL

Address

925 WEST GEORGIA STREET SUITE 1600 VANCOUVER BC V6C 3L2 Canada



BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT - SECURED PARTIES AMENDED

Registration Date and Time:

Registration Number:

Description:

July 25, 2022 at 10:38:19 am Pacific time

879101N

Secured Party Information

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

ADDRESS CHANGED

Address

199 BAY STREET, SUITE 1900

COMMERCE COURT WEST, P.O. BOX 271

TORONTO ON M5L 1E9 Canada

Registering Party Information

LAWSON LUNDELL

Address

925 WEST GEORGIA STREET SUITE 1600

VANCOUVER BC V6C 3L2 Canada





BC Registries and Online Services

Base Registration Number: 576224N

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

March 4, 2022 at 11:48:03 am Pacific time

Current Expiry Date and Time:

March 4, 2027 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:47:02 am Pacific time)

Secured Party Information

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Address

199 BAY STREET, SUITE 1900 COMMERCE COURT WEST, P.O. BOX 271 TORONTO ON M5L 1E9 Canada





BC Registries and Online Services

Debtor Information

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED PARTNERSHIP **Address**

19TH FLOOR, 885 WEST GEORGIA

STREET

VANCOUVER BC V6C 3H4 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP. **Address**

19TH FLOOR, 885 WEST GEORGIA

STREET

VANCOUVER BC V6C 3H4 Canada

GENESIS MANNA HOLDING LTD.

Address

25 - 7288 HEATHER STREET

RICHMOND BC V6Y 4L4 Canada

ALLION HOLDINGS LTD.

Address

C/O RAWINSON & HUNTER LIMITED

WOODBOURNE HALL ROAD TOWN, TORTOLA VG1110 Virgin Islands, British

CHIANG, FA-KAI

Address

Birthdate

9611 DEAGLE ROAD RICHMOND BC

V7A 1P7 Canada

March 29, 1991

CHIANG, MICHAEL

Address

Birthdate

9611 DEAGLE ROAD RICHMOND BC

V7A 1P7 Canada

March 29, 1991

WEI, YUAN HONG

Address

Birthdate

25 - 7288 HEATHER STREET

RICHMOND BC V6Y 4L4 Canada April 14, 1973



BC Registries and Online Services

WEI, NANCY

Address

Birthdate

25 - 7288 HEATHER STREET RICHMOND BC V6Y 4L4 Canada April 14, 1973

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF EITHER OF 8826 JIM BAILEY LTD. AND 375 POTTERTON LTD. TO ANY OF THE DEBTORS.

PROCEEDS: ANY AND ALL "GOODS", "INTANGIBLES", "CHATTEL PAPER", "DOCUMENTS OF TITLE", "INSTRUMENTS", "MONEY" AND "INVESTMENT PROPERTY" (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA) AS AMENDED OR REPLACED FROM TIME TO TIME) CONSTITUTING PROCEEDS OF ANY OR ALL OF THE FOREGOING COLLATERAL, INCLUDING PROCEEDS OF PROCEEDS.

THE FULL ADDRESS OF THE SECURED PARTY IS 77 KING STREET WEST, TD CENTRE, TD NORTH TOWER, SUITE 4120, TORONTO ON M5K 1G8

Original Registering Party

LAWSON LUNDELL

Address

925 WEST GEORGIA STREET SUITE 1600 VANCOUVER BC V6C 3L2 Canada





BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT - SECURED PARTIES AMENDED

Registration Date and Time:

July 25, 2022 at 10:41:05 am Pacific time

Registration Number:

879111N

Description:

Secured Party Information

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Address

ADDRESS CHANGED

199 BAY STREET, SUITE 1900

COMMERCE COURT WEST, P.O. BOX 271

TORONTO ON M5L 1E9 Canada

Registering Party Information

LAWSON LUNDELL

Address

925 WEST GEORGIA STREET SUITE 1600

VANCOUVER BC V6C 3L2 Canada





BC Registries and Online Services

Base Registration Number: 583811Q

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

August 20, 2024 at 1:33:45 pm Pacific time

Current Expiry Date and Time:

August 20, 2029 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:47:02 am Pacific time)

Secured Party Information

THE BANK OF NOVA SCOTIA

Address

4715 TAHOE BOULEVARD

MISSISSAUGA ON L4W 0B4 Canada

Debtor Information

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED

PARTNERSHIP

Address

1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP. **Address**

1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

Vehicle Collateral





BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL ISSUED AND OUTSTANDING SHARES IN THE CAPITAL OF **VULCANRICH NOMINEE LTD.** NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTORS AND ANY RENEWALS THEREOF, SUBSTITUTIONS OR CONVERSIONS THEREFOR, ALL INTEREST, DIVIDENDS, DISTRIBUTIONS, INCOME AND REVENUE THEREFROM AND ALL PROCEEDS THAT ARE GOODS, INTANGIBLES, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS OR MONEY (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

Address

SUITE 2900 - 550 BURRARD STREET VANCOUVER BC V6C 0A3 Canada





BC Registries and Online Services

Base Registration Number: 854645Q

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

December 31, 2024 at 10:10:15 am Pacific time

Current Expiry Date and Time:

December 31, 2026 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:47:02 am Pacific time)

Secured Party Information

13531953 CANADA INC

Address

108-7181 WOODBINE AVE MARKHAM ON L3R 1A3 Canada



BC Registries and Online Services

Debtor Information

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED

PARTNERSHÍP

Address

1900-885 GEORGIA ST W

VANCOUVER BC V6C 3H4 Canada

MANNA INDUSTRIAL BRAMPTON

LIMITED PARTNERSHIP

Address

199 BAY STREET SUITE 4000 TORONTO ON M5L 1A9 Canada

13799 COMMERCE PARKWAY

HOLDINGS LTD.

Address

1900-885 GEORGIA ST W

VANCOUVER BC V6C 3H4 Canada

GENESIS MANNA HOLDING LTD.

Address

208-5811 COONEY RD RICHMOND BC

V6X 3M1 Canada

WEI, YUAN HONG

Address

Birthdate

208-5811 COONEY RD RICHMOND BC V6X 3M1 Canada

Vehicle Collateral



BC Registries and Online Services

General Collateral

March 3, 2025 at 7:00:07 pm Pacific time

DELETED

All of the present and after acquired personal property of the Debtor, or any of them, now or hereafter located at, arising from, used in connection with or relating to those lands and premises with the following civic addresses and legal descriptions:

Parcel Identifier: 003-506-801

Lot 5 Except: Firstly: Part Subdivided By Plan 39059 and Secondly: Part Dedicated Road on Plan LMP35391, Section 18 and 19 Block 5 North Range West New Westminster District Plan 16213

And in all proceeds and renewals thereof, accretions thereto, and substitutions thereof, in each case.

Base Registration General Collateral:

ALL OF THE PRESENT AND AFTER-ACQUIRED GOODS (INCLUDING FIXTURES, EQUIPMENT AND INVENTORY), INVESTMENT PROPERTIES, INSTRUMENTS, CHATTEL PAPER, DOCUMENTS OF TITLE, MONEY AND INTANGIBLES (INCLUDING CONTRACTS, PLANS, SPECIFICATIONS, AND ACCOUNTS) OF THE DEBTORS, AND EACH OF THEM, NOW OR HEREAFTER, WHEREVER SITUATE AT, AND ALL PROCEEDS THEREOF THAT ARE GOODS, INTANGIBLES, INVESTMENT PROPERTIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS OR MONEY (TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA HAVE THOSE DEFINED MEANINGS).

Original Registering Party

SHAWN ZHANG LAW CORPORATION

Address

21209 93 AVE LANGLEY BC V1M 1M5 Canada



BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time:

March 3, 2025 at 7:00:07 pm Pacific time

Registration Number:

974006Q

Description:

General Collateral

March 3, 2025 at 7:00:07 pm Pacific time

DELETED

All of the present and after acquired personal property of the Debtor, or any of them, now or hereafter located at, arising from, used in connection with or relating to those lands and premises with the following civic addresses and legal descriptions:

Parcel Identifier: 003-506-801

Lot 5 Except: Firstly: Part Subdivided By Plan 39059 and Secondly: Part Dedicated Road on Plan LMP35391, Section 18 and 19 Block 5 North Range West New Westminster District Plan 16213

And in all proceeds and renewals thereof, accretions thereto, and substitutions thereof, in each case.

Debtor Information

VULCANRICH NOMINEE LTD.

Address

DELETED

1900-885 GEORGIA ST W VANCOUVER BC

V6C 3H4 Canada

Registering Party Information

BENNETT JONES LLP

Address

2500 - 666 BURRARD STREET

VANCOUVER BC V6C 2X8 Canada



This is **Exhibit "B"** referred to in **Affidavit #2** of **Susan Danielisz**, sworn before me at Vancouver, British Columbia, this 25th day of April, 2025.

A Commissioner for taking Affidavits for British Columbia



BC Registries and Online Services

Business Debtor - "MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP."

Search Date and Time:

April 2, 2025 at 7:48:30 am Pacific time

Account Name:

MCCARTHY TETRAULT LLP

Folio Number: 065093-589575

TABLE OF CONTENTS

10 Matches in 8 Registrations in Report

Exact Matches: 10 (*)

Total Search Report Pages: 29

	Base Registration	Base Registration Date	Debtor Name	Page
1	<u>048780N</u>	June 17, 2021	* MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP.	2
2	<u>048795N</u>	June 17, 2021	* MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP.	5
3	<u>481942N</u>	January 17, 2022	* MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP * MANNA INDUSTRIAL FUND VALUE-ADD GP CORP	<u>8</u>
4	<u>481978N</u>	January 17, 2022	* MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP * MANNA INDUSTRIAL FUND VALUE-ADD GP CORP	. 12
5	<u>575825N</u>	March 4, 2022	* MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP	<u>16</u>
6	<u>576120N</u>	March 4, 2022	* MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP.	<u>19</u>
7	<u>576224N</u>	March 4, 2022	* MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP.	<u>24</u>
8	<u>583811Q</u>	August 20, 2024	* MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP.	<u>28</u>



BC Registries and Online Services

Base Registration Number: 048780N

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

June 17, 2021 at 9:37:21 am Pacific time

Current Expiry Date and Time:

June 17, 2026 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:48:30 am Pacific time)

Secured Party Information

PROSPERA CREDIT UNION - CBC CENTRAL

Address

32071 SOUTH FRASER WAY, #103 ABBOTSFORD BC

V2S 1W3 Canada



BC Registries and Online Services

Debtor Information

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED

PARTNERSHIP

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

13799 COMMERCE PARKWAY

HOLDINGS LTD.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

GENESIS MANNA HOLDING LTD.

Address

N208 - 5811 COONEY ROAD

RICHMOND BC V6X 0S7 Canada

ALLION HOLDINGS LTD.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

WEI, YUAN HONG

Address

Birthdate

N208 - 5811 COONEY ROAD

RICHMOND BC V6X 0S7 Canada April 14, 1973

CHIANG, FA-KAI

Address

Birthdate

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada March 29, 1991

Vehicle Collateral





BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL PRESENTLY OWNED OR HEREAFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTORS NOW OR HEREAFTER SITUATE UPON THOSE LANDS AND PREMISES LOCATED AT 13799 COMMERCE PARKWAY. RICHMOND, BC, BEING LEGALLY DESCRIBED AS PID: 017-374-782 LOT \B\ SECTION 5 BLOCK 4 NORTH RANGE 5 WEST AND SECTION 32 BLOCK 5 NORTH RANGE 5 WEST NWD PLAN LMP572 ,INCLUDING ALL TOOLS, APPARATUSES, MACHINERY, APPLIANCES, CABINETS, FURNITURE AND CHATTELS, ALL AIR-CONDITIONING, HEATING, VENTILATING, ELECTRICAL, MECHANICAL, PLUMBING, COMMUNICATIONS AND DATA SYSTEMS, APPURTENANCES, EQUIPMENT, ALL ELEVATORS, ESCALATORS AND OTHER CONVEYANCING DEVICES, ALL BOILERS, FURNACES, CARPETS, BLINDS, WINDOW, COVERINGS, CURTAINS, DRAPES, LIGHTING FIXTURES, DOORS, WINDOWS, WIRING PIPES AND CONDUITS (COLLECTIVELY REFERRED TO AS THE \COLLATERAL\) AND ALL PROCEEDS, CASH AND NON-CASH, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE COLLATERAL OR PROCEEDS THEREOF, AND, WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, TRADE-IN GOODS, ACCOUNTS, RECEIVABLE, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, INVESTMENT PROPERTY, AND RIGHTS TO INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OF OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Original Registering Party

WATERSTONE LAW GROUP LLP

Address

202 - 32625 SOUTH FRASER WAY ABBOTSFORD BC V2T 1X8 Canada





BC Registries and Online Services

Base Registration Number: 048795N

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

June 17, 2021 at 9:41:20 am Pacific time

Current Expiry Date and Time:

June 17, 2026 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:48:30 am Pacific time)

Secured Party Information

PROSPERA CREDIT UNION - CBC CENTRAL

Address

32071 SOUTH FRASER WAY, #103

ABBOTSFORD BC V2S 1W3 Canada





BC Registries and Online Services

Debtor Information

13799 COMMERCE PARKWAY HOLDINGS LTD.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

GENESIS MANNA HOLDING LTD.

Address

N208 - 5811 COONEY ROAD

RICHMOND BC V6X 0S7 Canada

ALLION HOLDINGS LTD.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

WEI, YUAN HONG

Address

Birthdate

N208 - 5811 COONEY ROAD

RICHMOND BC V6X 0S7 Canada April 14, 1973

CHIANG, FA-KAI

Address

Birthdate

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada March 29, 1991

Vehicle Collateral



BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL DEBTS, ACCOUNTS, CLAIMS, MONIES, DEMANDS AND CHOSES IN ACTION WHICH ARE NOW, OR WHICH MAY AT ANY TIME HEREAFTER BECOME DUE AND OWING TO ANY OF THE DEBTORS FROM MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED PARTNERSHIP.

Original Registering Party

WATERSTONE LAW GROUP LLP

Address

202 - 32625 SOUTH FRASER WAY ABBOTSFORD BC V2T 1X8 Canada





BC Registries and Online Services

Base Registration Number: 481942N

TORGER LEGICIES

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

January 17, 2022 at 1:03:17 pm Pacific time

Discharge Date and Time:

March 25, 2025 at 12:25:22 pm Pacific time

Current Expiry Date and Time:

January 17, 2027 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:48:30 am Pacific time)

Secured Party Information

THE BANK OF NOVA SCOTIA

Address

4715 TAHOE BOULEVARD MISSISSAUGA ON L4W 0B4 Canada





BC Registries and Online Services

Debtor Information

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED

PARTNERSHIP

Address

1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

MANNA INDUSTRIAL FUND VALUE-

ADD LIMITED PARTNERSHIP

Address

1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP

Address

1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

MANNA INDUSTRIAL FUND VALUE-

ADD GP CORP

Address

1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

Vehicle Collateral

None



BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR SITUATE ON, OR RELATED TO, THE PREMISES AT AS 12511 VULCAN WAY, RICHMOND BC, AND LEGALLY DESCRIBED AS PID: 003-506-801, LOT 5 EXCEPT: FIRSTLY: PART SUBDIVIDED BY PLAN 39059 AND SECONDLY: PART DEDICATED ROAD ON PLAN LMP35391, SECTIONS 18 AND 19 BLOCK 5 NORTH RANGE 5 WEST, NWT DISTRICT PAN 16213 (THE \LANDS\) INCLUDING, BUT NOT LIMITED T A SECURITY INTEREST IN A) THE ASSIGNMENT OF LEASES AND RENTS GRANTED BY THE DEBTOR IN FAVOUR OF THE SECURED PARTY RELATING THE LANDS AND ALL MONIES FROM RENTS OR TENANCIES WHICH THE DEBTOR MAY OR AT ANY TIME HAVE OR BE ENTITLED TO UNDER THE ASSIGNMENT OF RENTS ANY AND ALL .BENEFITS AND ADVANTAGES DUE UNDER THE ASSIGNMENT OF RENTS; ANY EXTENSIONS OR RENEWALS THEREOF; AND THE BENEFIT OF ALL COVENANTS, GUARANTEES, REPRESENTATION, WARRANTIES AND INDEMNITIES WHICH HAVE BEEN OR IN THE FUTURE ARE GRANTED TO RECEIVED BY THE SECURED PARTY IN RESPECT OF THE ASSIGNMENT OF RENTS, AND B) ALL CONTRACTS, PERMITS, INSURANCE POLICIES, MANAGEMENT AGREEMENTS, SERVICE CONTRACTS AND ALL OTHER AGREEMENTS AS MAY BE REQUIRED FOR THE MAINTENANCE AND OPERATION OF THE LANDS. PROCEEDS: GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY.

Original Registering Party

BH LEGAL

Address

1012-1030 WEST GEORGIA STREET VANCOUVER BC V6E 2Y3 Canada





BC Registries and Online Services

HISTORY

(Showing most recent first)

TOTAL DISCHARGE

Registration Date and Time:

March 25, 2025 at 12:25:22 pm Pacific time

Registration Number:

125656R

Registering Party Information

D + H LIMITED PARTNERSHIP

Address

2 ROBERT SPECK PARKWAY, 15TH FLOOR

MISSISSAUGA ON L4Z 1H8 Canada





BC Registries and Online Services

Base Registration Number: 481978N

DISTHARCED

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

January 17, 2022 at 1:09:31 pm Pacific time

Discharge Date and Time:

March 25, 2025 at 12:37:42 pm Pacific time

Current Expiry Date and Time:

January 17, 2027 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:48:30 am Pacific time)

Secured Party Information

THE BANK OF NOVA SCOTIA

Address

4715 TAHOE BOULEVARD MISSISSAUGA ON L4W 0B4 Canada





BC Registries and Online Services

Debtor Information

VULCANRICH NOMINEE LTD

Address

2846 WEST 30TH AVENUE

VANCOUVER BC V6L 1Z2 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP

Address

1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

MANNA INDUSTRIAL FUND VALUE-

ADD GP CORP

Address

1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

CHIANG, FA-KAI

Address

Birthdate

1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada March 29, 1991

WEI, YUAN HONG

Address

Birthdate

25-7288 HEATHER STREET

RICHMOND BC V6Y 4L4 Canada April 14, 1973

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE OF MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED PARTNERSHIP OWED TO A DEBTOR. PROCEEDS: GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, MONEY, INTANGIBLES AND CHATTEL PAPER.



BC Registries and Online Services

Original Registering Party

BH LEGAL

Address

1012-1030 WEST GEORGIA STREET VANCOUVER BC V6E 2Y3 Canada





BC Registries and Online Services

HISTORY

(Showing most recent first)

TOTAL DISCHARGE

Registration Date and Time:

March 25, 2025 at 12:37:42 pm Pacific time

Registration Number:

125734R

Registering Party Information

D + H LIMITED PARTNERSHIP

Address

2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON

L4Z 1H8 Canada





BC Registries and Online Services

Base Registration Number: 575825N

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

March 4, 2022 at 10:24:53 am Pacific time

Current Expiry Date and Time:

March 4, 2027 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:48:30 am Pacific time)

Secured Party Information

NATIONAL BANK OF CANADA

Address

2900 – 475 HOWE STREET VANCOUVER BC V6C 2B3 Canada





BC Registries and Online Services

Debtor Information

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED

PARTNERSHIP

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

MANNA INDUSTRIAL FUND

(VALUE-ADD) GP CORP

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

8826 JIM BAILEY LTD

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

375 POTTERTON LTD

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

GENESIS MANNA HOLDING LTD

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

ALLION HOLDINGS LTD

Address

#1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

Vehicle Collateral

None



BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED GOODS, 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 PROPERTIES LOCATED AT:

(I) 8826 JIM BAILEY CRESCENT, KELOWNA, BC AND LEGALLY DESCRIBED AS PID: 024-666-947, LOT 6 SECTION 2 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN KAP65805; AND (II) 375 POTTERTON ROAD, KELOWNA, BC AND LEGALLY DESCRIBED AS PID: 023-839-171, LOT D SECTION 2 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN KAP59703;

ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, SUBSTITUTIONS, CROPS, LICENCES, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

Original Registering Party

BORDEN LADNER GERVAIS LLP (VANCOUVER)

Address

BOX 48600 1200 WATERFRONT CENTRE 200 BURRARD STREET VANCOUVER BC V7X 1T2 Canada





BC Registries and Online Services

Base Registration Number: 576120N

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

March 4, 2022 at 11:25:21 am Pacific time

Current Expiry Date and Time:

March 4, 2027 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:48:30 am Pacific time)

Secured Party Information

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Address

199 BAY STREET, SUITE 1900

COMMERCE COURT WEST, P.O. BOX 271

TORONTO ON M5L 1E9 Canada





BC Registries and Online Services

Debtor Information

8826 JIM BAILEY LTD.

Address

19TH FLOOR, 885 WEST GEORGIA

STREET

VANCOUVER BC V6C 3H4 Canada

375 POTTERTON LTD.

Address

19TH FLOOR, 885 WEST GEORGIA

STREET

VANCOUVER BC V6C 3H4 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED

PARTNERSHIP

Address

19TH FLOOR, 885 WEST GEORGIA

STREET

VANCOUVER BC V6C 3H4 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP.

Address

19TH FLOOR, 885 WEST GEORGIA

STREET

VANCOUVER BC V6C 3H4 Canada

Vehicle Collateral

None



BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL PRESENTLY OWNED AND HEREAFTER ACQUIRED RIGHT, TITLE AND INTEREST OF EACH DEBTOR IN AND TO ALL GOODS (INCLUDING ALL ACCESSORIES, ATTACHMENTS, ADDITIONS AND ACCESSIONS THERETO), CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, LICENCES, MONEY AND INVESTMENT PROPERTY NOW OR HEREAFTER SITUATE UPON, AFFIXED TO, USED IN CONNECTION WITH, PERTAINING TO OR ARISING OUT OF THOSE LANDS AND PREMISES AS FOLLOWS:

8826 JIM BAILEY CRESCENT, KELOWNA, BC PID: 024-666-947 LOT 6 SECTION 2 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN KAP65805

375 POTTERTON ROAD, KELOWNA, BC
PID: 023-839-171
LOT D SECTION 2 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN
KAP59703

(THE "LANDS") (AS SUCH LEGAL DESCRIPTION MAY BE MODIFIED AS A CONSEQUENCE OF SUBDIVISION, CONSOLIDATION, STRATIFICATION OR OTHER MODIFICATION TO THE WHOLE OR ANY PORTION OF THE LANDS).

ALL OF THE DEBTORS' RIGHT, TITLE AND INTEREST IN AND TO ALL INTEREST, PROJECT OR CONTINGENCY RESERVES, DEPOSITS OR ACCOUNTS ESTABLISHED OR HELD BY OR ON BEHALF OF THE SECURED PARTY IN RESPECT OF LOANS AND/OR CREDIT FACILITIES EXTENDED BY THE SECURED PARTY, AND ALL FUNDS IN SUCH RESERVES, DEPOSITS OR ACCOUNTS, AND ALL INTEREST, IF ANY, ACCRUED THEREON.

PROCEEDS: ANY AND ALL "GOODS", "INTANGIBLES", "CHATTEL PAPER", "DOCUMENTS OF TITLE", "INSTRUMENTS", "MONEY" AND "INVESTMENT PROPERTY" (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA) AS AMENDED OR REPLACED FROM TIME TO TIME) CONSTITUTING PROCEEDS OF ANY OR ALL OF THE FOREGOING COLLATERAL, INCLUDING PROCEEDS OF





BC Registries and Online Services

PROCEEDS.

THE FULL ADDRESS OF THE SECURED PARTY IS 77 KING STREET WEST, TD CENTRE, TD NORTH TOWER, SUITE 4120, TORONTO ON M5K 1G8

Original Registering Party

LAWSON LUNDELL

Address

925 WEST GEORGIA STREET SUITE 1600 VANCOUVER BC V6C 3L2 Canada





BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT - SECURED PARTIES AMENDED

Registration Date and Time:

July 25, 2022 at 10:38:19 am Pacific time

Registration Number:

879101N

Description:

Secured Party Information

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Address

ADDRESS CHANGED

199 BAY STREET, SUITE 1900 COMMERCE COURT WEST, P.O. BOX 271

TORONTO ON

M5L 1E9 Canada

Registering Party Information

LAWSON LUNDELL

Address

925 WEST GEORGIA STREET SUITE 1600

VANCOUVER BC V6C 3L2 Canada



BC Registries and Online Services

Base Registration Number: 576224N

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

March 4, 2022 at 11:48:03 am Pacific time

Current Expiry Date and Time:

March 4, 2027 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:48:30 am Pacific time)

Secured Party Information

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Address

199 BAY STREET, SUITE 1900 COMMERCE COURT WEST, P.O. BOX 271 TORONTO ON M5L 1E9 Canada





BC Registries and Online Services

Debtor Information

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED

PARTNERSHIP

Address

19TH FLOOR, 885 WEST GEORGIA

STREET

VANCOUVER BC V6C 3H4 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP.

Address

19TH FLOOR, 885 WEST GEORGIA

STREET

VANCOUVER BC V6C 3H4 Canada

GENESIS MANNA HOLDING LTD.

Address

25 - 7288 HEATHER STREET

RICHMOND BC V6Y 4L4 Canada

ALLION HOLDINGS LTD.

Address

C/O RAWINSON & HUNTER LIMITED

WOODBOURNE HALL ROAD TOWN, TORTOLA VG1110 Virgin Islands, British

CHIANG, FA-KAI

Address

Birthdate

9611 DEAGLE ROAD RICHMOND BC

V7A 1P7 Canada

March 29, 1991

CHIANG, MICHAEL

Address

Birthdate

9611 DEAGLE ROAD RICHMOND BC

V7A 1P7 Canada

March 29, 1991

WEI, YUAN HONG

Address

Birthdate

25 - 7288 HEATHER STREET

RICHMOND BC V6Y 4L4 Canada April 14, 1973



BC Registries and Online Services

WEI, NANCY

Address

Birthdate

25 - 7288 HEATHER STREET RICHMOND BC V6Y 4L4 Canada April 14, 1973

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF EITHER OF 8826 JIM BAILEY LTD. AND 375 POTTERTON LTD. TO ANY OF THE DEBTORS.

PROCEEDS: ANY AND ALL "GOODS", "INTANGIBLES", "CHATTEL PAPER", "DOCUMENTS OF TITLE", "INSTRUMENTS", "MONEY" AND "INVESTMENT PROPERTY" (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA) AS AMENDED OR REPLACED FROM TIME TO TIME) CONSTITUTING PROCEEDS OF ANY OR ALL OF THE FOREGOING COLLATERAL, INCLUDING PROCEEDS OF PROCEEDS.

THE FULL ADDRESS OF THE SECURED PARTY IS 77 KING STREET WEST, TD CENTRE, TD NORTH TOWER, SUITE 4120, TORONTO ON M5K 1G8

Original Registering Party

LAWSON LUNDELL

Address

925 WEST GEORGIA STREET SUITE 1600 VANCOUVER BC V6C 3L2 Canada



BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT - SECURED PARTIES AMENDED

Registration Date and Time:

July 25, 2022 at 10:41:05 am Pacific time

Registration Number:

879111N

Description:

Secured Party Information

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Address

ADDRESS CHANGED

199 BAY STREET, SUITE 1900

COMMERCE COURT WEST, P.O. BOX 271

TORONTO ON M5L 1E9 Canada

Registering Party Information

LAWSON LUNDELL

Address

925 WEST GEORGIA STREET

SUITE 1600 VANCOUVER BC V6C 3L2 Canada





BC Registries and Online Services

Base Registration Number: 583811Q

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

August 20, 2024 at 1:33:45 pm Pacific time

Current Expiry Date and Time:

August 20, 2029 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:48:30 am Pacific time)

Secured Party Information

THE BANK OF NOVA SCOTIA

Address

4715 TAHOE BOULEVARD

MISSISSAUGA ON L4W 0B4 Canada

Debtor Information

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED

PARTNERSHIP

Address

1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

MANNA INDUSTRIAL FUND

(VALUE-ADD) GP CORP.

Address

1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

Vehicle Collateral

None





BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL ISSUED AND OUTSTANDING SHARES IN THE CAPITAL OF **VULCANRICH NOMINEE LTD.** NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTORS AND ANY RENEWALS THEREOF, SUBSTITUTIONS OR CONVERSIONS THEREFOR, ALL INTEREST, DIVIDENDS, DISTRIBUTIONS, INCOME AND REVENUE THEREFROM AND ALL PROCEEDS THAT ARE GOODS, INTANGIBLES, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS OR MONEY (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

Address

SUITE 2900 - 550 BURRARD STREET VANCOUVER BC V6C 0A3 Canada



This is **Exhibit "C"** referred to in **Affidavit #2** of **Susan Danielisz**, sworn before me at Vancouver, British Columbia, this 25th day of April, 2025.

A Commissioner for taking Affidavits for British Columbia



BC Registries and Online Services

Business Debtor - "8826 JIM BAILEY LTD."

Search Date and Time:

April 2, 2025 at 7:49:31 am Pacific time

Account Name:

MCCARTHY TETRAULT LLP

Folio Number:

065093-589575

TABLE OF CONTENTS

2 Matches in 2 Registrations in Report

Exact Matches: 2 (*)

Total Search Report Pages: 9

	Base Registration	Base Registration Debtor Name Date	Page
1	<u>575825N</u>	March 4, 2022 * 8826 JIM BAILEY LTD	2
2	<u>576120N</u>	March 4, 2022 * 8826 JIM BAILEY LTD .	5



BC Registries and Online Services

Base Registration Number: 575825N

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

March 4, 2022 at 10:24:53 am Pacific time

Current Expiry Date and Time:

March 4, 2027 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:49:31 am Pacific time)

Secured Party Information

NATIONAL BANK OF CANADA

Address

2900 – 475 HOWE STREET VANCOUVER BC V6C 2B3 Canada





BC Registries and Online Services

Debtor Information

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED

PARTNERSHIP

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

8826 JIM BAILEY LTD

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

375 POTTERTON LTD

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

GENESIS MANNA HOLDING LTD

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

ALLION HOLDINGS LTD

Address

#1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

Vehicle Collateral

None





BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED GOODS, 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 PROPERTIES LOCATED AT:

(I) 8826 JIM BAILEY CRESCENT, KELOWNA, BC AND LEGALLY DESCRIBED AS PID: 024-666-947, LOT 6 SECTION 2 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN KAP65805; AND (II) 375 POTTERTON ROAD, KELOWNA, BC AND LEGALLY DESCRIBED AS PID: 023-839-171, LOT D SECTION 2 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN KAP59703;

ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, SUBSTITUTIONS, CROPS, LICENCES, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

Original Registering Party

BORDEN LADNER GERVAIS LLP (VANCOUVER)

Address

BOX 48600 1200 WATERFRONT CENTRE 200 BURRARD STREET VANCOUVER BC V7X 1T2 Canada





BC Registries and Online Services

Base Registration Number: 576120N

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

March 4, 2022 at 11:25:21 am Pacific time

Current Expiry Date and Time:

March 4, 2027 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:49:31 am Pacific time)

Secured Party Information

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Address

199 BAY STREET, SUITE 1900 COMMERCE COURT WEST, P.O. BOX 271

TORONTO ON M5L 1E9 Canada



BC Registries and Online Services

Debtor Information

8826 JIM BAILEY LTD.

Address

19TH FLOOR, 885 WEST GEORGIA

STREET

VANCOUVER BC V6C 3H4 Canada

375 POTTERTON LTD.

Address

19TH FLOOR, 885 WEST GEORGIA

STREET

VANCOUVER BC V6C 3H4 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED

PARTNERSHÍP

Address

19TH FLOOR, 885 WEST GEORGIA

STREET

VANCOUVER BC V6C 3H4 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP.

Address

19TH FLOOR, 885 WEST GEORGIA

STREET

VANCOUVER BC V6C 3H4 Canada

Vehicle Collateral

None



BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL PRESENTLY OWNED AND HEREAFTER ACQUIRED RIGHT, TITLE AND INTEREST OF EACH DEBTOR IN AND TO ALL GOODS (INCLUDING ALL ACCESSORIES, ATTACHMENTS, ADDITIONS AND ACCESSIONS THERETO), CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, LICENCES, MONEY AND INVESTMENT PROPERTY NOW OR HEREAFTER SITUATE UPON, AFFIXED TO, USED IN CONNECTION WITH, PERTAINING TO OR ARISING OUT OF THOSE LANDS AND PREMISES AS FOLLOWS:

8826 JIM BAILEY CRESCENT, KELOWNA, BC PID: 024-666-947 LOT 6 SECTION 2 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN KAP65805

375 POTTERTON ROAD, KELOWNA, BC
PID: 023-839-171
LOT D SECTION 2 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN
KAP59703

(THE "LANDS") (AS SUCH LEGAL DESCRIPTION MAY BE MODIFIED AS A CONSEQUENCE OF SUBDIVISION, CONSOLIDATION, STRATIFICATION OR OTHER MODIFICATION TO THE WHOLE OR ANY PORTION OF THE LANDS).

ALL OF THE DEBTORS' RIGHT, TITLE AND INTEREST IN AND TO ALL INTEREST, PROJECT OR CONTINGENCY RESERVES, DEPOSITS OR ACCOUNTS ESTABLISHED OR HELD BY OR ON BEHALF OF THE SECURED PARTY IN RESPECT OF LOANS AND/OR CREDIT FACILITIES EXTENDED BY THE SECURED PARTY, AND ALL FUNDS IN SUCH RESERVES, DEPOSITS OR ACCOUNTS, AND ALL INTEREST, IF ANY, ACCRUED THEREON.

PROCEEDS: ANY AND ALL "GOODS", "INTANGIBLES", "CHATTEL PAPER", "DOCUMENTS OF TITLE", "INSTRUMENTS", "MONEY" AND "INVESTMENT PROPERTY" (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA) AS AMENDED OR REPLACED FROM TIME TO TIME) CONSTITUTING PROCEEDS OF ANY OR ALL OF THE FOREGOING COLLATERAL, INCLUDING PROCEEDS OF





BC Registries and Online Services

PROCEEDS.

THE FULL ADDRESS OF THE SECURED PARTY IS 77 KING STREET WEST, TD CENTRE, TD NORTH TOWER, SUITE 4120, TORONTO ON M5K 1G8

Original Registering Party

LAWSON LUNDELL

Address

925 WEST GEORGIA STREET SUITE 1600 VANCOUVER BC V6C 3L2 Canada





BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT - SECURED PARTIES AMENDED

Registration Date and Time:

July 25, 2022 at 10:38:19 am Pacific time

Registration Number:

879101N

Description:

Secured Party Information

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Address

ADDRESS CHANGED

199 BAY STREET, SUITE 1900

COMMERCE COURT WEST, P.O. BOX 271

TORONTO ON M5L 1E9 Canada

Registering Party Information

LAWSON LUNDELL

Address

925 WEST GEORGIA STREET

SUITE 1600 VANCOUVER BC V6C 3L2 Canada



This is **Exhibit "D"** referred to in **Affidavit #2** of **Susan Danielisz**, sworn before me at Vancouver, British Columbia, this 25th day of April, 2025.

A Commissioner for taking Affidavits for British Columbia



BC Registries and Online Services

Business Debtor - "375 POTTERTON LTD."

Search Date and Time:

April 2, 2025 at 7:50:05 am Pacific time

Account Name:

MCCARTHY TETRAULT LLP

Folio Number: 065093-589575

TABLE OF CONTENTS

2 Matches in 2 Registrations in Report

Exact Matches: 2 (*)

Total Search Report Pages: 9

	Base Registration	Base Registration Debtor Name Date	Page
1	<u>575825N</u>	March 4, 2022 * 375 POTTERTON LTD	2
2	<u>576120N</u>	March 4, 2022 * 375 POTTERTON LTD.	5



BC Registries and Online Services

Base Registration Number: 575825N

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

March 4, 2022 at 10:24:53 am Pacific time

Current Expiry Date and Time:

March 4, 2027 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:50:05 am Pacific time)

Secured Party Information

NATIONAL BANK OF CANADA

Address

2900 – 475 HOWE STREET VANCOUVER BC V6C 2B3 Canada





BC Registries and Online Services

Debtor Information

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED

PARTNERSHIP

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

8826 JIM BAILEY LTD

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

375 POTTERTON LTD

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

GENESIS MANNA HOLDING LTD

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

ALLION HOLDINGS LTD

Address

#1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

Vehicle Collateral



BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED GOODS, 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 PROPERTIES LOCATED AT:

(I) 8826 JIM BAILEY CRESCENT, KELOWNA, BC AND LEGALLY DESCRIBED AS PID: 024-666-947, LOT 6 SECTION 2 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN KAP65805; AND (II) 375 POTTERTON ROAD, KELOWNA, BC AND LEGALLY DESCRIBED AS PID: 023-839-171, LOT D SECTION 2 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN KAP59703;

ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, SUBSTITUTIONS, CROPS, LICENCES, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

Original Registering Party

BORDEN LADNER GERVAIS LLP (VANCOUVER)

Address

BOX 48600 1200 WATERFRONT CENTRE 200 BURRARD STREET VANCOUVER BC V7X 1T2 Canada





BC Registries and Online Services

Base Registration Number: 576120N

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

March 4, 2022 at 11:25:21 am Pacific time

Current Expiry Date and Time:

March 4, 2027 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:50:05 am Pacific time)

Secured Party Information

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Address

199 BAY STREET, SUITE 1900 COMMERCE COURT WEST, P.O. BOX 271

TORONTO ON M5L 1E9 Canada





BC Registries and Online Services

Debtor Information

8826 JIM BAILEY LTD.

Address

19TH FLOOR, 885 WEST GEORGIA

STREET

VANCOUVER BC V6C 3H4 Canada

375 POTTERTON LTD.

Address

19TH FLOOR, 885 WEST GEORGIA

STREET

VANCOUVER BC V6C 3H4 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED

(VALUE-ADD) LIMII PARTNERSHIP **Address**

19TH FLOOR, 885 WEST GEORGIA

STREET

VANCOUVER BC V6C 3H4 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP.

Address

19TH FLOOR, 885 WEST GEORGIA

STREET

VANCOUVER BC V6C 3H4 Canada

Vehicle Collateral



BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL PRESENTLY OWNED AND HEREAFTER ACQUIRED RIGHT, TITLE AND INTEREST OF EACH DEBTOR IN AND TO ALL GOODS (INCLUDING ALL ACCESSORIES, ATTACHMENTS, ADDITIONS AND ACCESSIONS THERETO), CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, LICENCES, MONEY AND INVESTMENT PROPERTY NOW OR HEREAFTER SITUATE UPON, AFFIXED TO, USED IN CONNECTION WITH, PERTAINING TO OR ARISING OUT OF THOSE LANDS AND PREMISES AS FOLLOWS:

8826 JIM BAILEY CRESCENT, KELOWNA, BC PID: 024-666-947 LOT 6 SECTION 2 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN KAP65805

375 POTTERTON ROAD, KELOWNA, BC PID: 023-839-171 LOT D SECTION 2 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN KAP59703

(THE "LANDS") (AS SUCH LEGAL DESCRIPTION MAY BE MODIFIED AS A CONSEQUENCE OF SUBDIVISION, CONSOLIDATION, STRATIFICATION OR OTHER MODIFICATION TO THE WHOLE OR ANY PORTION OF THE LANDS).

ALL OF THE DEBTORS' RIGHT, TITLE AND INTEREST IN AND TO ALL INTEREST, PROJECT OR CONTINGENCY RESERVES, DEPOSITS OR ACCOUNTS ESTABLISHED OR HELD BY OR ON BEHALF OF THE SECURED PARTY IN RESPECT OF LOANS AND/OR CREDIT FACILITIES EXTENDED BY THE SECURED PARTY, AND ALL FUNDS IN SUCH RESERVES, DEPOSITS OR ACCOUNTS, AND ALL INTEREST, IF ANY, ACCRUED THEREON.

PROCEEDS: ANY AND ALL "GOODS", "INTANGIBLES", "CHATTEL PAPER", "DOCUMENTS OF TITLE", "INSTRUMENTS", "MONEY" AND "INVESTMENT PROPERTY" (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA) AS AMENDED OR REPLACED FROM TIME TO TIME) CONSTITUTING PROCEEDS OF ANY OR ALL OF THE FOREGOING COLLATERAL, INCLUDING PROCEEDS OF





BC Registries and Online Services

PROCEEDS.

THE FULL ADDRESS OF THE SECURED PARTY IS 77 KING STREET WEST, TD CENTRE, TD NORTH TOWER, SUITE 4120, TORONTO ON M5K 1G8

Original Registering Party

LAWSON LUNDELL

Address

925 WEST GEORGIA STREET SUITE 1600 VANCOUVER BC V6C 3L2 Canada





BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT - SECURED PARTIES AMENDED

Registration Date and Time:

•

Registration Number:

879101N

Description:

Secured Party Information

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Address

ADDRESS CHANGED

199 BAY STREET, SUITE 1900

COMMERCE COURT WEST, P.O. BOX 271

July 25, 2022 at 10:38:19 am Pacific time

TORONTO ON M5L 1E9 Canada

Registering Party Information

LAWSON LUNDELL

Address

925 WEST GEORGIA STREET

SUITE 1600 VANCOUVER BC V6C 3L2 Canada



This is **Exhibit "E"** referred to in **Affidavit #2** of **Susan Danielisz**, sworn before me at Vancouver, British Columbia, this 25th day of April, 2025.

A Commissioner for taking Affidavits for British Columbia



BC Registries and Online Services

Business Debtor - "GENESIS MANNA HOLDING LTD."

Search Date and Time:

April 2, 2025 at 7:50:47 am Pacific time

Account Name:

MCCARTHY TETRAULT LLP

Folio Number:

065093-589575

TABLE OF CONTENTS

7 Matches in 7 Registrations in Report

Exact Matches: 7 (*)

Total Search Report Pages: 22

	Base Registration	Base Registration Date	Debtor Name	Page
1	<u>048780N</u>	June 17, 2021	* GENESIS MANNA HOLDING LTD.	<u>2</u>
2	<u>048795N</u>	June 17, 2021	* GENESIS MANNA HOLDING LTD.	5
3	<u>575825N</u>	March 4, 2022	* GENESIS MANNA HOLDING LTD	<u>8</u>
4	<u>576224N</u>	March 4, 2022	* GENESIS MANNA HOLDING LTD.	11
5	496872P	April 26, 2023	* GENESIS MANNA HOLDING LTD.	<u>15</u>
6	<u>166743Q</u>	January 31, 2024	* GENESIS MANNA HOLDING LTD.	17
7	<u>854645Q</u>	December 31, 2024	* GENESIS MANNA HOLDING LTD.	19



BC Registries and Online Services

Base Registration Number: 048780N

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

June 17, 2021 at 9:37:21 am Pacific time

Current Expiry Date and Time:

June 17, 2026 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:50:47 am Pacific time)

Secured Party Information

PROSPERA CREDIT UNION - CBC CENTRAL

Address

32071 SOUTH FRASER WAY, #103

ABBOTSFORD BC V2S 1W3 Canada





BC Registries and Online Services

Debtor Information

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED

PARTNERSHIP

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

13799 COMMERCE PARKWAY

HOLDINGS LTD.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

GENESIS MANNA HOLDING LTD.

Address

N208 - 5811 COONEY ROAD

RICHMOND BC V6X 0S7 Canada

ALLION HOLDINGS LTD.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

WEI, YUAN HONG

Address

Birthdate

N208 - 5811 COONEY ROAD

RICHMOND BC V6X 0S7 Canada April 14, 1973

CHIANG, FA-KAI

Address

Birthdate

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada March 29, 1991

Vehicle Collateral





BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL PRESENTLY OWNED OR HEREAFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTORS NOW OR HEREAFTER SITUATE UPON THOSE LANDS AND PREMISES LOCATED AT 13799 COMMERCE PARKWAY, RICHMOND, BC, BEING LEGALLY DESCRIBED AS PID: 017-374-782 LOT \B\ SECTION 5 BLOCK 4 NORTH RANGE 5 WEST AND SECTION 32 BLOCK 5 NORTH RANGE 5 WEST NWD PLAN LMP572 ,INCLUDING ALL TOOLS, APPARATUSES, MACHINERY, APPLIANCES, CABINETS, FURNITURE AND CHATTELS, ALL AIR-CONDITIONING, HEATING, VENTILATING, ELECTRICAL, MECHANICAL, PLUMBING, COMMUNICATIONS AND DATA SYSTEMS, APPURTENANCES, EQUIPMENT, ALL ELEVATORS, ESCALATORS AND OTHER CONVEYANCING DEVICES, ALL BOILERS, FURNACES, CARPETS, BLINDS, WINDOW, COVERINGS, CURTAINS, DRAPES, LIGHTING FIXTURES, DOORS, WINDOWS, WIRING PIPES AND CONDUITS (COLLECTIVELY REFERRED TO AS THE \COLLATERAL\) AND ALL PROCEEDS, CASH AND NON-CASH, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE COLLATERAL OR PROCEEDS THEREOF, AND, WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, TRADE-IN GOODS, ACCOUNTS, RECEIVABLE, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, INVESTMENT PROPERTY, AND RIGHTS TO INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OF OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Original Registering Party

WATERSTONE LAW GROUP LLP

Address

202 - 32625 SOUTH FRASER WAY ABBOTSFORD BC V2T 1X8 Canada





BC Registries and Online Services

Base Registration Number: 048795N

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

June 17, 2021 at 9:41:20 am Pacific time

Current Expiry Date and Time:

June 17, 2026 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:50:47 am Pacific time)

Secured Party Information

PROSPERA CREDIT UNION - CBC CENTRAL

Address

32071 SOUTH FRASER WAY, #103

ABBOTSFORD BC V2S 1W3 Canada





BC Registries and Online Services

Debtor Information

13799 COMMERCE PARKWAY HOLDINGS LTD.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

GENESIS MANNA HOLDING LTD.

Address

N208 - 5811 COONEY ROAD

RICHMOND BC V6X 0S7 Canada

ALLION HOLDINGS LTD.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

WEI, YUAN HONG

Address

Birthdate

N208 - 5811 COONEY ROAD

RICHMOND BC V6X 0S7 Canada April 14, 1973

CHIANG, FA-KAI

Address

Birthdate

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada March 29, 1991

Vehicle Collateral



BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL DEBTS, ACCOUNTS, CLAIMS, MONIES, DEMANDS AND CHOSES IN ACTION WHICH ARE NOW, OR WHICH MAY AT ANY TIME HEREAFTER BECOME DUE AND OWING TO ANY OF THE DEBTORS FROM MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED PARTNERSHIP.

Original Registering Party

WATERSTONE LAW GROUP LLP

Address

202 - 32625 SOUTH FRASER WAY ABBOTSFORD BC V2T 1X8 Canada





BC Registries and Online Services

Base Registration Number: 575825N

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

March 4, 2022 at 10:24:53 am Pacific time

Current Expiry Date and Time:

March 4, 2027 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:50:47 am Pacific time)

Secured Party Information

NATIONAL BANK OF CANADA

Address

2900 – 475 HOWE STREET VANCOUVER BC V6C 2B3 Canada





BC Registries and Online Services

Debtor Information

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED

PARTNERSHÍP

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

MANNA INDUSTRIAL FUND

(VALUE-ADD) GP CORP

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

8826 JIM BAILEY LTD

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

375 POTTERTON LTD

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

GENESIS MANNA HOLDING LTD

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

ALLION HOLDINGS LTD

Address

#1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

Vehicle Collateral



BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED GOODS, 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 PROPERTIES LOCATED AT:

(I) 8826 JIM BAILEY CRESCENT, KELOWNA, BC AND LEGALLY DESCRIBED AS PID: 024-666-947, LOT 6 SECTION 2 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN KAP65805; AND (II) 375 POTTERTON ROAD, KELOWNA, BC AND LEGALLY DESCRIBED AS PID: 023-839-171, LOT D SECTION 2 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN KAP59703;

ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, SUBSTITUTIONS, CROPS, LICENCES, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

Original Registering Party

BORDEN LADNER GERVAIS LLP (VANCOUVER)

Address

BOX 48600 1200 WATERFRONT CENTRE 200 BURRARD STREET VANCOUVER BC V7X 1T2 Canada





BC Registries and Online Services

Base Registration Number: 576224N

Registration Description: PPSA SECURITY AGREEMENT

Act: PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time: March 4, 2022 at 11:48:03 am Pacific time

Current Expiry Date and Time: March 4, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)

Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:50:47 am Pacific time)

Secured Party Information

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Address

199 BAY STREET, SUITE 1900 COMMERCE COURT WEST, P.O. BOX 271 TORONTO ON M5L 1E9 Canada





BC Registries and Online Services

Debtor Information

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED

PARTNERSHÍP

Address

19TH FLOOR, 885 WEST GEORGIA

STREET

VANCOUVER BC V6C 3H4 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP.

Address

19TH FLOOR, 885 WEST GEORGIA

STREET

VANCOUVER BC V6C 3H4 Canada

GENESIS MANNA HOLDING LTD.

Address

25 - 7288 HEATHER STREET

RICHMOND BC V6Y 4L4 Canada

ALLION HOLDINGS LTD.

Address

C/O RAWINSON & HUNTER LIMITED

WOODBOURNE HALL ROAD TOWN, TORTOLA VG1110 Virgin Islands, British

CHIANG, FA-KAI

Address

Birthdate

9611 DEAGLE ROAD RICHMOND BC

V7A 1P7 Canada

March 29, 1991

CHIANG, MICHAEL

Address

Birthdate

9611 DEAGLE ROAD RICHMOND BC

V7A 1P7 Canada

March 29, 1991

WEI, YUAN HONG

Address

Birthdate

25 - 7288 HEATHER STREET

RICHMOND BC V6Y 4L4 Canada April 14, 1973





BC Registries and Online Services

WEI, NANCY

Address

Birthdate April 14, 1973

25 - 7288 HEATHER STREET RICHMOND BC V6Y 4L4 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF EITHER OF 8826 JIM BAILEY LTD. AND 375 POTTERTON LTD. TO ANY OF THE DEBTORS.

PROCEEDS: ANY AND ALL "GOODS", "INTANGIBLES", "CHATTEL PAPER", "DOCUMENTS OF TITLE", "INSTRUMENTS", "MONEY" AND "INVESTMENT PROPERTY" (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA) AS AMENDED OR REPLACED FROM TIME TO TIME) CONSTITUTING PROCEEDS OF ANY OR ALL OF THE FOREGOING COLLATERAL, INCLUDING PROCEEDS OF PROCEEDS.

THE FULL ADDRESS OF THE SECURED PARTY IS 77 KING STREET WEST, TD CENTRE, TD NORTH TOWER, SUITE 4120, TORONTO ON M5K 1G8

Original Registering Party

LAWSON LUNDELL

Address

925 WEST GEORGIA STREET SUITE 1600 VANCOUVER BC V6C 3L2 Canada





BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT - SECURED PARTIES AMENDED

Registration Date and Time:

July 25, 2022 at 10:41:05 am Pacific time

Registration Number:

879111N

Description:

Secured Party Information

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Address

ADDRESS CHANGED

199 BAY STREET, SUITE 1900

COMMERCE COURT WEST, P.O. BOX 271

TORONTO ON M5L 1E9 Canada

Registering Party Information

LAWSON LUNDELL

Address

925 WEST GEORGIA STREET

SUITE 1600 VANCOUVER BC V6C 3L2 Canada





BC Registries and Online Services

Base Registration Number: 496872P

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

April 26, 2023 at 9:49:24 am Pacific time

Current Expiry Date and Time:

April 26, 2028 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:50:47 am Pacific time)

Secured Party Information

DOMAIN MORTGAGE CORP.

Address

1040 WEST GEORGIA ST., SUITE 1100

VANCOUVER BC V6E 4H1 Canada

Debtor Information

ALLION HOLDINGS LTD.

Address

27TH FLOOR, 595 BURRARD STREET,

VANCOUVER BC V7X 1J2 Canada

GENESIS MANNA HOLDING LTD.

Address

25 - 7288 HEATHER STREET

RICHMOND BC V6Y 4L4 Canada

Vehicle Collateral





BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP. TO EITHER OF THE DEBTORS.

PROCEEDS: ANY AND ALL "GOODS", "INTANGIBLES", "CHATTEL PAPER", "DOCUMENTS OF TITLE", "INSTRUMENTS", "MONEY" AND "INVESTMENT PROPERTY" (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA) AS AMENDED OR REPLACED FROM TIME TO TIME) CONSTITUTING PROCEEDS OF ANY OR ALL OF THE FOREGOING COLLATERAL, INCLUDING PROCEEDS OF PROCEEDS.

Original Registering Party

LAWSON LUNDELL

Address

925 WEST GEORGIA STREET SUITE 1600 VANCOUVER BC V6C 3L2 Canada





BC Registries and Online Services

Base Registration Number: 166743Q

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

January 31, 2024 at 9:16:31 pm Pacific time

Current Expiry Date and Time:

January 31, 2029 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:50:47 am Pacific time)

Secured Party Information

ALLION HOLDINGS LTD.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

CHIANG, FA-KAI

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

Debtor Information

GENESIS MANNA HOLDING LTD.

Address

SOUTH 207, 5811 COONEY ROAD

RICHMOND BC V6X 3M1 Canada

Vehicle Collateral





BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND ACQUIRED-ACQUIRED PERSONAL PROPERTY, AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND.

ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, SUBSTITUTIONS, CROPS, LICENSES, TRADE INS, INSURANCE PROCEEDS, AND ANY OTHER FORM OF PROCEEDS.

ALL OF THE DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO: (A) ALL SECURITIES OF MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP., MANNA INDUSTRIAL REAL ESTATE MANAGEMENT CORP. AND MANNA INDUSTRIAL 50 PRECIDIO CORP. AND SECURITY ENTITLEMENTS RELATING TO EACH OF THE FOREGOING IN WHICH THE DEBTOR NOW OR IN THE FUTURE HAS ANY RIGHT. TITLE OR INTEREST (COLLECTIVELY, THE "PLEDGED PROPERTY"), (B) ALL CERTIFICATES AND INSTRUMENTS EVIDENCING OR REPRESENTING THE PLEDGED PROPERTY, (C) ALL INTEREST, DIVIDENDS AND DISTRIBUTIONS (WHETHER IN CASH, KIND OR STOCK) RECEIVED OR RECEIVABLE UPON OR WITH RESPECT TO ANY OF THE PLEDGED PROPERTY AND ALL MONEYS OR OTHER PROPERTY PAYABLE OR PAID ON ACCOUNT OF ANY RETURN OR REPAYMENT OF CAPITAL WITH RESPECT TO ANY OF THE PLEDGED PROPERTY OR OTHERWISE DISTRIBUTED WITH RESPECT THERETO OR WHICH WILL IN ANY WAY BE CHARGED TO, OR PAYABLE OR PAID OUT OF, THE RESPECTIVE CAPITAL OF EACH OF MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP., MANNA INDUSTRIAL REAL ESTATE MANAGEMENT CORP. AND MANNA INDUSTRIAL 50 PRECIDIO CORP. ON ACCOUNT OF ANY SUCH PLEDGED PROPERTY, (D) ALL OTHER PROPERTY THAT MAY AT ANY TIME BE RECEIVED OR RECEIVABLE BY OR OTHERWISE DISTRIBUTED TO THE DEBTOR WITH RESPECT TO, OR IN SUBSTITUTION FOR, OR IN EXCHANGE OR REPLACEMENT FOR, ANY OF THE FOREGOING, AND (E) ALL PROCEEDS OF ANY OF THE FOREGOING.

Original Registering Party

MOGAN DANIELS SLAGER LLP

Address

700 – 1155 WEST PENDER STREET VANCOUVER BC V6E 2P4 Canada





BC Registries and Online Services

Base Registration Number: 854645Q

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

December 31, 2024 at 10:10:15 am Pacific time

Current Expiry Date and Time:

December 31, 2026 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:50:47 am Pacific time)

Secured Party Information

13531953 CANADA INC

Address

108-7181 WOODBINE AVE MARKHAM ON

L3R 1A3 Canada



BC Registries and Online Services

Debtor Information

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED

PARTNERSHIP

Address

1900-885 GEORGIA ST W

VANCOUVER BC V6C 3H4 Canada

MANNA INDUSTRIAL BRAMPTON

LIMITED PARTNERSHIP

Address

199 BAY STREET **SUITE 4000** TORONTO ON M5L 1A9 Canada

13799 COMMERCE PARKWAY HOLDINGS LTD.

Address

1900-885 GEORGIA ST W

VANCOUVER BC V6C 3H4 Canada

GENESIS MANNA HOLDING LTD.

Address

208-5811 COONEY RD RICHMOND BC V6X 3M1 Canada

WEI, YUAN HONG

Address

Birthdate

208-5811 COONEY RD RICHMOND BC V6X 3M1 Canada

Vehicle Collateral



BC Registries and Online Services

General Collateral

March 3, 2025 at 7:00:07 pm Pacific time

DELETED

All of the present and after acquired personal property of the Debtor, or any of them, now or hereafter located at, arising from, used in connection with or relating to those lands and premises with the following civic addresses and legal descriptions:

Parcel Identifier: 003-506-801

Lot 5 Except: Firstly: Part Subdivided By Plan 39059 and Secondly: Part Dedicated Road on Plan LMP35391, Section 18 and 19 Block 5 North Range West New Westminster District Plan 16213

And in all proceeds and renewals thereof, accretions thereto, and substitutions thereof, in each case.

Base Registration General Collateral:

ALL OF THE PRESENT AND AFTER-ACQUIRED GOODS (INCLUDING FIXTURES, EQUIPMENT AND INVENTORY), INVESTMENT PROPERTIES, INSTRUMENTS, CHATTEL PAPER, DOCUMENTS OF TITLE, MONEY AND INTANGIBLES (INCLUDING CONTRACTS, PLANS, SPECIFICATIONS, AND ACCOUNTS) OF THE DEBTORS, AND EACH OF THEM, NOW OR HEREAFTER, WHEREVER SITUATE AT, AND ALL PROCEEDS THEREOF THAT ARE GOODS, INTANGIBLES, INVESTMENT PROPERTIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS OR MONEY (TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA HAVE THOSE DEFINED MEANINGS).

Original Registering Party

SHAWN ZHANG LAW CORPORATION

Address

21209 93 AVE LANGLEY BC V1M 1M5 Canada





BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time:

March 3, 2025 at 7:00:07 pm Pacific time

Registration Number:

974006Q

Description:

General Collateral

March 3, 2025 at 7:00:07 pm Pacific time

DELETED

All of the present and after acquired personal property of the Debtor, or any of them, now or hereafter located at, arising from, used in connection with or relating to those lands and premises with the following civic addresses and legal descriptions:

Parcel Identifier: 003-506-801

Lot 5 Except: Firstly: Part Subdivided By Plan 39059 and Secondly: Part Dedicated Road on Plan LMP35391, Section 18 and 19 Block 5 North Range West New Westminster District Plan 16213

And in all proceeds and renewals thereof, accretions thereto, and substitutions thereof, in each case.

Debtor Information

VULCANRICH NOMINEE LTD.

Address

DELETED

1900-885 GEORGIA ST W VANCOUVER BC

V6C 3H4 Canada

Registering Party Information

BENNETT JONES LLP

Address

2500 - 666 BURRARD STREET

VANCOUVER BC V6C 2X8 Canada



This is **Exhibit "F"** referred to in **Affidavit #2** of **Susan Danielisz**, sworn before me at Vancouver, British Columbia, this 25th day of April, 2025.

A Commissioner for taking Affidavits for British Columbia



BC Registries and Online Services

Business Debtor - "ALLION HOLDINGS LTD."

Search Date and Time: Account Name:

April 2, 2025 at 7:51:39 am Pacific time

MCCARTHY TETRAULT LLP

Folio Number: 065093-589575

TABLE OF CONTENTS

14 Matches in 14 Registrations in Report

Exact Matches: 14 (*)

Total Search Report Pages: 54

	Base Registration	Base Registration Date	Debtor Name	Page
1	286687L	January 28, 2019	* ALLION HOLDINGS LTD.	3
2	<u>803167M</u>	March 2, 2021	* ALLION HOLDINGS LTD	7
3	<u>048780N</u>	June 17, 2021	* ALLION HOLDINGS LTD.	<u>12</u>
4	<u>048795N</u>	June 17, 2021	* ALLION HOLDINGS LTD.	15
5	<u>083316N</u>	July 2, 2021	* ALLION HOLDINGS LTD	18
6	<u>083323N</u>	July 2, 2021	* ALLION HOLDINGS LTD	23
7	<u>575825N</u>	March 4, 2022	* ALLION HOLDINGS LTD	28
8	<u>576224N</u>	March 4, 2022	* ALLION HOLDINGS LTD.	<u>31</u>
9	496872P	April 26, 2023	* ALLION HOLDINGS LTD.	<u>35</u>
10	277074Q	March 27, 2024	* ALLION HOLDINGS LTD.	<u>37</u>
11	<u>651241Q</u>	September 20, 2024	* ALLION HOLDINGS LTD.	<u>45</u>
12	<u>716994Q</u>	October 22, 2024	* ALLION HOLDINGS LTD.	<u>49</u>
13	<u>829361Q</u>	December 16, 2024	* ALLION HOLDINGS LTD.	<u>51</u>





BC Registries and Online Services

14 <u>829381Q</u> December 16, 2024 * **ALLION HOLDINGS LTD**. <u>53</u>



BC Registries and Online Services

Base Registration Number: 286687L

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

January 28, 2019 at 2:52:02 pm Pacific time

Current Expiry Date and Time:

January 28, 2029 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:51:39 am Pacific time)

Secured Party Information

FIRST COMMERCIAL BANK

Address

100 - 5611 COONEY ROAD RICHMOND BC V6X 3J6 Canada





BC Registries and Online Services

Debtor Information

#305 - 7468 LANSDOWNE HOLDINGS LTD.

Address

6235 - 4000 NO. 3 ROAD

RICHMOND BC V6X 0J8 Canada

ALLION HOLDINGS LTD.

Address

6235 - 4000 NO. 3 ROAD

RICHMOND BC V6X 0J8 Canada

CPOS HOLDING CORP.

Address

6235 - 4000 NO. 3 ROAD

RICHMOND BC V6X 0J8 Canada

CHIANG, FA-KAI

Address

9611 DEAGLE ROAD

RICHMOND BC V7A 1P7 Canada **Birthdate**

March 29, 1991

GUAN, XIU XIAN

Address

7551 BELAIR DRIVE RICHMOND BC

V7A AB7 Canada

Birthdate

June 22, 1974

GUAN, XIUXIAN

Address

7551 BELAIR DRIVE RICHMOND BC V7A 1B7 Canada Birthdate June 22, 1974

HUANG, YA-CHING

Address

9611 DEAGLE ROAD RICHMOND BC V7A 1P7 Canada **Birthdate**

August 6, 1962





BC Registries and Online Services

HUANG, YA CHING

Address

Birthdate

9611 DEAGLE ROAD RICHMOND BC

V7A 1P7 Canada

August 6, 1962

1097705 B.C. LTD.

Address

7551 BELAIR DRIVE RICHMOND BC V7A 1B7 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION, GOODS, EQUIPMENT, CHATTEL PAPER, MONEY, DOCUMENTS OF TITLE, INSTRUMENTS, SECURITIES, INVENTORY, PROCEEDS AND ALL INTANGIBLES INCLUDING, WITHOUT LIMITATION, LICENSES, ACCOUNTS, DEBTS, DUES, CLAIMS, CHOSES IN ACTION AND DEMANDS OF EVERY NATURE AND ,KIND WHICH ARE NOW OWNED BY OR DUE TO THE DEBTOR OR WHICH MAY HEREAFTER BE OWNED BY OR DUE TO THE DEBTOR AND ALL DEEDS, DOCUMENTS, WRITINGS, PAPERS, BOOKS OF ACCOUNT AND OTHER BOOKS RELATING TO OR BEING RECORDS OF THE ABOVE DESCRIBED PERSONAL PROPERTY AND THEIR PROCEEDS OR BY WHICH THE ABOVE DESCRIBED PERSONAL PROPERTY AND THEIR ,PROCEEDS ARE OR MAY HEREAFTER BE SECURED, EVIDENCED, ACKNOWLEDGED OR MADE PAYABLE AND ALL CONTRACTUAL RIGHTS AND INSURANCE CLAIMS RELATING TO THE ABOVE DESCRIBED PERSONAL PROPERTY.

Original Registering Party

CAMPBELL FROH MAY & RICE LLP

Address

200 5611 COONEY ROAD RICHMOND BC V6X 3J6 Canada



BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time:

December 6, 2023 at 7:55:29 am Pacific time

Registration Number:

952924P

Registration Life:

5 Years

New Expiration Date and Time:

January 28, 2029 at 11:59:59 pm Pacific time

Registering Party Information

D&H LIMITED PARTNERSHIP

Address

4126 NORLAND AVENUE, SUITE 201

BURNABY BC V5G 3S8 Canada

AMENDMENT

Registration Date and Time:

Registration Number:

_ ...

February 8, 2019 at 10:01:25 am Pacific time

309238L

Description:

1099705 B.C. LTD. IS DELETED AS A DEBTOR AND

REPLACED WITH 1097705 B.C. LTD.

Debtor Information

1097705 B.C. LTD.

(Formerly 1099705 B.C. LTD.)

NAME CHANGED

Address

7551 BELAIR DRIVE RICHMOND BC V7A 1B7 Canada

Registering Party Information

CAMPBELL FROH MAY & RICE LLP

Address

200 5611 COONEY ROAD

RICHMOND BC V6X 3J6 Canada



BC Registries and Online Services

Base Registration Number: 803167M

Registration Description: PPSA SECURITY AGREEMENT

Act: PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time: March 2, 2021 at 3:21:37 pm Pacific time

Current Expiry Date and Time: March 2, 2031 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:51:39 am Pacific time)

Secured Party Information

BCMP MORTGAGE INVESTMENT CORPORATION

Address

C/O 718-1177 WEST HASTINGS ST VANCOUVER BC V6E 2K3 Canada





BC Registries and Online Services

Debtor Information

UNION ALLIED CAPITAL CORPORATION

Address

C/O #1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

ZHENG, HONGBIN

Address

Birthdate

7700 BROADMOOR BOULEVARD

RICHMOND BC V7A 1A7 Canada

1189534 BC LTD

Address

C/O #1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

LIU, BING BING

Address

Birthdate

7840 BELAIR DRIVE RICHMOND BC V7A 1B8 Canada

1189537 BC LTD

Address

C/O #1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

CHEN, KAI LIN

Address

Birthdate

7840 BELAIR DRIVE RICHMOND BC V7A 1B8 Canada

1189538 BC LTD

Address

C/O #1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada



BC Registries and Online Services

CHEN, QIANG YING

Address

Birthdate

250-3631 NO. 3 ROAD RICHMOND BC V6X 2B9 Canada

1138193 BC LTD

Address

C/O #1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

CHEN, QIAO

Address

Birthdate

9940 DEAGLE ROAD RICHMOND BC V7A 1R2 Canada

1189535 BC LTD

Address

C/O #1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

JIANG, YI DONG

Address

Birthdate

7520 AFTON DRIVE RICHMOND BC V7A 1A3 Canada

JIANG, YIDONG

Address

Birthdate

7520 AFTON DRIVE RICHMOND BC V7A 1A3 Canada

1139170 BC LTD

Address

C/O #1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

GU, JI HUA

Address

Birthdate

4062 WEST 39TH AVENUE

VANCOUVER BC V6N 3B2 Canada January 6, 1988



BC Registries and Online Services

YARRA HOLDINGS CO LTD

Address

C/O #1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

HUANG, YA CHING

Address

Birthdate

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada August 6, 1962

1099146 BC LTD

Address

C/O #1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

GUAN, XIU XIAN

Address

Birthdate

7551 BELAIR DRIVE RICHMOND BC

V7A 1B7 Canada

June 22, 1974

GUAN, XIUXIAN

Address

Birthdate

7551 BELAIR DRIVE RICHMOND BC V7A 1B7 Canada June 22, 1974

1097705 BC LTD

Address

C/O #1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

CHIANG, FA-KAI

Address

Birthdate

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada March 29, 1991

CHIANG, MICHAEL

Address

Birthdate

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada March 29, 1991



BC Registries and Online Services

ALLION HOLDINGS LTD

Address

C/O #1115-8400 WEST ROAD RICHMOND BC V6X 0S7 Canada

Vehicle	Collatera	ı
---------	-----------	---

None

General Collateral

Base Registration General Collateral:

INTANGIBLES OF THE DEBTORS BEING ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, OF EVERY TYPE AND KIND WHICH ARE NOW OR MAY IN FUTURE BE DUE, OWING, ACCRUING OR GROWING DUE TO OR OWNED BY THE DEBTORS FROM 1287494 BC LTD, UAC (RIVERSIDE) GP CORP, UAC (RIVERSIDE) LIMITED PARTNERSHIP, OR EACH OR ANY ONE OF THEM AND ALL DEEDS, DOCUMENTS, WRITINGS, PAPERS, BOOKS OF ACCOUNT AND OTHER BOOKS RELATING TO OR BEING RECORDS OF THE INTANGIBLES OR THE PROCEEDS THEREOF OR BY WHICH THE INTANGIBLES OR THE PROCEEDS THEREOF ARE OR MAY HEREAFTER BE SECURED, EVIDENCED, ACKNOWLEDGED, OR ,MADE PAYABLE NOW OWNED OR HEREAFTER OWNED OR ACQUIRED BY OR ON BEHALF OF THE DEBTORS AND ALL MONEY HEREAFTER RECEIVED BY OR ON BEHALF OF THE DEBTORS IN PAYMENT OR SATISFACTION OF ANY ACCOUNTS OR DEBTS FORMING PART OR ALL OF THE INTANGIBLES. , PROCEEDS: ALL PROCEEDS INCLUDING, WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY AND FINANCIAL ASSETS. .. THE DEBTOR, YI DONG JIANG IS ALSO KNOWN AS YIDONG JIANG, AND YI DONG JIANG AND YIDONG JIANG ARE ONE AND THE SAME PERSON. . THE DEBTOR XIU XIAN GUAN IS ALSO KNOWN AS XIUXIAN GUAN, AND XIU XIAN GUAN AND XIUXIAN GUAN ARE ONE AND THE SAME , PERSON. . THE DEBTOR FA-KAI CHIANG IS ALSO KNOWN AS MICHAEL CHIANG, AND FA-KAI CHIANG AND MICHAEL CHIANG ARE ONE AND THE SAME PERSON.

Original Registering Party

NORTON ROSE FULBRIGHT CANADA LLP

Address

SUITE 1800-510 WEST GEORGIA ST VANCOUVER BC V6B 0M3 Canada



BC Registries and Online Services

Base Registration Number: 048780N

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

June 17, 2021 at 9:37:21 am Pacific time

Current Expiry Date and Time:

June 17, 2026 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:51:39 am Pacific time)

Secured Party Information

PROSPERA CREDIT UNION - CBC CENTRAL

Address

32071 SOUTH FRASER WAY, #103 ABBOTSFORD BC

V2S 1W3 Canada



BC Registries and Online Services

Debtor Information

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED PARTNERSHIP **Address**

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

13799 COMMERCE PARKWAY HOLDINGS LTD.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

GENESIS MANNA HOLDING LTD.

Address

N208 - 5811 COONEY ROAD

RICHMOND BC V6X 0S7 Canada

ALLION HOLDINGS LTD.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

WEI, YUAN HONG

Address

Birthdate

N208 - 5811 COONEY ROAD

RICHMOND BC V6X 0S7 Canada April 14, 1973

CHIANG, FA-KAI

Address

Birthdate

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada March 29, 1991

Vehicle Collateral

None





BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL PRESENTLY OWNED OR HEREAFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTORS NOW OR HEREAFTER SITUATE UPON THOSE LANDS AND PREMISES LOCATED AT 13799 COMMERCE PARKWAY. RICHMOND, BC, BEING LEGALLY DESCRIBED AS PID: 017-374-782 LOT \B\ SECTION 5 BLOCK 4 NORTH RANGE 5 WEST AND SECTION 32 BLOCK 5 NORTH RANGE 5 WEST NWD PLAN LMP572 ,INCLUDING ALL TOOLS, APPARATUSES, MACHINERY, APPLIANCES, CABINETS, FURNITURE AND CHATTELS, ALL AIR-CONDITIONING, HEATING, VENTILATING, ELECTRICAL, MECHANICAL, PLUMBING, COMMUNICATIONS AND DATA SYSTEMS, APPURTENANCES, EQUIPMENT, ALL ELEVATORS, ESCALATORS AND OTHER CONVEYANCING DEVICES, ALL BOILERS, FURNACES, CARPETS, BLINDS, WINDOW, COVERINGS, CURTAINS, DRAPES, LIGHTING FIXTURES, DOORS, WINDOWS, WIRING PIPES AND CONDUITS (COLLECTIVELY REFERRED TO AS THE \COLLATERAL\) AND ALL PROCEEDS, CASH AND NON-CASH, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE COLLATERAL OR PROCEEDS THEREOF, AND, WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, TRADE-IN GOODS, ACCOUNTS, RECEIVABLE, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, INVESTMENT PROPERTY, AND RIGHTS TO INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OF OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Original Registering Party

WATERSTONE LAW GROUP LLP

Address

202 - 32625 SOUTH FRASER WAY ABBOTSFORD BC V2T 1X8 Canada





BC Registries and Online Services

Base Registration Number: 048795N

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

June 17, 2021 at 9:41:20 am Pacific time

Current Expiry Date and Time:

June 17, 2026 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:51:39 am Pacific time)

Secured Party Information

PROSPERA CREDIT UNION - CBC CENTRAL

Address

32071 SOUTH FRASER WAY, #103

ABBOTSFORD BC V2S 1W3 Canada



BC Registries and Online Services

Debtor Information

13799 COMMERCE PARKWAY HOLDINGS LTD.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

GENESIS MANNA HOLDING LTD.

Address

N208 - 5811 COONEY ROAD

RICHMOND BC V6X 0S7 Canada

ALLION HOLDINGS LTD.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada

WEI, YUAN HONG

Address

Birthdate

N208 - 5811 COONEY ROAD

RICHMOND BC V6X 0S7 Canada April 14, 1973

CHIANG, FA-KAI

Address

Birthdate

1115 - 8400 WEST ROAD

RICHMOND BC V7A 0S7 Canada March 29, 1991

Vehicle Collateral

None



BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL DEBTS, ACCOUNTS, CLAIMS, MONIES, DEMANDS AND CHOSES IN ACTION WHICH ARE NOW, OR WHICH MAY AT ANY TIME HEREAFTER BECOME DUE AND OWING TO ANY OF THE DEBTORS FROM MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED PARTNERSHIP.

Original Registering Party

WATERSTONE LAW GROUP LLP

Address

202 - 32625 SOUTH FRASER WAY ABBOTSFORD BC V2T 1X8 Canada





BC Registries and Online Services

Base Registration Number: 083316N

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

July 2, 2021 at 9:23:35 am Pacific time

Current Expiry Date and Time:

July 2, 2031 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:51:39 am Pacific time)

Secured Party Information

BCMP MORTGAGE INVESTMENT CORPORATION

Address

C/O 718 - 1177 W HASTINGS ST. VANCOUVER BC V6E 2K3 Canada





BC Registries and Online Services

Debtor Information

1189534 BC LTD

Address

C/O #1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

1189537 BC LTD

Address

C/O #1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

1189538 BC LTD

Address

C/O #1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

1138193 BC LTD

Address

C/O #1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

1189535 BC LTD

Address

C/O #1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

1139170 BC LTD

Address

C/O #1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

YARRA HOLDINGS CO LTD

Address

C/O #1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada



BC Registries and Online Services

1099146 BC LTD

Address

C/O #1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

1097705 BC LTD

Address

C/O #1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

ALLION HOLDINGS LTD

Address

C/O #1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

UAC (IMPACT PLAZA) LIMITED PARTNERSHIP

Address

C/O #1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

UAC (IMPACT PLAZA) GP CORP

Address

C/O #1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

Vehicle Collateral

None



BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL OF THE PRESENT AND AFTER ACQUIRED INTANGIBLES, SECURITIES AND INVESTMENT PROPERTY OF THE DEBTORS, DESCRIBED AS FOLLOWS: . 1. THE PLEDGED SECURITIES; ,2. ANY RIGHT, TITLE OR INTEREST, NOW OR IN THE FUTURE, OF ALL OR ANY ONE OR MORE OF THE DEBTORS IN AND TO THE PLEDGED SECURITIES; 3. ALL CERTIFICATES AND INSTRUMENTS EVIDENCING OR REPRESENTING THE PLEDGED SECURITIES; 4. ALL CERTIFICATES AND INSTRUMENTS EVIDENCING OR ,REPRESENTING A SUBDIVISION, CONSOLIDATION OR OTHER ADJUSTMENT IN THE PLEDGED SECURITIES; 5. ALL RELATED ASSETS: AND 6. ALL OTHER PROPERTY THAT MAY AT ANY TIME BE RECEIVED OR RECEIVABLE BY OR OTHERWISE DISTRIBUTED TO ALL OR ANY ONE OR , MORE OF THE DEBTORS IN RESPECT OF, OR IN SUBSTITUTION FOR, OR IN EXCHANGE OR REPLACEMENT FOR, ANY OF THE FOREGOING. . PROCEEDS: ALL PROCEEDS INCLUDING, WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY AND FINANCIAL ASSETS. . IN THIS GENERAL COLLATERAL DESCRIPTION: . \DEBTORS\ MEANS, COLLECTIVELY, 1189534 B.C. LTD., 1189537 B.C. LTD., 1189537 B.C. LTD., 1138193 B.C. LTD., 1189535 B.C. LTD., 1139170 B.C. LTD., YARRA HOLDINGS CO. LTD., 1099146 B.C. LTD., 1097705 B.C. LTD., ALLION HOLDINGS LTD., AND ,UAC (IMPACT PLAZA) LIMITED PARTNERSHIP . \GENERAL PARTNER\ MEANS UAC (IMPACT PLAZA) GP CORP. . \LIMITED PARTNERSHIP\ MEANS UAC (IMPACT PLAZA) LIMITED , PARTNERSHIP. . \NOMINEE\ MEANS IMPACT PLAZA HOLDINGS INC. . \PLEDGED SECURITIES\ MEANS: .. (1) ALL OF THE SHARES IN THE CAPITAL OF THE GENERAL PARTNER OWNED NOW OR IN THE FUTURE BY ALLION HOLDINGS LTD. . (2) ALL OF THE SHARES IN THE CAPITAL OF THE NOMINEE OWNED NOW OR IN THE FUTURE BY THE LIMITED PARTNERSHIP... (3) ALL OF THE CLASS A LIMITED. PARTNERSHIP UNITS OF THE LIMITED PARTNERSHIP OWNED NOW OR IN THE FUTURE BY EACH OF . .1189534 B.C. LTD., 1189537 B.C. LTD., 1189538 B.C. LTD., 1138193 B.C. LTD., 1189535 B.C. LTD., 1139170 B.C. LTD., YARRA HOLDINGS CO. LTD., 1099146 B.C. LTD., 1097705 B.C. LTD., AND ALLION HOLDINGS LTD., RESPECTIVELY., \RELATED ASSETS\ MEANS IN RESPECT OF ANY PLEDGED SECURITIES: (A) ALL PRESENT AND FUTURE DOCUMENTS, CERTIFICATES AND INSTRUMENTS WHICH CONFIRM OR EVIDENCE THE PLEDGED , SECURITIES, AND ANY RIGHTS TO SUBSCRIBE, RIGHTS TO VOTE, LIQUIDATING DIVIDENDS OR DISTRIBUTIONS, DISTRIBUTIONS OF INCOME, INCLUDING WITHOUT LIMITATION CASH DISTRIBUTIONS, PROFITS OR CAPITAL, STOCK DIVIDENDS, CASH DIVIDENDS, NEW SECURITIES OR OTHER INTEREST WHICH ALL OR ANY ONE OR MORE OF THE DEBTORS ARE ,OR MAY HEREAFTER BECOME ENTITLED TO RECEIVE ON ACCOUNT OF ANY OF THE PLEDGED SECURITIES WHETHER BY WAY OF (WITHOUT LIMITATION), SUBSCRIPTION, PURCHASE, CONSOLIDATION, SUBDIVISION, CONVERSION, EXCHANGE OR OTHERWISE; AND (B) ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY, FROM ANY DEALING WITH OR ANY PART OF THE PLEDGED SECURITIES, THE APPLICABLE ASSETS DESCRIBED IN THE FOREGOING CLAUSE (A) OR PROCEEDS THEREFROM. . THE GENERAL PARTNER IS INDICATED AS A DEBTOR IN THIS REGISTRATION, IN ITS CAPACITY AS THE GENERAL PARTNER OF THE LIMITED PARTNERSHIP. . (LOAN A)





BC Registries and Online Services

Original Registering Party

NORTON ROSE FULBRIGHT CANADA LLP

Address

SUITE 1800-510 WEST GEORGIA ST VANCOUVER BC V6B 0M3 Canada



BC Registries and Online Services

Base Registration Number: 083323N

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

July 2, 2021 at 9:26:50 am Pacific time

Current Expiry Date and Time:

July 2, 2031 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:51:39 am Pacific time)

Secured Party Information

BCMP MORTGAGE INVESTMENT CORPORATION

Address

C/O 718 - 1177 W HASTINGS ST. VANCOUVER BC

V6E 2K3 Canada



BC Registries and Online Services

Debtor Information

UNION ALLIED CAPITAL CORPORATION

Address

C/O #1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

1189534 BC LTD

Address

C/O #1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

1189537 BC LTD

Address

C/O #1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

1189538 BC LTD

Address

C/O #1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

1138193 BC LTD

Address

C/O #1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

1189535 BC LTD

Address

C/O #1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

1139170 BC LTD

Address

C/O #1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada



BC Registries and Online Services

YARRA HOLDINGS CO LTD

Address

C/O #1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

1099146 BC LTD

Address

C/O #1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

1097705 BC LTD

Address

C/O #1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

ALLION HOLDINGS LTD

Address

C/O #1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

ZHENG, HONGBIN

Address

7700 BROADMOOR BLVD

RICHMOND BC V7A 1A7 Canada October 9, 1966

Birthdate

LIU, BING BING

Address

Birthdate

7840 BELAIR DRIVE

RICHMOND BC Canada

August 29, 1972

CHEN, KAI LIN

Address

Birthdate

7611 BROADMOOR BLVD

RICHMOND BC V7A 1A8 Canada October 11, 1970

CHEN, QIANG YING

Address

Birthdate

7491 BELAIR DRIVE **RICHMOND BC**

V7A 1B7 Canada

March 26, 1971





BC Registries and Online Services

CHEN, QIAO	Address	Birthdate
	9940 DEAGLE ROAD RICHMOND BC V7A 1R2 Canada	July 14, 1973
JIANG, YI DONG	Address	Birthdate
	7520 AFTON DRIVE RICHMOND BC V7A 1A3 Canada	September 26, 1982
JIANG, YIDONG	Address	Birthdate
	7520 AFTON DRIVE RICHMOND BC V7A 1A3 Canada	September 26, 1982
GU, JI HUA	Address	Birthdate
	4062 W 39TH AVENUE VANCOUVER BC V6N 3B2 Canada	January 6, 1988
HUANG, YA CHING	Address	Birthdate
	9611 DEAGLE ROAD RICHMOND BC V7A 1P7 Canada	August 6, 1962
GUAN, XIU XIAN	Address	Birthdate
	7551 BELAIR DRIVE RICHMOND BC V7A 1B7 Canada	June 22, 1974
GUAN, XIUXIAN	Address	Birthdate
	7551 BELAIR DRIVE RICHMOND BC V7A 1B7 Canada	June 22, 1974
CHIANG, FA-KAI	Address	Birthdate
	9611 DEAGLE ROAD RICHMOND BC V7A 1P7 Canada	March 29, 1991



BC Registries and Online Services

CHIANG, MICHAEL

Address

Birthdate

9611 DEAGLE ROAD RICHMOND BC V7A 1P7 Canada March 29, 1991

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

INTANGIBLES OF THE DEBTORS BEING ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, OF EVERY TYPE AND KIND WHICH ARE NOW OR MAY IN FUTURE BE DUE, OWING, ACCRUING OR GROWING DUE TO OR OWNED BY THE DEBTORS FROM IMPACT PLAZA HOLDINGS INC., UAC (IMPACT PLAZA) GP CORP, UAC (IMPACT PLAZA), LIMITED PARTNERSHIP, OR EACH OR ANY ONE OF THEM AND ALL DEEDS, DOCUMENTS, WRITINGS, PAPERS, BOOKS OF ACCOUNT AND OTHER BOOKS RELATING TO OR BEING RECORDS OF THE INTANGIBLES OR THE PROCEEDS THEREOF OR BY WHICH THE INTANGIBLES OR THE PROCEEDS THEREOF ARE OR MAY HEREAFTER, BE SECURED, EVIDENCED, ACKNOWLEDGED, OR MADE PAYABLE NOW OWNED OR HEREAFTER OWNED OR ACQUIRED BY OR ON BEHALF OF THE DEBTORS AND ALL MONEY HEREAFTER RECEIVED BY OR ON BEHALF OF THE DEBTORS IN PAYMENT OR SATISFACTION OF ANY ACCOUNTS OR DEBTS FORMING PART OR ALL OF THE INTANGIBLES. ,. PROCEEDS: ALL PROCEEDS INCLUDING, WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY AND FINANCIAL ASSETS... THE DEBTOR, YI DONG JIANG IS ALSO KNOWN AS YIDONG JIANG, AND YI DONG JIANG AND YIDONG JIANG ARE ONE AND THE SAME PERSON. . THE DEBTOR XIU XIAN GUAN IS ALSO KNOWN AS XIUXIAN GUAN, AND XIU XIAN GUAN AND XIUXIAN GUAN ARE ONE AND THE SAME PERSON. . THE DEBTOR FA-KAI CHIANG IS ALSO KNOWN AS MICHAEL CHIANG, AND FA-KAI CHIANG AND MICHAEL CHIANG ARE ONE AND THE ,SAME PERSON... (LOAN A)

Original Registering Party

NORTON ROSE FULBRIGHT CANADA LLP

Address

SUITE 1800-510 WEST GEORGIA ST VANCOUVER BC V6B 0M3 Canada





BC Registries and Online Services

Base Registration Number: 575825N

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

March 4, 2022 at 10:24:53 am Pacific time

Current Expiry Date and Time:

March 4, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:51:39 am Pacific time)

Secured Party Information

NATIONAL BANK OF CANADA

Address

2900 – 475 HOWE STREET VANCOUVER BC V6C 2B3 Canada





BC Registries and Online Services

Debtor Information

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED

PARTNERSHIP

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

8826 JIM BAILEY LTD

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

375 POTTERTON LTD

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

GENESIS MANNA HOLDING LTD

Address

#1115-8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

ALLION HOLDINGS LTD

Address

#1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

Vehicle Collateral

None





BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED GOODS, 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 PROPERTIES LOCATED AT:

(I) 8826 JIM BAILEY CRESCENT, KELOWNA, BC AND LEGALLY DESCRIBED AS PID: 024-666-947, LOT 6 SECTION 2 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN KAP65805; AND (II) 375 POTTERTON ROAD, KELOWNA, BC AND LEGALLY DESCRIBED AS PID: 023-839-171, LOT D SECTION 2 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN KAP59703;

ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, SUBSTITUTIONS, CROPS, LICENCES, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

Original Registering Party

BORDEN LADNER GERVAIS LLP (VANCOUVER)

Address

BOX 48600 1200 WATERFRONT CENTRE 200 BURRARD STREET VANCOUVER BC V7X 1T2 Canada





BC Registries and Online Services

Base Registration Number: 576224N

Registration Description: PPSA SECURITY AGREEMENT

Act: PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time: March 4, 2022 at 11:48:03 am Pacific time

Current Expiry Date and Time: March 4, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)

Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:51:39 am Pacific time)

Secured Party Information

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Address

199 BAY STREET, SUITE 1900 COMMERCE COURT WEST, P.O. BOX 271

TORONTO ON M5L 1E9 Canada



BC Registries and Online Services

Debtor Information

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED

PARTNERSHIP

Address

19TH FLOOR, 885 WEST GEORGIA

STREET

VANCOUVER BC V6C 3H4 Canada

MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP.

Address

19TH FLOOR, 885 WEST GEORGIA

STREET

VANCOUVER BC V6C 3H4 Canada

GENESIS MANNA HOLDING LTD.

Address

25 - 7288 HEATHER STREET

RICHMOND BC V6Y 4L4 Canada

ALLION HOLDINGS LTD.

Address

C/O RAWINSON & HUNTER LIMITED

WOODBOURNE HALL ROAD TOWN, TORTOLA

VG1110 Virgin Islands, British

CHIANG, FA-KAI

Address

Birthdate

9611 DEAGLE ROAD RICHMOND BC

V7A 1P7 Canada

March 29, 1991

CHIANG, MICHAEL

Address

Birthdate

9611 DEAGLE ROAD

RICHMOND BC V7A 1P7 Canada March 29, 1991

WEI, YUAN HONG

Address

Birthdate

25 - 7288 HEATHER STREET

RICHMOND BC V6Y 4L4 Canada April 14, 1973



BC Registries and Online Services

WEI, NANCY

Address

25 - 7288 HEATHER STREET RICHMOND BC V6Y 4L4 Canada **Birthdate**

April 14, 1973

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF EITHER OF 8826 JIM BAILEY LTD. AND 375 POTTERTON LTD. TO ANY OF THE DEBTORS.

PROCEEDS: ANY AND ALL "GOODS", "INTANGIBLES", "CHATTEL PAPER", "DOCUMENTS OF TITLE", "INSTRUMENTS", "MONEY" AND "INVESTMENT PROPERTY" (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA) AS AMENDED OR REPLACED FROM TIME TO TIME) CONSTITUTING PROCEEDS OF ANY OR ALL OF THE FOREGOING COLLATERAL, INCLUDING PROCEEDS OF PROCEEDS.

THE FULL ADDRESS OF THE SECURED PARTY IS 77 KING STREET WEST, TD CENTRE, TD NORTH TOWER, SUITE 4120, TORONTO ON M5K 1G8

Original Registering Party

LAWSON LUNDELL

Address

925 WEST GEORGIA STREET SUITE 1600 VANCOUVER BC V6C 3L2 Canada



BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT - SECURED PARTIES AMENDED

Registration Date and Time:

July 25, 2022 at 10:41:05 am Pacific time

Registration Number:

879111N

Description:

Secured Party Information

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Address

ADDRESS CHANGED

199 BAY STREET, SUITE 1900

COMMERCE COURT WEST, P.O. BOX 271

TORONTO ON M5L 1E9 Canada

Registering Party Information

LAWSON LUNDELL

Address

925 WEST GEORGIA STREET

SUITE 1600 VANCOUVER BC V6C 3L2 Canada



BC Registries and Online Services

Base Registration Number: 496872P

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

April 26, 2023 at 9:49:24 am Pacific time

Current Expiry Date and Time:

April 26, 2028 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:51:39 am Pacific time)

Secured Party Information

DOMAIN MORTGAGE CORP.

Address

1040 WEST GEORGIA ST., SUITE 1100

VANCOUVER BC V6E 4H1 Canada

Debtor Information

ALLION HOLDINGS LTD.

Address

27TH FLOOR, 595 BURRARD STREET,

VANCOUVER BC V7X 1J2 Canada

GENESIS MANNA HOLDING LTD.

Address

25 - 7288 HEATHER STREET

RICHMOND BC V6Y 4L4 Canada

Vehicle Collateral

None





BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP. TO EITHER OF THE DEBTORS.

PROCEEDS: ANY AND ALL "GOODS", "INTANGIBLES", "CHATTEL PAPER", "DOCUMENTS OF TITLE", "INSTRUMENTS", "MONEY" AND "INVESTMENT PROPERTY" (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA) AS AMENDED OR REPLACED FROM TIME TO TIME) CONSTITUTING PROCEEDS OF ANY OR ALL OF THE FOREGOING COLLATERAL, INCLUDING PROCEEDS OF PROCEEDS.

Original Registering Party

LAWSON LUNDELL

Address

925 WEST GEORGIA STREET SUITE 1600 VANCOUVER BC V6C 3L2 Canada





BC Registries and Online Services

Base Registration Number: 277074Q

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

March 27, 2024 at 12:55:46 pm Pacific time

Current Expiry Date and Time:

March 27, 2027 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:51:39 am Pacific time)

Secured Party Information

SHAPE CAPITAL CORP.

Address

2020 ONE BENTALL CENTRE, BOX 206

505 BURRARD STREET

VANCOUVER BC V7X 1M6 Canada

KOFFMAN KALEF LLP

Address

1900 - 885 W. GEORGIA STREET

VANCOUVER BC V6C 3H4 Canada



BC Registries and Online Services

Debtor Information

UNION ALLIED CAPITAL CORPORATION

Address

1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

ALLION HOLDINGS LTD.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

CHIANG, FA-KAI (MICHAEL)

Address

Birthdate

1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada March 29, 1991 ·

CHIANG, FA-KAI

Address

Birthdate

1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada March 29, 1991

CHIANG, MICHAEL

Address

Birthdate

1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada March 29, 1991

CHIANG, FA-KAI MICHAEL

Address

Birthdate

1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada March 29, 1991

Vehicle Collateral

None



BC Registries and Online Services

General Collateral

September 19, 2024 at 9:21:58 am Pacific time

DELETED

Partial Release of Base Registration number 277074Q as it relates to the lands legally described as Parcel Identifier: 029-191-092 Strata Lot 48 Section 32 Block 4 North Range 6 West New Westminster District Strata Plan EPS912

September 4, 2024 at 3:50:10 pm Pacific time

DELETED

Partial Release of Base Registration number 277074Q as it relates to the lands legally described as Parcel Identifier: 029-190-711 Strata Lot 10 Section 32 Block 4 North Range 6 West New Westminster District Strata Plan EPS912

August 20, 2024 at 12:31:56 pm Pacific time

DELETED

Partial Release of Base Registration number 277074Q as it relates to the lands legally described as Parcel Identifier: 029-190-991 Strata Lot 38 Section 32 Block 4 North Range 6 West New Westminster District Strata Plan EPS912

July 29, 2024 at 3:12:08 pm Pacific time

DELETED

Partial Release of Base Registration number 277074Q as it relates to the lands legally described as follows:

- 1. Parcel Identifier: 029-190-738 Strata Lot 12 Section 32 Block 4 North Range 6 West New Westminster District Strata Plan EPS912; and
- 2. Parcel Identifier: 029-190-762 Strata Lot 15 Section 32 Block 4 North Range 6 West New Westminster District Strata Plan EPS912.

June 14, 2024 at 3:12:33 pm Pacific time

DELETED





BC Registries and Online Services

Partial Release of Base Registration number 277074Q as it relates to the lands legally described as follows:

1.Parcel Identifier: 029-190-746 Strata Lot 13 Section 32 Block 4 North Range 6 West New Westminster District Strata Plan EPS912; and

2.Parcel Identifier: 029-190-720 Strata Lot 11 Section 32 Block 4 North Range 6 West New Westminster District Strata Plan EPS912

Base Registration General Collateral:

ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, DIRECT AND INDIRECT, OF CIRCA RESIDENCES LIMITED PARTNERSHIP, CIRCA RESIDENCES GP CORP. AND CIRCA RESIDENCES HOLDINGS LTD. TO EACH DEBTOR AND ALL PROCEEDS THEREOF THAT ARE GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (EACH AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO).

Original Registering Party

MCCARTHY TETRAULT LLP

Address

SUITE 2400 745 THURLOW STREET VANCOUVER BC V6E 0C5 Canada





BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT - COLLATERAL DELETED

Registration Date and Time:

September 19, 2024 at 9:21:58 am Pacific time

Registration Number:

648050Q

Description:

General Collateral

September 19, 2024 at 9:21:58 am Pacific time

DELETED

Partial Release of Base Registration number 277074Q as it relates to the lands legally described as Parcel Identifier: 029-191-092 Strata Lot 48 Section 32 Block 4 North Range 6 West New Westminster District Strata Plan EPS912

Registering Party Information

KOFFMAN KALEF LLP

Address

19TH FLOOR, 885 W GEORGIA ST

VANCOUVER BC V6C 3H4 Canada

AMENDMENT - COLLATERAL DELETED

Registration Date and Time:

September 4, 2024 at 3:50:10 pm Pacific time

Registration Number:

Description:

615720Q





BC Registries and Online Services

General Collateral

September 4, 2024 at 3:50:10 pm Pacific time

DELETED

Partial Release of Base Registration number 277074Q as it relates to the lands legally described as Parcel Identifier: 029-190-711 Strata Lot 10 Section 32 Block 4 North Range 6 West New Westminster District Strata Plan EPS912

Registering Party Information

KOFFMAN KALEF LLP

Address

19TH FLOOR, 885 W GEORGIA ST

VANCOUVER BC V6C 3H4 Canada

AMENDMENT - COLLATERAL DELETED

Registration Date and Time:

August 20, 2024 at 12:31:56 pm Pacific time

Registration Number:

583605Q

Description:

General Collateral

August 20, 2024 at 12:31:56 pm Pacific time

DELETED

Partial Release of Base Registration number 277074Q as it relates to the lands legally described as Parcel Identifier: 029-190-991 Strata Lot 38 Section 32 Block 4 North Range 6 West New Westminster District Strata Plan EPS912

Registering Party Information

KOFFMAN KALEF LLP

Address

19TH FLOOR, 885 W GEORGIA ST

VANCOUVER BC V6C 3H4 Canada





BC Registries and Online Services

AMENDMENT - COLLATERAL DELETED

Registration Date and Time:

July 29, 2024 at 3:12:08 pm Pacific time

Registration Number:

537939Q

Description:

General Collateral

July 29, 2024 at 3:12:08 pm Pacific time

DELETED

Partial Release of Base Registration number 277074Q as it relates to the lands legally described as follows:

- 1. Parcel Identifier: 029-190-738 Strata Lot 12 Section 32 Block 4 North Range 6 West New Westminster District Strata Plan EPS912; and
- 2. Parcel Identifier: 029-190-762 Strata Lot 15 Section 32 Block 4 North Range 6 West New Westminster District Strata Plan EPS912.

Registering Party Information

KOFFMAN KALEF LLP

Address

19TH FLOOR, 885 W GEORGIA ST

VANCOUVER BC V6C 3H4 Canada

AMENDMENT

Registration Date and Time:

June 14, 2024 at 3:12:33 pm Pacific time

Registration Number:

447346Q

Description:



BC Registries and Online Services

General Collateral

June 14, 2024 at 3:12:33 pm Pacific time

DELETED

Partial Release of Base Registration number 277074Q as it relates to the lands legally described as follows:

1.Parcel Identifier: 029-190-746 Strata Lot 13 Section 32 Block 4 North Range 6 West New Westminster District Strata Plan EPS912; and

2.Parcel Identifier: 029-190-720 Strata Lot 11 Section 32 Block 4 North Range 6 West New Westminster District Strata Plan EPS912

Secured Party Information

VA	CCR	ЛЛВІ	ΚΔΙ		I D
n.	FFIL	/	RAI	FF I	

ADDED

Address

1900 - 885 W. GEORGIA STREET VANCOUVER BC V6C 3H4 Canada

Registering Party Information

KOFFMAN KALEF LLP

Address

19TH FLOOR, 885 W GEORGIA ST VANCOUVER BC V6C 3H4 Canada





BC Registries and Online Services

Base Registration Number: 651241Q

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

September 20, 2024 at 11:42:51 am Pacific time

Current Expiry Date and Time:

September 20, 2034 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:51:39 am Pacific time)

Secured Party Information

COMPUTERSHARE TRUST COMPANY OF CANADA

Address

C/O MCAP FINANCIAL LIMITED PARTNERSHIP 200 KING STREET WEST, SUITE 400 TORONTO ON

M5H 3T4 Canada



BC Registries and Online Services

Debtor Information

8108 LANSDOWNE ROAD NOMINEE

CORP.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

GOLDEN FISH HOLDINGS CORP.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 Canada

ALLION HOLDINGS LTD.

Address

6331 UDY ROAD RICHMOND BC V7C 2X8 Canada

CHIANG, FA-KAI

Address

Birthdate

6331 UDY ROAD RICHMOND BC

V7C 2X8 Canada

March 29, 1991

ZHANG, YING JIAO

Address

Birthdate

6331 UDY ROAD RICHMOND BC

V7X 2X8 Canada

September 25,

1991

Vehicle Collateral

None



BC Registries and Online Services

General Collateral

Base Registration General Collateral:

MCAP Loan No. 24-8063-T00 and Loan No. 24-8063-T91

All present and after-acquired personal property and undertaking of the Debtors now owned or hereinafter owned or acquired by or on behalf of the Debtors relating, directly or indirectly, to and/or associated with, attached to, located at or used or purchased for use in connection with the those lands and premises civically known and being legally described as:

8108 Lansdowne Road, Richmond, BC
Parcel Identifier 031-325-858
Lot A Block 3 Section 4 Block 4 North Range 6 West New Westminster District Plan EPP105851

(the "Lands") including but not limited to all bank accounts related to the development built or to be built on the Lands and all monies held on deposit in conjunction therewith, all tools, apparatus, fixtures, plant machinery, stoves, fridges, washers, dryers, dishwashers and other appliances, vacuum systems, security systems, cabinets, furniture and chattels, all air-conditioning, heating, ventilation, electrical, mechanical, plumbing, communications and data systems, appurtenances, equipment, all elevators, escalators and other conveyancing devices, all boilers, furnaces, carpets, blinds, window coverings, curtains, drapes, lighting fixtures, doors, windows, wiring, pipes and conduits, accounts receivable and goods and services tax rebates (collectively referred to as "Collateral") and all proceeds, cash and non-cash derived directly or indirectly from any dealing with the collateral or proceeds thereof and, without limitation, money, cheques, deposits in deposit-taking institutions, trade-in goods, accounts receivable, chattel paper, instruments, intangibles, documents of title, securities and rights to insurance payments or any other payments as indemnity or compensation for loss of or damage to the collateral or proceeds of the collateral.

All the right, title and interest of the Debtors in and to any and all construction materials, equipment and supplies, construction schedules and budgets, surveys, permits, licences, consents, exemptions, authorizations, letters of credit and performance bonds, and all construction and architectural designs, working and shop drawings and diagrams, renderings, plans and specifications relating to the building and improvements to be constructed on the Lands and all contracts and agreements, whether written or oral, made in connection therewith and all construction and other contracts to which the Debtors are a part relating to the construction and development of the project on the Lands.

All of the right, title and interest of the Debtors in and to all development permits and building permits and all letters of credit, bonds, cash or other financial security lodged in connection therewith for the construction of the project on the Lands.





BC Registries and Online Services

All of the right, title and interest of the Debtors in moneys or amounts that may from time to time be on deposit and held by Computershare Trust Company of Canada c/o MCAP Financial Limited Partnership.

All present and future debts and liabilities of 8108 Lansdowne Road Nominee Corp. and Golden Fish Holdings Corp. which are owing to Fa-Kai Chiang (aka Michael Chiang), Ying Jiao Zhang (aka Veronica Zhang) and Allion Holdings Ltd. and all proceeds, cash and non-cash derived directly or indirectly from any dealing with the collateral or proceeds thereof, and without limitation, money, cheques, deposits in deposit-taking institutions, trade-in goods, accounts receivable, chattel paper, instruments, intangibles, documents of title, securities and rights to insurance payments or any other payments as indemnity or compensation for loss of or damage to the collateral or proceeds of the collateral.

Original Registering Party

ALEXANDER HOLBURN BEAUDIN + LANG LLP

Address

2700 - 700 WEST GEORGIA STREET BOX 10057 PACIFIC CENTRE VANCOUVER BC V7Y 1B8 Canada





BC Registries and Online Services

Base Registration Number: 716994Q

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

October 22, 2024 at 3:23:09 pm Pacific time

Current Expiry Date and Time:

October 22, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:51:39 am Pacific time)

Secured Party Information

EQUITABLE BANK

Address

30 ST. CLAIR AVENUE WEST, SUITE 700

TORONTO, ON M4V 3A1 Canada

Debtor Information

ALLION HOLDINGS LTD.

Address

SUITE 2600, 1090 WEST PENDER STREET

VANCOUVER, BC V6E 0E3 Canada

CHIANG, FA-KAI

Address

Birthdate

202 - 6611 PEARSON WAY

RICHMOND, BC V7C 0C3 Canada March 29, 1991

Vehicle Collateral

None





BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF UAC (ROSS) LIMITED PARTNERSHIP AND UAC (ROSS) NOMINEE CORP.TO EITHER OF THE DEBTORS.

PROCEEDS: ANY AND ALL "GOODS", "INTANGIBLES", "CHATTEL PAPER", "DOCUMENTS OF TITLE", "INSTRUMENTS", "MONEY" AND "INVESTMENT PROPERTY" (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA) AS AMENDED OR REPLACED FROM TIME TO TIME) CONSTITUTING PROCEEDS OF ANY OR ALL OF THE FOREGOING COLLATERAL, INCLUDING PROCEEDS OF PROCEEDS.

Original Registering Party

LAWSON LUNDELL

Address

925 WEST GEORGIA STREET SUITE 1600 VANCOUVER BC V6C 3L2 Canada





BC Registries and Online Services

Base Registration Number: 829361Q

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

December 16, 2024 at 2:13:29 pm Pacific time

Current Expiry Date and Time:

December 16, 2029 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:51:39 am Pacific time)

Secured Party Information

EQUITABLE BANK

Address

30 ST. CLAIR AVENUE WEST

SUITE 700 TORONTO ON M4V 3A1 Canada

Debtor Information

ALLION HOLDINGS LTD.

Address

1115 - 8400 WEST ROAD

RICHMOND BC V6X 0S7 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.





BC Registries and Online Services

Original Registering Party

LAWSON LUNDELL

Address

925 WEST GEORGIA STREET SUITE 1600 VANCOUVER BC V6C 3L2 Canada



BC Registries and Online Services

Base Registration Number: 829381Q

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

December 16, 2024 at 2:18:47 pm Pacific time

Current Expiry Date and Time:

December 16, 2029 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of April 2, 2025 at 7:51:39 am Pacific time)

Secured Party Information

EQUITABLE BANK

Address

30 ST. CLAIR AVENUE WEST

SUITE 700 TORONTO ON M4V 3A1 Canada

Debtor Information

ALLION HOLDINGS LTD.

Address

1090 WEST PENDER STREET

SUITE 2600 VANCOUVER BC V6E 0E3 Canada

Vehicle Collateral

None



BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL PRESENT AND FUTURE INVESTMENT PROPERTY AND INSTRUMENTS INCLUDING THE UNITS IN THE CAPITAL OF UAC (ROSS) LIMITED PARTNERSHIP AND ALL RENEWALS THEREOF, SUBSTITUTIONS THEREFOR AND ACCRETIONS THERETO AND ALL DIVIDENDS THEREON OR OTHER INCOME THEREFROM.

PROCEEDS: ANY AND ALL "GOODS", "INTANGIBLES", "CHATTEL PAPER", "DOCUMENTS OF TITLE", "INSTRUMENTS", "MONEY" AND "INVESTMENT PROPERTY" (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA) AS AMENDED OR REPLACED FROM TIME TO TIME) CONSTITUTING PROCEEDS OF ANY OR ALL OF THE FOREGOING COLLATERAL, INCLUDING PROCEEDS OF PROCEEDS.

Original Registering Party

LAWSON LUNDELL

Address

925 WEST GEORGIA STREET SUITE 1600 VANCOUVER BC V6C 3L2 Canada



This is **Exhibit "G"** referred to in **Affidavit #2** of **Susan Danielisz**, sworn before me at Vancouver, British Columbia, this 25th day of April, 2025.

A Commissioner for taking Affidavits for British Columbia

TITLE SEARCH PRINT

File Reference: 065093-589575

2025-04-02, 07:54:12

Requestor: Tammy Yard

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Land Title District

KAMLOOPS

Land Title Office

KAMLOOPS

Title Number

CA9768037

From Title Number

CA4717354

Application Received

2022-03-07

Application Entered

2022-03-21

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

375 POTTERTON LTD., INC.NO. BC1045502

#1115 - 8400 WEST ROAD

RICHMOND, BC

V6X 0S7

Taxation Authority

Kelowna, City of

Description of Land

Parcel Identifier:

023-839-171

Legal Description:

LOT D SECTION 2 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN

KAP59703

Legal Notations

HERETO IS ANNEXED EASEMENT D25277 OVER LOTS 43, 94, 95, 96, 108, 130, 143 & 144, PLAN 521

173 & 177, FLAN 321

PARTIALLY CANCELLED AS TO LOT 43 PLAN 521 EXCEPT PLAN 26304

BY LB214351

BENEFIT CANCELLED AS TO LOT B PLAN KAP83086 BY CA4258495

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA4717355

FILED 2015-10-01

HERETO IS ANNEXED EASEMENT D16650 OVER LOT 53, PLAN 521 SEE 282957

HERETO IS ANNEXED EASEMENT D28100 OVER LOT 140, PLAN 521

HERETO IS ANNEXED EASEMENT F28660 OVER PART OF LOT 3, PLAN 500 OUT-LINED RED ON PLAN A9476 File Reference: 065093-589575

2025-04-02, 07:54:12

Requestor: Tammy Yard

HERETO IS ANNEXED EASEMENT K45926 OVER PARTS OF LOTS 4, 5 & 6, PLAN 25775 SHOWN ON PLAN A11773

HERETO IS ANNEXED EASEMENT K45927 OVER PART OF LOT 6, PLAN 25775 SHOWN OUTLINED RED ON PLAN A11762

HERETO IS ANNEXED EASEMENT K45928 OVER PART OF LOT 12, PLAN 25775 SHOWN OUTLINED RED ON PLAN A11762

HERETO IS ANNEXED EASEMENT K45929 OVER PART OF LOTS 10 & 11, PLAN 25775 SHOWN ON PLAN A11782

HERETO IS ANNEXED EASEMENT KE86079 OVER PART OF LOT 146 PLAN 521 SHOWN ON PLAN KPA46015

HERETO IS RESTRICTIVE COVENANT KH10335 OVER LOT B PLAN 19644

HERETO IS ANNEXED RESTRICTIVE COVENANT KJ67523 OVER LOT A PLAN KAP55339

Charges, Liens and Interests

Nature:

RIGHT OF WAY

Registration Number:

68926E

Registration Date and Time:

1957-04-09 12:49 BC GAS UTILITY LTD.

Registered Owner:

INCORPORATION NO. 368681

Transfer Number:

KR104763

Remarks:

INTER ALIA

PART FORMERLY WITHIN EAST 1/2 AND THE EAST 1/2 OF

WEST 1/2 OF SEC 2 EXCEPT PLAN B1048

SEE ALSO 90736E, 101710E, F39048, H19707, K31231

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

KH114936

Registration Date and Time:

1994-11-28 14:18

Registered Owner:

WEST KOOTENAY POWER LTD.

Remarks:

INTER ALIA

Nature:

COVENANT

Registration Number:

KL79064

Registration Date and Time:

1997-07-29 12:10 CITY OF KELOWNA

Registered Owner:

INTER ALIA

Remarks:

TITLE SEARCH PRINT

File Reference: 065093-589575

2025-04-02, 07:54:12 Requestor: Tammy Yard

Nature: COVENANT

Registration Number: KL79067

Registration Date and Time: 1997-07-29 12:11
Registered Owner: CITY OF KELOWNA

Nature: STATUTORY RIGHT OF WAY

Registration Number: CA8765255

Registration Date and Time: 2021-02-10 12:38 Registered Owner: FORTISBC INC.

INCORPORATION NO. PA-0000087

Remarks: PART IN PLAN EPP108431

Nature: STATUTORY RIGHT OF WAY

Registration Number: CA8765257
Registration Date and Time: 2021-02-10 12:38
Registered Owner: FORTISBC INC.

INCORPORATION NO. PA-0000087

Nature: MORTGAGE Registration Number: CA9768038

Registration Number: CA9768038
Registration Date and Time: 2022-03-07 14:33

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CA9768039

Registration Date and Time: 2022-03-07 14:33

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CA9768040

Registration Date and Time: 2022-03-07 14:33

Registered Owner: INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

INCORPORATION NO. A0081339

CHANGE OF ADDRESS FILED, SEE CB103243

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CA9768041 Registration Date and Time: 2022-03-07 14:33

Registered Owner: INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

INCORPORATION NO. A0081339

CHANGE OF ADDRESS FILED, SEE CB103244

Remarks: INTER ALIA

TITLE SEARCH PRINT

File Reference: 065093-589575

2025-04-02, 07:

Requestor: Tammy Yard

Nature:

PRIORITY AGREEMENT

Registration Number:

CA9768143

Registration Date and Time:

2022-03-07 14:58

Remarks:

INTER ALIA

GRANTING CA9768038 PRIORITY OVER CA9768040 AND

CA9768041

Nature:

PRIORITY AGREEMENT

Registration Number:

CA9768144

Registration Date and Time:

2022-03-07 14:58

Remarks:

INTER ALIA

GRANTING CA9768039 PRIORITY OVER CA9768040 AND

CA9768041

Nature:

SECURITIES ACT CHARGE

Registration Number:

CB1536802

Registration Date and Time:

2024-08-19 13:21

Remarks:

INTER ALIA

RESTRICTS DEALINGS

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

Title Number: CA9768037 TITLE SEARCH PRINT Page 4 of 4

PARCEL INFORMATION & MISCELLANEOUS NOTES PRINT

File Reference: 065093-589575

2025-04-02, 07:5

Requestor: Tammy Yard

PARCEL IDENTIFIER (PID): 023-839-171

SHORT LEGAL DESCRIPTION:S/KAP59703////D

MARG:

TAXATION AUTHORITY:

1 Kelowna, City of

FULL LEGAL DESCRIPTION: CURRENT

LOT D SECTION 2 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN KAP59703

MISCELLANEOUS NOTES:

PP DF G5307 AND D33816 CG 14009F AS TO E2W2 SRW PL KAP53619 COVENANT PLAN KAP59705

ASSOCIATED PLAN NUMBERS:

STATUTORY RIGHT OF WAY PLAN KAP53619 SUBDIVISION PLAN KAP59703 PLAN KAP59705 STATUTORY RIGHT OF WAY PLAN EPP108431

AFB/IFB: MN: Y PE: 0 SL: 1 TI: 1

This is **Exhibit "H"** referred to in **Affidavit #2** of **Susan Danielisz**, sworn before me at Vancouver, British Columbia, this 25th day of April, 2025.

A Commissioner for taking Affidavits for British Columbia

TITLE SEARCH PRINT

File Reference: 065093-589575 Requestor: Tammy Yard

2025-04-02, 0

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Land Title District

KAMLOOPS

Land Title Office

KAMLOOPS

Title Number

CA9768036

From Title Number

CA4717352

Application Received

2022-03-07

Application Entered

2022-03-21

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

8826 JIM BAILEY LTD., INC.NO. BC1045505

#1115 - 8400 WEST ROAD

RICHMOND, BC

V6X 0S7

Taxation Authority

Kelowna, City of

Description of Land

Parcel Identifier:

024-666-947

Legal Description:

LOT 6 SECTION 2 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN KAP65805

Legal Notations

HERETO IS ANNEXED EASEMENT D25277 OVER LOTS 43, 94, 95, 96, 108, 130, 143 & 144, PLAN 521
PARTIALLY CANCELLED AS TO LOT 43 PLAN 521 EXCEPT PLAN 26304
BY LB214351
BENEFIT CANCELLED AS TO LOT B PLAN KAP83086 BY CA4258495

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA4717353 FILED 2015-10-01

HERETO IS ANNEXED EASEMENT D28100 OVER LOT 140, PLAN 521

HERETO IS ANNEXED EASEMENT F28660 OVER PART OF LOT 3, PLAN 500 OUT-LINED RED ON PLAN A9476

HERETO IS ANNEXED EASEMENT K45926 OVER PARTS OF LOTS 4, 5 & 6, PLAN 25775 SHOWN ON PLAN A11773

File Reference: 065093-589575

2025-04-02, 07

Requestor: Tammy Yard

HERETO IS ANNEXED EASEMENT K45927 OVER PART OF LOT 6, PLAN 25775 SHOWN **OUTLINED RED ON PLAN A11762**

HERETO IS ANNEXED EASEMENT K45928 OVER PART OF LOT 12, PLAN 25775 **SHOWN OUTLINED RED ON PLAN A11762**

HERETO IS ANNEXED EASEMENT K45929 OVER PART OF LOTS 10 & 11, PLAN 25775 SHOWN ON PLAN A11782

HERETO IS ANNEXED EASEMENT KE86079 OVER PART OF LOT 146 PLAN 521 SHOWN ON PLAN KPA46015

HERETO IS RESTRICTIVE COVENANT KH10335 OVER LOT B PLAN 19644

HERETO IS ANNEXED RESTRICTIVE COVENANT KJ67523 OVER LOT A PLAN KAP55339

HERETO IS ANNEXED RESTRICTIVE COVENANT KL97119 OVER LOT C, PLAN KAP59703

HERETO IS ANNEXED RESTRICTIVE COVENANT KP15319 OVER LOT 1 PLAN KAP65805

Charges, Liens and Interests

Nature:

COVENANT

Registration Number:

KN113684

Registration Date and Time:

1999-12-07 11:20

Registered Owner:

CITY OF KELOWNA

THE CROWN IN RIGHT OF BRITISH COLUMBIA

C/O MINISTRY OF ENVIRONMENT, LANDS AND PARKS

Remarks:

INTER ALIA

Nature:

COVENANT

Registration Number:

KN113686

Registration Date and Time:

1999-12-07 11:20

Registered Owner:

CITY OF KELOWNA

Remarks:

INTER ALIA

Nature:

EASEMENT

Registration Number:

KT109471

Registration Date and Time:

2002-10-04 10:47

Remarks:

PART ON PLAN KAP71969

APPURTEANT TO LOT 1 PLAN KAP71932

TITLE SEARCH PRINT

File Reference: 065093-589575

2025-04-02, 07

Requestor: Tammy Yard

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

Registration Date and Time:

Registered Owner:

CA7072838 2018-09-18 15:31

CITY OF KELOWNA

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

MORTGAGE

CA9768038

2022-03-07 14:33

NATIONAL BANK OF CANADA

INTER ALIA

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

ASSIGNMENT OF RENTS

CA9768039

2022-03-07 14:33

NATIONAL BANK OF CANADA

INTER ALIA

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

MORTGAGE

CA9768040 2022-03-07 14:33

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

INCORPORATION NO. A0081339

CHANGE OF ADDRESS FILED, SEE CB103243

Remarks:

INTER ALIA

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

ASSIGNMENT OF RENTS

CA9768041

2022-03-07 14:33

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

INCORPORATION NO. A0081339

CHANGE OF ADDRESS FILED, SEE CB103244

INTER ALIA

Nature:

Remarks:

PRIORITY AGREEMENT

Registration Number:

Registration Date and Time:

Remarks:

CA9768143

2022-03-07 14:58

INTER ALIA

GRANTING CA9768038 PRIORITY OVER CA9768040 AND

CA9768041

Nature:

PRIORITY AGREEMENT

Registration Number:

Registration Date and Time:

Remarks:

CA9768144

2022-03-07 14:58

INTER ALIA

GRANTING CA9768039 PRIORITY OVER CA9768040 AND

CA9768041

TITLE SEARCH PRINT

Nature:

File Reference: 065093-589575

Registration Number:

SECURITIES ACT CHARGE

2025-04-02, 07

Requestor: Tammy Yard

CB1536802

Registration Date and Time: 2024-08-19 13:21

Remarks: INTER ALIA

RESTRICTS DEALINGS

Duplicate Indefeasible TitleNONE OUTSTANDING

Transfers NONE

Pending Applications NONE

Title Number: CA9768036 TITLE SEARCH PRINT Page 4 of 4

PARCEL INFORMATION & MISCELLANEOUS NOTES PRINT

File Reference: 065093-589575

2025-04-02, 07:55:45

Requestor: Tammy Yard

PARCEL IDENTIFIER (PID): 024-666-947

SHORT LEGAL DESCRIPTION:S/KAP65805////6

MARG:

TAXATION AUTHORITY:

1 Kelowna, City of

FULL LEGAL DESCRIPTION: CURRENT

LOT 6 SECTION 2 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN KAP65805

MISCELLANEOUS NOTES:

PP DF G5307 AND D33816 CG 14009F AS TO E2W2 DF KL108051 - ALR EXCLUSION COV PLAN KAP65807 EASEMENT PL KAP71969

ASSOCIATED PLAN NUMBERS:

SUBDIVISION PLAN KAP65805 PLAN KAP65807 SUBDIVISION PLAN KAP71932 PLAN KAP71969

AFB/IFB: MN: Y PE: 0 SL: 1 TI: 1

This is **Exhibit "I"** referred to in **Affidavit #2** of **Susan Danielisz**, sworn before me at Vancouver, British Columbia, this 25th day of April, 2025.

A Commissioner for taking Affidavits for British Columbia

FORBEARANCE AGREEMENT

This Forbearance Agreement (as amended, supplemented, amended and restated, replaced, or otherwise modified from time to time, this "Agreement") is dated as of August _____, 2024.

AMONG:

NATIONAL BANK OF CANADA (the "Lender")

AND:

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED PARTNERSHIP, by its general partner, MANNA INDUSTRIAL (VALUE-ADD) GP CORP. (the "Borrower")

AND:

8826 JIM BAILEY LTD. ("Jim Bailey Nominee")

AND:

375 POTTERTON LTD. ("Potterton Nominee")

AND:

GENESIS MANNA HOLDING LTD. ("Genesis")

AND:

ALLION HOLDINGS LTD. ("Allion")

AND:

MICHAEL CHIANG ("Mr Chiang")

AND:

NANCY WEI ("Ms Wei" and, collectively with the Jim Bailey Nominee, the Potteron Nominee, Genesis, Allion, and Mr Chiang, the "Guarantors" and, each, a "Guarantor", and the Guarantors collectively with the Borrower the "Obligors" and, each, an "Obligor")

RECITALS

WHEREAS, reference is made to the offer of financing, dated February 17, 2022, between the Borrower, and the Lender, as lender (as amended, supplemented, amended and restated, replaced, or otherwise modified from time to time, the "Loan Agreement"), under which, *inter alia*, the Lender has provided a term loan to the Borrower in the maximum principal amount of \$28,700,000 (the "Term Facility");

AND WHEREAS, as collateral security for the due payment and performance of all of the indebtedness, liabilities, and other obligations of the Obligors to the Lender from time to time, including all principal, interest, fees, and other amounts in connection with the Loan Documents (defined below) and the Term Facility (collectively, the "Obligations"), the Obligors have granted to the Lender security interests in the Collateral (defined below) pursuant to all of the security agreements, documents, and instruments that have been executed and delivered to the Lender in connection with the Loan Agreement to the date hereof (collectively, in each case,

as amended, supplemented, amended and restated, replaced, or otherwise modified from time to time, the "Security Documents");

AND WHEREAS, the Guarantors have guaranteed the payment and performance of the Obligations of the Borrower pursuant to all guarantees that have been executed and delivered to the Lender to the date hereof (collectively, in each case, as amended, supplemented, amended and restated, replaced, or otherwise modified from time to time, the "Guarantees", and, collectively with the Loan Agreement, the Security Documents, the Prior Forbearance Agreements (defined below), and all other agreements, instruments, and documents entered into by any Obligor from time to time in connection with any of the Guarantees, the Loan Agreement, the Prior Forbearance Agreements, and/or the Security Documents, the "Loan Documents");

AND WHEREAS, pursuant to the Loan Agreement and the other Loan Documents, all of the Obligations are due and payable on March 7, 2025;

AND WHEREAS, the Obligors are in default under the Loan Documents, as described below:

AND WHEREAS, notwithstanding the Existing Defaults (as defined below), the Obligors have requested that the Lender forbear from exercising its rights and remedies under the Loan Agreement and the other Loan Documents, and the Lender is willing to do so on the terms set out herein, provided that the Obligors comply with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I Interpretation

Section 1.01 Interpretation. Capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement.

Section 1.02 Recitals. The parties acknowledge and agree that the recitals above are: (a) true and correct in substance and in fact; (b) constitute material and operative provisions of this Agreement; and (c) are incorporated by reference into this Agreement.

ARTICLE II Obligor Acknowledgments

The Obligors acknowledge and agree that:

Section 2.01 Existing Defaults. The following Events of Default have occurred and are continuing under the Loan Documents:

the Borrower has breached section 6 of the Loan Agreement by failing to make the monthly payment due on July 1, 2024 (the "Financial Default");

- (b) the Borrower has breached section 16(4) of the Loan Agreement by failing to provide Notice to Reader financial statements within 120 days of the end of the 2023 fiscal year;
- (c) the Borrower has breached section 16(5) of the Loan Agreement by failing to provide proof of payment of property taxes within 120 days of the end of the 2023 fiscal year;
- (d) the Borrower has breached section 16(6) of the Loan Agreement by failing to provide personal net worth statements for Ms Wei on December 31, 2023; and
- (e) the Borrower has breached section 16(10) of the Loan Agreement by failing to provide the DSCR calculation as at December 31, 2023,

(collectively, the "Reporting Defaults", together with the Financial Default, the "Existing Defaults").

Section 2.02 Loan Documents. The Loan Agreement and all other Loan Documents are legal, valid, binding, and enforceable against the Obligors in accordance with their terms. The terms of the Loan Documents remain unchanged, except to the extent expressly modified pursuant to this Agreement. Without limiting the generality of the foregoing:

- (a) the Guarantors have guaranteed the payment and performance of the Obligations of the Borrower pursuant to the Guarantees, the obligations of the Guarantors pursuant to the Guarantees are unlimited, and the Lender is not required to exhaust its recourse against the Borrower or any other party before being entitled to payment from any Guarantor pursuant to the Guarantees; and
- (b) each of the Security Documents to which each Obligor is a party continues to be in full force and effect as continuing security for the payment and performance of all Obligations.
- Section 2.03 Obligations. The Obligations are not subject to any set-off, deduction, claim, counterclaim, or defences of any kind or character whatsoever.
- Section 2.04 Collateral. The Lender has valid, enforceable, and perfected security interests in the collateral charged by each of the Security Documents (collectively, the "Collateral"), as to which there are no set-offs, deductions, claims, counterclaims, or defences of any kind or character whatsoever.

Section 2.05 Lending Obligation. As a result of the Existing Defaults, the Lender has no obligation to make any loans, advances, or otherwise extend credit to the Borrower under the Loan Documents. Upon the occurrence of the Termination Date (as defined below), the Lender does not intend to make any further loans, advances, or otherwise extend credit to the Borrower, including under existing the Loan Documents.

- **Section 2.06** Rights of Lender. As a result of the Existing Defaults, the Lender has the right to, *inter alia*, accelerate the maturity (if applicable) and demand immediate payment of the Obligations and enforce all of its rights and remedies available under the Loan Documents and applicable law generally.
- Section 2.07 Default Notice. To the extent required by the Loan Documents, the Obligors have received timely and proper notice of the Existing Defaults and the opportunity to cure (if any), in accordance with the terms thereof and Applicable Law, and hereby waive any rights to receive further notice thereof. All applicable cure periods relating to the Existing Defaults have lapsed.
- Section 2.08 No Waiver of Defaults. The Lender has not waived the Existing Defaults, nor has the Lender taken any action or agreed in any fashion to changing the character of the Loan Documents, other than in accordance with the terms and conditions set out herein, and the Lender has strictly reserved its rights and remedies under the Loan Documents. Without limiting the generality of the foregoing, neither this Agreement, nor any actions taken in accordance with this Agreement or the Loan Documents, shall be construed as a waiver of or consent to the Existing Defaults or any other existing or future defaults under the Loan Documents, as to which the Lender's rights shall remain reserved.
- Section 2.09 Preservation of Rights and Remedies. Upon expiration of the Forbearance Period (as defined in Section 3.01), all of the Lender's rights and remedies under the Loan Documents, and at law and in equity, shall be available without restriction or modification, as if the forbearance had not occurred.
- Section 2.10 Lender Conduct. The Lender has fully and timely performed all of its obligations and duties in compliance with the Loan Documents and Applicable Law and has acted reasonably, in good faith and appropriately under the circumstances.
- Section 2.11 Purpose of Forbearance. The purpose of this Agreement is to provide the Obligors with a period of time to procure debt and/or equity financing or sell the Properties (as defined below) to repay the Obligations ("Replacement Financing"), such that the Obligors shall repay the Obligations in full by March 7, 2025.
- Section 2.12 Request to Forbear. The Obligors have requested the Lender's forbearance as provided herein, which shall enure to the Obligors' direct and substantial benefit.
- **Section 2.13** Amount of Obligations. The aggregate amount of all Obligations as of July 9, 2024 is \$27,408,949.36, with interest and other amounts (including, without limitation, legal fees on a solicitor-own client basis, and other costs and expenses) continuing to accrue.

ARTICLE III Forbearance

Section 3.01 Forbearance Period. Subject to compliance by the Obligors with the terms and conditions of this Agreement, the Lender hereby agrees to forbear from exercising its rights and remedies against the Obligors under the Loan Documents with respect to the Existing Defaults

during the period (the "Forbearance Period") commencing on the Effective Date (as defined in ARTICLE IV) and ending on the earlier to occur of: (i) March 7, 2025; and (ii) the date that any Forbearance Default (as defined in ARTICLE X) occurs. The Lender's forbearance, as provided herein, shall immediately and automatically cease without notice or further action on the earlier to occur of (i) or (ii) (the "Termination Date"). On and from the Termination Date, the Lender may, in its sole discretion, exercise any and all remedies available to it under the Loan Documents and Applicable Law by reason of the occurrence of any default or event of default thereunder, or the continuation of the Existing Defaults.

Section 3.02 Extension of Forbearance Period. In its sole discretion, and without obligation, the Lender may renew or extend the Forbearance Period, or grant additional forbearance periods, before or after the Termination Date.

Section 3.03 Scope of Forbearance. During the Forbearance Period, the Lender will not (i) accelerate the maturity of the Obligations or initiate proceedings to collect or enforce the Obligations; (ii) join in filing, or support, any involuntary bankruptcy petition with respect to the Borrower under the Bankruptcy and Insolvency Act (the "BIA"), or otherwise file or participate in any insolvency, bankruptcy, reorganization, moratorium, receivership, or other similar proceedings against the Obligors under the Companies' Creditors Arrangement Act (the "CCAA"), BIA, Canada Business Corporations Act (the "CBCA"), or similar statute; (iii) repossess, foreclose upon, or dispose of, any of the Collateral, through judicial proceedings or otherwise; or (iv) initiate proceedings to enforce the Guarantees or the Security.

ARTICLE IV Conditions Precedent

Section 4.01 Conditions Precedent to Effectiveness. This Agreement shall not become effective unless and until the date (the "Effective Date") that each of the following conditions shall have been satisfied in the Lender's sole discretion (unless waived in writing by the Lender):

- (a) the Lender's credit committee has approved the Lender's entry into this Agreement;
- (b) the Obligors shall deliver, or cause to be delivered, the following documents, each in substance and form acceptable to Lender:
 - (i) a copy of this Agreement, duly executed by each Obligor on or before 5:00 p.m. ET on August 30, 2024; and
 - (ii) such other documents and instruments as the Lender may request with respect to any matter relevant to this Agreement or the transactions contemplated hereby, including opinions from the Obligors' legal counsel regarding the due authorization, execution, and delivery of this Agreement, the non-contravention of the corporate Obligors constating documents, no breach of applicable laws as a result of the Obligors

executing his Agreement, and the enforceability of this Agreement against the Obligors;

- (c) the Lender shall have received payment from, or on behalf of, the Obligors in the amount of \$287,518.16, representing the July 1, 2024 and August 1, 2024 missed payments towards the Obligations, overdue interest for the July 1, 2024 and August 1, 2024 payments, and returned payment fee for the July 1, 2024 payment;
- (d) as partial consideration for the Lender's agreement to forbear as set forth herein, the Lender shall have received payment from, or on behalf of, the Obligors of all of the Lender's costs and expenses (including out-of-pocket and documented legal fees) incurred in connection with the preparation and negotiation of this Agreement, the Existing Defaults, and the Lender's participation in the CCAA proceedings brought by certain investors in relation to some of the Obligors in Action No. S-243883;
- (e) the Obligors shall remedy all Reporting Defaults by September 16, 2024; and
- (f) the Obligors shall have entered into a forbearance agreement with Institutional Mortgage Capital Canada Inc. ("IMCC") on terms acceptable to the Lender by September 13, 2024.

Section 4.02 Forbearance Fee. As partial consideration for the Lender's agreement to forbear as set forth herein, the Obligors shall pay, or cause to be paid, a forbearance fee to the Lender in the aggregate amount of \$20,000.00 (the "Forbearance Fee"), which shall be fully earned and due and payable by the Obligors upon this Agreement becoming effective pursuant to Section 4.01, as follows:

- (a) \$5,000.00 of the Forbearance Fee shall be payable in cash, in immediately available funds; and
- (b) \$15,000.00 of the Forbearance Fee shall added to and form part of the Obligations.

ARTICLE V Representations and Warranties

Each Obligor represents and warrants, as to itself, that all representations and warranties relating to it contained in the Loan Documents are true and correct as of the Effective Date, except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct as of such earlier date. Each Obligor further represents and warrants to the Lender as follows:

Section 5.01 Authorization. The execution, delivery, and performance of this Agreement are within its corporate power and authority and have been duly authorized by all necessary corporate action.

- Section 5.02 Enforceability. This Agreement constitutes a valid and legally binding Agreement enforceable against each Obligor in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, and similar laws affecting creditors' rights generally and to general principles of equity.
- Section 5.03 No Violation. The execution, delivery, and performance of this Agreement do not and will not (i) violate any law, regulation, or court order to which any Obligor is subject; (ii) conflict with any Obligor's constating documents; or (iii) result in the creation or imposition of any liens, security interests, or other encumbrances on any property of any Obligor or any of their subsidiaries, whether now owned or hereafter acquired, other than security interests in favour of the Lender.
- Section 5.04 No Litigation. No action, suit, litigation, investigation, or proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of the Obligors, threatened by or against or affecting any of the Obligors, or against any of their property or assets, or with respect to any of this Agreement or the Loan Documents or any of the transactions contemplated hereby or thereby, except for (i) the proceeding brought by Dongxiang Qi, Li Yang, Han Ding, Yu Shu, Xinyu Zhang and 1475282 BC Ltd against Manna Industrial Fund (Value-Add) GP Corp, 1668 Fosters Way Nominee Corp, 8826 Jim Bailey Ltd., 375 Potterton Ltd., Vulcanrich Nominee Ltd., 13799 Commerce Parkway Holdings Ltd., Manna Industrial Real Estate Management Corp and Manna Industrial Fund (Value-Add) Limited Partnership in the Supreme Court of British Columbia (Vancouver Registry No. S-243883), and (ii) the investigation brought by the British Columbia Securities Commission against Manna Industrial Fund (Value-Add) Limited Partnership, Manna Industrial Fund (Value-Add) GP Corp., Manna Industrial Real Estate Management Corp., Manna Industrial Brampton LP, Manna Industrial 50 Precidio Corp., Genesis Wealth Management Corporation, Ms Wei, and Mr Chiang.
- Section 5.05 Financial Condition. The financial statements most recently delivered by the Obligors to the Lender pursuant to the Loan Agreement are complete and correct and, present fairly the financial condition of the Obligors and their consolidated subsidiaries at the date of such financial statements, and the consolidated results of their operations and changes in financial position for the fiscal period then ended. Except as previously disclosed to the Lender in writing, since the date of such financial statements, there has been no material adverse change in the business, operations, assets or financial or other condition of the Obligors and their subsidiaries taken as a whole.
- **Section 5.06** Accuracy of Information. All information provided by the Obligors, or any of their respective agents, is true, correct, and complete in all material respects, as of the date provided and does not contain any untrue statements of material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading.
- Section 5.07 Advice of Counsel. The Obligors have freely and voluntarily entered into this Agreement with the advice of legal counsel of their choosing, or have knowingly waived the right to do so.

ARTICLE VI Covenants

To induce the Lender to forbear from the exercise of its rights and remedies as set forth above, the Obligors hereby covenant and agree, at all times during the Forbearance Period and notwithstanding anything to the contrary in the Loan Documents, as follows (unless the Lender otherwise consents in writing in its sole discretion):

Section 6.01 Payments and Activities during Forbearance Period.

- (a) On or before March 7, 2025, the Obligors shall pay, or cause to be paid, to the Lender all of the Obligations in full. For the avoidance of doubt, any payment of the Obligations in full by the Obligors shall be pursuant to a payout letter (or similar document), prepared by the Lender and/or its legal counsel, and in form and substance satisfactory to the Lender.
- (b) The Obligors shall make all payments required pursuant to this Agreement and the Loan Documents as and when due. Without limiting the generality of the foregoing, the Obligors irrevocably authorize the Lender to debit any payments of the Obligations, as and when due, from any of the Accounts.
- (c) The Obligors shall make commercially reasonable efforts to procure Replacement Financing.
- (d) The Obligors shall provided updated appraisal documents addressed to National Bank of Canada regarding the real property located at (collectively, the "Properties"):
 - (i) 8826 Jim Bailey Crescent, Kelowna, BC and legally described as PID: 024-666-947, Lot 6 Section 2 Township 20 Osoyoos Division Yale District Plan KAP65805; and
 - (ii) 375 Potterton Road, Kelowna, BC and legally described as PID: 023-839-171, Lot D Section 2 Township 20 Osoyoos Division Yale District Plan KAP59703.
- (e) The Obligors will work with the Lender's consultant, FTI Consulting Inc., to arrange a site visit to the Properties, and such other review as the Lender may request, which shall be at the cost of the Obligors.
- Section 6.02 Compliance with Loan Documents. The Obligors shall continue to perform and observe all covenants, terms and conditions, and other obligations contained in all of the Loan Documents (as expressly modified herein) and this Agreement, except with respect to the Financial Default.
- Section 6.03 Sale of Assets. The Obligors shall not sell, convey, transfer, assign, lease, abandon, or otherwise dispose of any Collateral without the Lender's prior written consent. If the

Lender grants its written consent, the Obligors shall cause the buyer or other transferee to pay all proceeds of such disposition directly to the Lender for application to the Obligations.

Section 6.04 Other Activities. In addition to and without limiting or derogating from any restrictions in, or other provisions of, the Loan Documents, the Obligors shall not, without the prior written consent of the Lender:

- (a) incur any indebtedness, including any indebtedness that is subordinate to the Lender;
- (b) pay any dividend or make any other distribution to shareholders or third parties;
- repay any loans or other indebtedness (including any shareholder's or other nonarm's length party's loans), other than the Obligations, except to the extent payments are contemplated in this Agreement;
- (d) pay any management, director, consulting, or similar fee or compensation or any bonus payment or comparable payment;
- (e) increase remuneration to any directors, officers, or consultants;
- (f) acquire the shares or assets of any other entity, or amalgamate or complete any similar transaction with any other entity, or enter into an agreement to do any of the foregoing; or
- (g) incur any capital expenditures in excess of \$10,000.00 with out the written consent of the Lenders.

Section 6.05 Equity Issuances. If any Obligor issues any securities, interests, participations, equity interests, or other equivalents (however designated), then, in each case, as soon as practicable but, in any event, no later than five business days after any Obligor receives the Net Cash Proceeds therefrom, the Obligors shall repay the Obligations in an amount equal to 100% of the amount of such Net Cash Proceeds. For the purposes of this Section 6.05, "Net Cash Proceeds" means the cash proceeds received from any issuance of securities, interests, participations, equity interests, or other equivalents (however designated), net of legal fees, investment banking fees, accountants' fees, underwriting discounts, and commissions, in each case, approved by the Lender, in connection therewith.

Section 6.06 Perfection of Lender's Security Interests. The Obligors shall execute and deliver to the Lender such documents and take such actions as the Lender deems necessary or advisable to perfect or protect the Lender's security interests, liens, and other encumbrances granted by the Obligors.

Section 6.07 Reporting. The Obligors shall provide updates to the Lender on their business, operations, and any efforts to procure Replacement Financing, as follows:

- (a) commencing on September 16, 2024, and thereafter on a monthly basis on each Monday of each week (and where such day is not a business day, on the immediately following business day), a report providing an update on the status of the Obligors' efforts to procure Replacement Financing, in the form set out in Schedule "A" hereto (each, a "Replacement Financing Report");
- (b) immediately upon receipt of same, the Obligors shall provide to the Lender copies of any other prospectuses, other offering documents, term sheets, commitment letters, letters of intent, or similar documents with respect to any proposed Replacement Financing; and
- (c) promptly upon request of the Lender, the Obligors shall provide to the Lender such other financial information and information relating to their business, operations, and any efforts to procure Replacement Financing as the Lender may reasonably request.

Section 6.08 Obligations to Third Parties. The Obligors shall: (a) continue to pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all of their liabilities and obligations arising in the ordinary course of business during the Forbearance Period; (b) continue to pay, discharge, or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all Statutory Obligations during the Forbearance Period; and (c) without duplication of (a) or (b), not default on any of their obligations to any third party. For the purposes of this Section 6.08, "Statutory Obligations" means any and all present or future income, sales or other taxes, levies, duties, deductions, charges, fees or withholdings (including, without limitation, employment withholdings) imposed, levied, withheld, or assessed by any governmental authority, together with any interest, additions to tax or penalties imposed thereon and with respect thereto.

Section 6.09 Notice of Adverse Claims. If any Obligor shall become aware that any person or entity is asserting any lien, encumbrance, security interest, or adverse claim (including any writ of seizure and sale, garnishment, judgment, execution, civil enforcement order, or similar process or any claim of control) against any of the Obligors or any of their property (each, an "Adverse Claim"), the Obligors shall promptly notify the Lender in writing thereof and provide to the Lender all documentation and other information it may request regarding such Adverse Claim.

Section 6.10 Further Assurances. Promptly upon the request of the Lender, the Obligors shall take any and all actions, of any kind or nature whatsoever, and execute and deliver additional documents that relate to this Agreement and the transactions contemplated herein.

ARTICLE VII Affirmation of Guarantees

Section 7.01 Affirmation of Guarantee. Each Guarantor hereby ratifies, affirms, and acknowledges (i) the validity, legality, and enforceability of each Guarantee to which it is a party; (ii) that its affirmation of the Guarantee is a material inducement to the Lender to enter

into this Agreement; and (iii) that its obligations under the Guarantee shall remain in full force and effect until all the Obligations have been paid in full.

ARTICLE VIII Release of Claims and Waiver of Defences

Section 8.01 Release of Claims and Waiver of Defences. In further consideration of the Lender's agreement to forbear as set forth herein, the Obligors, on behalf of themselves and their successors, assigns, parents, subsidiaries, affiliates, officers, directors, employees, and agents, hereby forever, fully, unconditionally and irrevocably waive and release the Lender and its successors, assigns, parents, subsidiaries, affiliates, officers, directors, employees, and agents (collectively, the "Releasees") from any and all claims, liabilities, obligations, debts, causes of action (whether at law, in equity or otherwise), defences, counterclaims, set-offs, of any kind, whether known or unknown, whether liquidated or unliquidated, matured or unmatured, fixed or contingent, directly or indirectly arising out of, connected with, resulting from or related to any act or omission by any of the Lender or any other Releasee with respect to the Loan Documents, the administration and operation of the Accounts, and any Collateral, other than any of the Lender or any Releasee's wilful acts or omissions, on or before the date of this Agreement (collectively, the "Claims"). The Obligors further agree that they shall not commence, institute or prosecute any lawsuit, action or other proceeding, whether judicial, administrative or otherwise, to collect or enforce any Claim.

ARTICLE IX Indemnification

Section 9.01 Indemnification. The Obligors hereby expressly acknowledge, agree, and reaffirm all of their indemnification obligations to the Lender and any other indemnified parties pursuant to the Loan Documents. The Obligors further acknowledge, agree, and reaffirm that all such indemnification obligations shall survive the expiration of the Forbearance Period and the termination of this Agreement, the Loan Agreement, the other Loan Documents, and the payment in full of the Obligations. Notwithstanding the foregoing, such indemnity shall not be available to the extent that such claims, damages, losses, liabilities or related expenses result solely from any of the Lender's or another indemnified party's gross negligence or wilful misconduct.

ARTICLE X Forbearance Defaults

Section 10.01 Forbearance Default. The occurrence of one or more of the following shall constitute a "Forbearance Default" under this Agreement:

(a) any Obligor fails to abide by or observe any term, condition, covenant, or other provision contained in this Agreement or any document related to or executed in connection with this Agreement (including, without limitation, any amendment to this Agreement);

- (b) a default, event of default, or equivalent shall occur under any Loan Document or any document related to or executed in connection with this Agreement or any of the Loan Documents (other than the Existing Defaults);
- (c) any default, event of default, or equivalent shall occur under any forbearance agreement with IMCC;
- (d) any Guarantor ceases to exist or revokes or terminates its liability under any Guarantee, or challenges the validity or enforceability of any Guarantee, or denies any further liability or obligation thereunder;
- (e) any Obligor:
 - (i) becomes insolvent;
 - (ii) is generally not, or is unable to, or admits in writing its inability to, pay its debts as they become due;
 - (iii) (x) commences any proceeding or other action under any existing or future laws relating to bankruptcy, insolvency, reorganization, or other relief of debtors, seeking (A) to have an order for relief entered with respect to it; or (B) to adjudicate it as bankrupt or insolvent; or (C) reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts; or (D) appointment of a receiver, receiver manager, interim receiver, trustee, custodian, conservator, or other similar official for it or for all or any part of its assets; or (y) makes a general assignment for the benefit of its creditors;
 - (iv) has commenced against it in a court of competent jurisdiction any case, proceeding or other action of a nature referred to in Section 10.01(e)(iii) above which (x) results in the entry of an order for relief or any such adjudication or appointment; or (y) remains undismissed, undischarged, unstayed or unbonded for 30 days; or
 - (v) ceases to conduct business in the ordinary course;
- (f) a tax lien, warrant, or levy is imposed on any Obligor or any Collateral;
- (g) any of the Obligors, or any of their respective creditors commences a proceeding or other action against the Lender relating to any of the Obligations, Collateral, Loan Documents, this Agreement, or any action or omission by the Lender and/or its agents in connection with any of the foregoing;
- (h) any other creditor of any Obligor commences an action against any Obligor seeking to collect any debt, obligation, or liability;

- (i) any representation or warranty of any Obligor made in this Agreement or in any document related to or executed in connection with this Agreement (including, without limitation, any amendment to this Agreement) shall be false, misleading or incorrect in any material respect when made; or
- (j) any Obligor takes an action, or any event or condition occurs or exists, which the Lender reasonably believes in good faith is inconsistent in any material respect with any provision of this Agreement, or impairs, or is likely to impair, the prospect of payment or performance by the Obligors of their obligations under this Agreement or any of the Loan Documents.

ARTICLE XI Remedies

Section 11.01 Remedies. Immediately upon the occurrence of a Forbearance Default:

- (a) The Forbearance Period shall immediately and automatically cease, without notice to, or action by, any party.
- (b) The Lender shall be entitled to exercise any or all of its rights and remedies under the Loan Documents, this Agreement, or any stipulations or other documents executed in connection with or related to this Agreement or any of the Loan Documents, or Applicable Law, including, without limitation, the appointment of a receiver, receiver manager, interim receiver, trustee, custodian, conservator, or other similar official for it or for all or any part of its assets.
- (c) Each Obligor shall cooperate with the Lender's repossession of all personal property Collateral, which each Obligor shall immediately surrender to the Lender upon the Lender's request, at the time and place designated by the Lender.
- (d) The Lender may set off or apply to the payment of any or all of the Obligations, any deposit balances, any or all of the Collateral or proceeds thereof, or other money which the Lender now or hereafter owes to any Obligor.

ARTICLE XII Bankruptcy

Section 12.01 Waiver of Right to File for Bankruptcy Protection. Without the prior written consent of the Lender, the Obligors agree that they will not institute, or cause to be instituted, against any Obligor, any proceedings under any bankruptcy and insolvency laws, including under the CCAA, the BIA, and the PPSA.

Section 12.02 Waiver of Automatic Stay. In the event any Obligor is the subject of any voluntary or involuntary proceeding under bankruptcy and insolvency laws, including the BIA, the CCAA and the CBCA, the Obligors hereby unconditionally and irrevocably agree that the Lender is immediately entitled, without notice, demand or any other action, to relief from the

automatic stay so as to allow the Lender to realize on its Collateral and enforce its other rights and remedies under the Loan Documents, or at law and in equity under Applicable Law, including applicable provincial, state and federal laws. Each Obligor hereby consents to the immediate lifting, without notice, demand or any other action, of any such automatic stay and agree that they shall not, in any manner, contest or otherwise delay any motion filed by the Lender for relief from the automatic stay. The Lender's enforcement of this stay waiver is subject to the discretion and approval of the bankruptcy courts.

ARTICLE XIII Miscellaneous

Section 13.01 Time of the Essence. Time is of the essence with respect to this Agreement and all transactions and other matters contemplated hereby.

Section 13.02 Notices.

(a) All notices, requests, demands, correspondence and other communications ("Notices") provided under this Agreement shall be in writing and shall be sent by one or more of the following: (i) personal delivery, (ii) same day or overnight courier by a reputable national courier service, postage prepaid, (iii) certified or registered mail, return receipt requested, or (iv) email and addressed to the Obligors or Lender, as applicable, at the address, email address noted below or such other address that may be designated by the receiving party from time to time in accordance with this Section:

If to the Obligors:

c/o Manna Industrial Fund (Value-Add) Limited Partnership, by its general partner, Manna Industrial Fund (Value-Add) GP Corp. 207-5811 Cooney Road Richmond, BC V6X 3M1

Attention:

Nancy Wei

Email:

nancy.wei@mannafund.ca

with a copy to (which shall not constitute notice):

Bennett Jones LLP Burrard Street, Suite 2500 Vancouver, BC, V6C 2X8

Attention:

Victor Tsao

Email:

tsaov@bennettjones.com

If to the Lender:

National Bank of Canada 130 King Street West Exchange Tower 29th Floor Toronto, ON M5X 1J9

Attention:

John Karkoutlian and Caroline Podsiadlo

Email:

john.karkoutlian@bnc.ca, caroline.podsiadlo@bnc.ca

with a copy to (which shall not constitute notice):

McCarthy Tétrault LLP 745 Thurlow Street, Suite 2400 Vancouver, BC V6E 0C5

Attention:

Lance Williams and Ashley Bowron

Email:

lwilliams@mccarthy.ca, abowron@mccarthy.ca

- (b) Notices sent by personal delivery, same day or overnight courier, or certified or registered mail shall be deemed to have been validly and effectively given when received, provided such day is a business day, and otherwise on the next business day following such date of receipt.
- (c) Notices delivered by email, shall be deemed to be validly and effectively given upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other form of written acknowledgment), provided such day is a business day, and otherwise on the next business day.
- (d) Any party hereto can change its address and email address for notices and other communications hereunder by written notice to the other parties to this Agreement, in accordance with the provisions of this Section.

Section 13.03 Entire Agreement. This Agreement and the Loan Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Section 13.04 Amendments. The terms of this Agreement may only be waived, amended, modified or supplemented by an agreement in writing signed by all the parties hereto.

Section 13.05 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 13.06 Full Force and Effect. The Loan Documents shall remain unchanged, in full force and effect, and continue to govern and control the relationship between the parties hereto, except to the extent they are inconsistent with, superseded or expressly modified herein. To the extent of any inconsistency, amendment or superseding provision, this Agreement shall govern and control.

Section 13.07 Successors and Assigns. This Agreement is binding upon and shall enure to the benefit of the parties hereto and their respective heirs, successors and assigns; provided that the Obligors may not assign any rights or delegate any obligations arising herein without the prior written consent of the Lender, and any prohibited assignment shall be absolutely void. The Lender may assign its rights and interests in this Agreement, the Loan Documents and all documents executed in connection with or related to this Agreement or the Loan Documents, at any time, without the consent of or notice to any Obligor.

Section 13.08 Governing Law. This Agreement is governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Section 13.09 Submission to Jurisdiction. Any action or proceeding arising out of this Agreement, the other Loan Documents or the transactions contemplated hereby or thereby may be instituted in the courts of the Province of British Columbia, and each party irrevocably submits to the non-exclusive jurisdiction of such courts in any such action or proceeding.

Section 13.10 Currency. Unless otherwise specified in this Agreement, all references to dollar amounts (without further description) will mean Canadian Dollars.

Section 13.11 No Waiver. No failure to exercise and no delay in exercising, on the part of the Lender, any right, remedy, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Further, the Lender's acceptance of payment on account of the Obligations or other performance by any Obligor after the occurrence of an Event of Default and/or Forbearance Default shall not be construed as a waiver of such Event of Default and/or Forbearance Default, any other Event of Default and/or Forbearance Default, or any of the Lender's rights or remedies.

Section 13.12 Cumulative Rights. The rights and remedies under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available by law, in equity or otherwise.

Section 13.13 Reimbursement of Costs and Expenses. The Obligors agree to pay all costs, fees and expenses of the Lender (including documented legal fees on a solicitor-and-client basis), expended or incurred by the Lender in connection with the negotiation, preparation, administration and enforcement of this Agreement, the Loan Documents, the Obligations, any of the Collateral, and all costs and expenses incurred in connection with any bankruptcy or insolvency proceeding (including, without limitation, any contested matter or motion brought by the Lender or any other person), and agree that all such costs form part of the Obligations and are

secured by the Security Documents. Without in any way limiting the foregoing, each Obligor hereby reaffirms any and all agreements under the Loan Documents to pay or reimburse the Lender for costs and expenses incurred by the Lender.

Section 13.14 Joint and Several Obligations. All obligations of the Obligors under this Agreement are joint and several. Without limiting the generality of the foregoing, the Obligors are jointly and severally liable for their obligations under Section 13.13.

Section 13.15 Headings. The Section headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 13.16 Counterparts; Electronic Execution. This Agreement may be executed in any number of counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

NATIONAL BANK OF CANADA

By:

DocuSigned by:

Name: John Karkoutlian

Title: Senior Manager

-DocuSigned by: Sonia de lorensi

By: Sonia De Lorenzi Name:

Senior Manager Title:

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED PARTNERSHIP, by its general partner, MANNA INDUSTRIAL (VALUE-ADD) GP CORP.

Name: Nancy Wei

Title:

Director

8826 JIM BAILEY LTD.

Name: Nancy Wei

Title: Director

375 POTTERTON LTD.

Name: Nancy Wei

Title: **Director**

GENESIS MANNA HOLDING LTD.

Name: Nancy Wei

Title:

Director

ALLION HOLDINGS LTD.

Name: Michael Chiang

Title: Director

MICHAEL CHIANG

Name: Michael Chiang

Title:

NANCY WEI

Name:

Title:

Director

ended. ce

Schedule "A"

Form of Replacement Financing Report

	
Nation	al Bank of Canada
130 Ki	ing Street West
Excha	nge Tower
29th F	loor
Toront	o, Ontario M5X 1J9
Attent	ion: John Karkoutlian, Senior Manager, Special Loans
Re:	Forbearance Agreement, dated August [•], 2024 (as amended, supplemented, amand restated, replaced, or otherwise modified from time to time, the "Forbearan

Date

general partner, Manna Industrial Fund (Value-Add) GP Corp. (the "Borrower"), 8826 Jim Bailey Ltd., 375 Potterton Ltd., Genesis Manna Holding Ltd., Allion Holdings Ltd., Michael Chiang, and Nancy Wei (collectively with the Borrower, the "Obligors")

Agreement"), among Manna Industrial Fund (Value-Add) Limited Partnership, by its

Capitalized terms used but not otherwise defined herein have the meanings given to them in the Forbearance Agreement.

- 1. Update on the status of each of the items listed in the Indicative Timetable: [Obligors to provide description.]
- 2. All potential refinancing sources that the Obligors are considering or have approached for securing Replacement Financing: [Obligors to provide description]
- 3. Current status of the Obligors' applications for Replacement Financing: [Obligors to provide description]
- 4. Description of communications with potential refinancing sources (e.g. level of engagement, update on meetings, negotiations, inquiries, and information, and documents exchanged): [Obligors to provide description]
- 5. Proposed terms and conditions for replacement financing, including amount, rate of interest, collateral requirements, and any other relevant details: [Obligors to provide description]

- 6. Response from potential sources of Replacement Financing regarding factors that may impact the funding decision: [Obligors to provide description]
- 7. Anticipated timeline for securing Replacement Financing, i.e. anticipated closing date, potential delays that could affect the Obligors' ability to repay all of the Obligations by March 7, 2025: [Obligors to provide description]
- 8. Obstacles and challenges encountered or anticipated by the Obligors during the process of seeking Replacement Financing (e.g. related to creditworthiness, collateral requirements, market conditions, or other factors that may affect the process): [Obligors to provide description]
- 9. Contingency plans and alternative strategies being considered by the Obligors: [Obligors to provide description]

The foregoing is certified to be true and correct by the Obligors as of the date first written above.

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED PARTNERSHIP, by its general partner, MANNA INDUSTRIAL (VALUE-ADD) GP CORP

Name: Nancy Wei

Title: Director

8826 JIM BAILEY LTD.

Name: Nancy Wei

Title: Director

375 POTTERTON LTD.

By: helygney
Name: Nancy Wei
Title: Director GENESIS MANNA HOLDING LTD.
By: heighny
Name: Nancy Wei
Title: Director
ALLION HOLDINGS LTD.
By:
Name:
Title:
MICHAEL CHIANG
By:
Name:
Title:
NANCY WEI
By: Lieiyang Name: Nancy Wei Title: Director
Director

This is **Exhibit "J"** referred to in **Affidavit #2** of **Susan Danielisz**, sworn before me at Vancouver, British Columbia, this 25th day of April, 2025.

A Commissioner for taking Affidavits for British Columbia

FORBEARANCE AMENDING AGREEMENT

This Forbearance Amending Agreement (this "Amendment") is entered into this 13th day of March, 2025.

AMONG:

NATIONAL BANK OF CANADA (the "Lender")

AND:

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED PARTNERSHIP, by its general partner, MANNA INDUSTRIAL (VALUE-ADD) GP CORP. (the "Borrower")

AND:

8826 JIM BAILEY LTD. ("Jim Bailey Nominee")

AND:

375 POTTERTON LTD. ("Potterton Nominee")

AND:

GENESIS MANNA HOLDING LTD. ("Genesis")

AND:

ALLION HOLDINGS LTD. ("Allion")

AND:

MICHAEL CHIANG ("Mr. Chiang")

AND:

NANCY WEI ("Ms. Wei" and, collectively with the Jim Bailey Nominee, the Potterton Nominee, Genesis, Allion, and Mr. Chiang, the "Guarantors" and, each, a "Guarantor", and the Guarantors collectively with the Borrower are referred to herein as the "Obligors" and, each, an "Obligor")

RECITALS:

- A. The Obligors and the Lender entered into a forbearance agreement dated on or about August 31, 2024 (as may be amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified to the date hereof, the "Forbearance Agreement").
- B. As a consequence of, *inter alia*, the Existing Defaults, the Lender has the right to, *inter alia*, accelerate the maturity and demand immediate payment of the Obligations and enforce all of their rights and remedies available under the Loan Documents, and Applicable Law generally, subject to the forbearance on the terms and conditions set out in the Forbearance Agreement.

- C. Pursuant to Section 3.01 of the Forbearance Agreement, the forbearance provided therein ceases without notice or further action on the earlier to occur of (i) March 7, 2025 (the "Forbearance End Date"); and (ii) the date that any Forbearance Default occurs.
- D. The Obligors have requested that the Lender extend the Forbearance End Date to April 1, 2025 and continue to forbear from exercising their rights and remedies under the Loan Documents, notwithstanding the Existing Defaults.
- E. The Lender is willing to continue to forbear from exercising such rights and remedies for a limited period of time, provided that the Obligors comply with the terms and conditions of this Amendment.
- F. The Lender has not waived the Existing Defaults, nor has the Lender taken any action or agreed in any fashion to changing the character of the Loan Documents, other than in accordance with the terms and conditions set out in the Forbearance Agreement and herein, and the Lender has strictly reserved their rights and remedies under the Loan Documents.
- G. The parties hereto wish to amend the Forbearance Agreement on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Interpretation.**

- (a) Capitalized terms used not otherwise defined in this Amendment shall have the respective meanings assigned to them in the Forbearance Agreement.
- (b) The parties acknowledge and agree that the recitals above are (i) true and correct in substance and in fact; (ii) constitute material and operative provisions of this Amendment; and (iii) are incorporated by reference into this Amendment.
- (c) Article XIII of the Forbearance Agreement is incorporated by reference into this Amendment, *mutatis mutandis*.

2. Obligors' Acknowledgements.

- (a) The acknowledgments of the Obligors in Sections 2.02, 2.03, 2.04, 2.05, 2.06, 2.07, 2.08, 2.09, 2.10, 2.11, 2.12, 7.01, 8.01 and 9.01 of the Forbearance Agreement are incorporated by reference into this Amendment, *mutatis mutandis*, and deemed repeated by the Obligors as of the date of this Amendment.
- (b) The aggregate amount of all Obligations as of February 25, 2025 is \$26,616,348.23, with interest and other amounts (including, without limitation, legal fees and other costs and expenses) continuing to accrue.

3. Amendments.

The Forbearance Agreement is hereby amended as follows:

(a) Section 3.01 is amended by deleting the words "March 7, 2025" and replacing them with the words "April 1, 2025" in lieu thereof.

4. Limited Effect.

Except as expressly provided herein, all of the terms and provisions of the Forbearance Agreement and the other Loan Documents are and shall remain in full force and effect and are hereby ratified and confirmed by the Obligors. The amendments contained herein shall not be construed as a waiver or amendment of any other provision of the Forbearance Agreement or the other Loan Documents or for any purpose except as expressly set forth herein or a consent to any further or future action on the part of the Obligors that would require the waiver or consent of the Lender.

5. Forbearance Fee.

As partial consideration for the Lender's agreement to forbear as set forth herein, the Obligors shall pay, or cause to be paid, a forbearance fee to the Lender in the aggregate amount of \$15,000.00 (the "Forbearance Fee"), and all of the Lender's and the Lenders' unpaid costs, fees and expenses (including, without limitation, legal fees on a solicitor-and-client basis) in connection with the negotiation, preparation, administration and enforcement of the Forbearance Agreement (including, without limitation, this Amendment), the Loan Documents, and the Obligations (collectively, with the Forbearance Fee, the "Fees and Expenses"). The Forbearance Fee shall be fully earned and due and payable by the Obligors upon this Agreement becoming effective. For greater certainty, the Forbearance Fee is in addition to the forbearance fee incurred under Section 4.02(b) of the Forbearance Agreement, and any other fees payable thereunder.

6. Conditions Precedent.

This Amendment shall become effective upon the date (the "Effective Date") on which each of the following conditions shall have been satisfied in the Lender's sole discretion, unless waived in writing by the Lender:

- (a) The Obligors shall deliver, or cause to be delivered, the following documents, each in substance and form acceptable to the Lender:
 - (i) a copy of this Amendment, duly executed and delivered by each Obligor; and
 - (ii) such other documents and instruments as the Lender may request with respect to any matter relevant to this Amendment or the transactions contemplated hereby;
- (b) The Obligors shall have paid the Fees and Expenses in cash, in immediately available funds.

7. Payment of Fees and Expenses.

Without limiting any of the other provisions in this Amendment, the Obligors irrevocably authorize the Lender to debit the Fees and Expenses from any account of any Obligor maintained with the Lender.

8. Representations and Warranties.

Each Obligor represents and warrants to the Lender as follows:

- (a) all representations and warranties relating to it contained in the Loan Documents and the Forbearance Agreement are incorporated by reference into this Amendment, *mutatis mutandis*, repeated as of the date hereof, and are true and correct as of the date hereof as if made on such date, except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date;
- (b) save and except solely for the Existing Defaults, no Event of Default or Forbearance Default (or any event or circumstance which, upon the giving of notice, the lapse of time, or both, would, unless cured or waived, become an Event of Default or Forbearance Default) has occurred and is continuing or would result from this Amendment;
- save and except solely with respect to the Existing Defaults, each Obligor has performed all covenants and agreements, and satisfied all conditions, which this Amendment, the Forbearance Agreement as amended by this Amendment (the "Amended Forbearance Agreement"), and the Loan Documents provide shall be performed or satisfied by it;
- (d) the execution and delivery of this Amendment, and the performance of this Amendment and the Amended Forbearance Agreement are within its corporate power and authority, and have been duly authorized by all necessary corporate action.
- (e) each of this Amendment and the Amended Forbearance Agreement constitutes a valid and legally binding agreement enforceable against each Obligor in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance and similar laws affecting creditors' rights generally and to general principles of equity.
- (f) the execution and delivery of this Amendment, and the performance of this Amendment and the Amended Forbearance Agreement, do not and will not (i) violate any law, regulation or court order to which any Obligor is subject; (ii) conflict with any Obligor's Organizational Documents; or (iii) result in the creation or imposition of any Encumbrance on any property of any Obligor or any of their subsidiaries, whether now owned or hereafter acquired, other than Encumbrances in favour of the Lender;

- (g) the Obligors have freely and voluntarily entered into this Amendment with the advice of legal counsel of their choosing, or have knowingly waived the right to do so; and
- (h) the Obligors have ordered a final copy of the appraisal report from CBRE Limited (the "Appraisal Report"), a draft of which has been provided to the Lender.

9. Covenants.

To induce the Lender to forbear from the exercise of its rights and remedies as set forth above, the Obligors hereby covenant and agree, at all times during the Forbearance Period and notwithstanding anything to the contrary in the Loan Documents, as follows (unless the Lender otherwise consents in writing in its sole discretion):

(a) the Obligors shall deliver, or cause to be delivered, to the Lender a true and complete copy of the final Appraisal Report, promptly upon receiving a copy of the same, in form and substance satisfactory to the Lender in its sole discretion.

[Signature pages follow.]

IN WITNESS WHEREOF the parties hereto have executed this Amendment as of the date first written above.

Title:

NATIONAL BANK OF CANADA				
By: Caroline Podsiadlo				
MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED PARTNERSHIP, by its general partner, MANNA INDUSTRIAL (VALUE-ADD) GP CORP.				
Ву:				
Name:				
Title:				
8826 JIM BAILEY LTD.				
By:				
Name:				
Title:				
375 POTTERTON LTD.				
By:				
Name:				

IN WITNESS WHEREOF the parties hereto have executed this Amendment as of the date first written above.

NATIONAL BANK OF CANADA

By:	
Name:	
Title:	
D	
By:	
Name:	
Title:	

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED PARTNERSHIP, by its general partner,

MANNA INDUSTRIAL (VALUE-ADD) GP CORP.

Name: Nancy Wei
Title: Director

8826 JIM BAILEY LTD.

Name: Nancy Wei
Title: Director

375 POTTERTON LTD.

Name: Nancy Wei

Title: Director

GENESIS MANNA HOLDING LTD.

By: EDA1CB

Name: Nancy Wei

Title: Director

ALLION HOLDINGS LTD.

Name: Michael Chiang

Title: Director

MICHAEL CHIANG

Name: Michael Chiang

Title: Director

NANCY WEI

Name:

Title: