



This is the 1st affidavit of
Jennifer Alambre in this case and
was made on December 4, 2023

S-240358

No.
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

NATIONAL BANK OF CANADA

PETITIONER

AND

**1326 MANN FARM INC., K P DRYWALL LTD., 13 MANN FARMS B.C. LTD.,
and DYKE VALLEY BERRY FARMS LTD.**

RESPONDENTS

AFFIDAVIT

I, Jennifer Alambre, of the City of Vancouver, in the Province of B.C., legal assistant, SWEAR THAT:

1. I am a legal assistant at Blake, Cassels & Graydon LLP, counsel for the National Bank of Canada (the "**Bank**"), the petitioner in this proceeding, and as such I have personal knowledge of the matters deposed to in this affidavit, except where I depose to a matter based on information from an informant I identify, in which case I believe that both the information from the informant and the resulting statement are true.

2. I swear this affidavit in support of a petition filed by the Bank in this action seeking, among other things, orders appointing a receiver over the assets and undertakings of the respondent, 1326 Mann Farm Inc. ("**Mann Farm**").

3. Attached as **Exhibits "A" to "FFF"** of my affidavit are true copies of the following documents:

- (a) **Exhibit "A"**: National Bank of Canada Offer of Financing dated January 14, 2022, signed by Gurmeet Mann as an authorized representative of Mann Farm pursuant

to which the Bank granted: a line of credit to a maximum amount of CAD \$300,000, a term loan of \$11,492,000 (the "**Property Term Loan**"), a line of credit of \$2,500,000 (the "**Shares Term Loan**"), and Mastercard credit cards to a maximum amount of \$50,000;

- (b) **Exhibit "B"**: the General Security Agreement granted by Mann Farm to the Bank dated January 28, 2022;
- (c) **Exhibit "C"**: the General Security Agreement granted by K P Drywall Ltd. ("**K P Drywall**") to the Bank dated January 28, 2022;
- (d) **Exhibit "D"**: the General Security Agreement granted by 13 Mann Farms B.C. Ltd. ("**13 Mann Farms**") to the Bank dated January 28, 2022;
- (e) **Exhibit "E"**: the Unlimited Guarantee of K P Drywall dated January 28, 2021;
- (f) **Exhibit "F"**: the Unlimited Guarantee of 13 Mann Farms dated January 28, 2021;
- (g) **Exhibit "G"**: the Unlimited Guarantee of Gurmeet Mann dated January 28, 2021;
- (h) **Exhibit "H"**: the Unlimited Guarantee of Komalpreet Mann dated January 28, 2021;
- (i) **Exhibit "I"**: the Subordination Agreement of K P Drywall dated January 28, 2021;
- (j) **Exhibit "J"**: the Subordination Agreement of 13 Mann Farms dated January 28, 2021;
- (k) **Exhibit "K"**: the Subordination Agreement of Gurmeet Mann dated January 28, 2021;
- (l) **Exhibit "L"**: the Subordination Agreement of Komalpreet Mann dated January 28, 2021;
- (m) **Exhibit "M"**: the Environmental Agreement and Indemnity of Mann Farm and others dated January 28, 2021;

- (n) **Exhibit “N”**: the Assignment of Insurance Policies and Proceeds Agreement of Mann Farm and Dyke Valley Berry Farms Ltd. (“**Dyke Valley**”) dated January 28, 2021;
- (o) **Exhibit “O”**: the Acknowledgement and Confirmation Agreement of Dyke Valley and 125 Ltd. dated June 28, 2022;
- (p) **Exhibit P”**: the General Security Agreement granted by Mann Farm to the Bank dated July 11, 2022;
- (q) **Exhibit “Q”**: the Unlimited Guarantee of K P Drywall dated July 11, 2022;
- (r) **Exhibit “R”**: the Unlimited Guarantee of 13 Mann Farms dated July 11, 2022;
- (s) **Exhibit “S”**: the Unlimited Guarantee of Gurmeet Mann dated July 11, 2022;
- (t) **Exhibit “T”**: the Unlimited Guarantee of Komalpreet Mann dated July 11, 2022;
- (u) **Exhibit “U”**: the Subordination Agreement of K P Drywall dated July 11, 2022;
- (v) **Exhibit “V”**: the Subordination Agreement of 13 Mann Farms dated July 11, 2022;
- (w) **Exhibit “W”**: the Subordination Agreement of Gurmeet Mann dated July 11, 2022;
- (x) **Exhibit “X”**: the Subordination Agreement of Komalpreet Mann dated July 11, 2022;
- (y) **Exhibit “Y”**: National Bank of Canada Offer of Financing dated June 29, 2020 (the “**2020 Offer of Financing**”), signed by Jaswant Mann as an authorized representative of 125 Ltd. pursuant to which the Bank granted: a line of credit to a maximum amount of CAD \$300,000, a term loan of \$11,970,000, and Mastercard credit cards to a maximum amount of \$50,000;
- (z) **Exhibit “Z”**: the Letter of Amendment dated July 11, 2022 amending the 2022 Offer of Financing;
- (aa) **Exhibit “AA”**: the General Security Agreement granted by 1251773 B.C. Ltd. (“**125 Ltd.**”) to the Bank dated July 15, 2020;

- (bb) **Exhibit “BB”**: the General Security Agreement granted by Dyke to the Bank dated July 15, 2020;
- (cc) **Exhibit “CC”**: the Unlimited Guarantee of Dyke Valley dated July 15, 2020;
- (dd) **Exhibit “DD”**: the Unlimited Guarantee of Jaswant Mann dated July 18, 2020;
- (ee) **Exhibit “EE”**: the Assignment of Insurance Policies and Proceeds Agreement of 125 Ltd. dated July 15, 2020;
- (ff) **Exhibit “FF”**: the registered copy of the Land Title Act Form B mortgage between Dyke Valley and the Bank pursuant to which Dyke Valley granted to the Bank a mortgage (the **“Mortgage”**) on the following lands:
 - PID 024-200-981, Lot 1 Section 28 Township 14 New Westminster District Plan LMP38638 (the **“Farm”**);
- (gg) **Exhibit “GG”**: the executed copy of the Land Title Act Form B mortgage between Dyke Valley and the Bank pursuant to which Dyke Valley granted to the Bank a mortgage on the Farm;
- (hh) **Exhibit “HH”**: the Bank’s Standard Mortgage Terms (MT140002) that apply to and govern the Mortgage;

Correspondence

- (a) **Exhibit “JJ”**: an email dated August 2, 2023 between Erin Welte and Gurmeet Mann regarding financial statements.
- (b) **Exhibit “KK”**: an email dated August 29, 2023 attaching a letter of the same date setting out notice of multiple defaults to Mann Farm and its guarantors.
- (c) **Exhibit “LL”**: an e-mail dated September 13, 2023, sent by counsel on behalf of the Bank to Mann Farm enclosing a letter demanding payment and enclosing notices pursuant to the *Farm Debt Mediation Act* and *Bankruptcy and Insolvency Act*;


- (d) **Exhibit “MM”**: a letter from the Bank to Mann Farm dated September 21, 2023 regarding withdrawals and access to credit accounts;
- (e) **Exhibit “NN”**: an email from Harsimjeet Mann, counsel for Mann Farm, to Peter Rubin, counsel to the Bank, dated October 5, 2023;
- (f) **Exhibit “OO”**: an email exchange between Danny Urquhart, counsel to the Bank, and Jagmohan Singh, counsel to Mann Farm dated October 27, 2023 to November 7, 2023;

Searches

- (g) **Exhibit “PP”**: a British Columbia Land Title Office Title Search Print for the Farm dated November 27, 2023;
- (h) **Exhibit “QQ”**: personal property registry search for Mann Farm dated November 27, 2023;
- (i) **Exhibit “RR”**: personal property registry search for K P Drywall dated November 27, 2023;
- (j) **Exhibit “SS”**: personal property registry search for 13 Mann Farms dated November 27, 2023;
- (k) **Exhibit “TT”**: personal property registry search for Dyke Valley dated November 27, 2023;
- (l) **Exhibit “UU”**: BC Registry Services Company Summary searches for 13 Mann Farm dated November 27, 2023;
- (m) **Exhibit “VV”**: BC Registry Services Company Summary searches for K P Drywall dated November 27, 2023;
- (n) **Exhibit “WW”**: BC Registry Services Company Summary searches for 1326 Mann Farms dated November 27, 2023;
- (o) **Exhibit “XX”**: BC Registry Services Company Summary searches for Dyke Valley dated November 27, 2023;

- (p) **Exhibit “YY”**: BC Registry Services Company Summary searches for 125 Ltd. dated November 27, 2023;
- (q) **Exhibit “ZZ”**: Bank Act (Canada) search results for Mann Farm, K P Drywall, 13 Mann Farms, and Dyke Valley dated November 27, 2023;
- (r) **Exhibit “AAA”**: Bankruptcy and Insolvency records search results for Mann Farm, K P Drywall, 13 Mann Farms, and Dyke Valley dated November 27, 2023;
- (s) **Exhibit “BBB”**: Companies’ Creditors Arrangement Act records for Mann Farm, K P Drywall, 13 Mann Farms, and Dyke Valley dated November 27, 2023;
- (t) **Exhibit “CCC”**: WorkSafeBC search results for Mann Farm, K P Drywall, 13 Mann Farms, and Dyke Valley dated November 27, 2023;
- (u) **Exhibit “DDD”**: WorkSafeBC Clearance search for Mann Farm, K P Drywall, 13 Mann Farms, and Dyke Valley dated November 28, 2023; and
- (v) **Exhibit “EEE”**: the Schedule A standard terms and conditions to the Offer of Finance at Exhibit A above.
- (w) **Exhibit “FFF”**: Financial information of 1326 Mann Farms Inc. and KP Drywall Ltd.

SWORN BEFORE ME at Vancouver, B.C.
 on December 4, 2023



 A Commissioner for taking Affidavits for
 British Columbia



Jennifer Alambre

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
 1133 Melville Street
 Suite 3500, The Stack
 Vancouver, B.C. V6E 4E5
 604-631-5202

This is Exhibit "A" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-831-5202



January 14, 2022

1326 Mann Farms Inc.
12101 84th Avenue
Surrey, BC V3W 3G4

ATTN: Gurmeet Mann & Komalpreet Mann

Re: Offer of Financing

Dear Client,

At National Bank, offering tailored solutions is a priority. We are therefore pleased to present to **1326 Mann Farms Inc.** (the "**Borrower**") the following offer of financing:

	Financing product(s)	Amount	Status
A	Line of Credit	\$300,000.00 CAD	New
B	Term Loan	\$11,492,000.00 CAD	Existing (Loan No. 020632892974)
C	Term Loan	\$2,500,000.00 CAD	New
D	Mastercard Credit Card	\$50,000.00 CAD	New

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

This offer of financing is valid until January 30, 2022 before 5 p.m. To accept this offer, you must return a signed copy of it to us. After this date, the Bank may cancel or amend this offer without notifying you.

Yours truly,

Michael Darling
Vice President Business Development
Western Canada, Commercial Banking

Di Shen Zhao
Director Commercial Banking
Vancouver Center

1. Financing products

A. Line of credit – \$300,000.00 - New

Purpose	Finance day-to-day operations
Interest rate	Canadian Prime Rate plus 1.75% per annum
Terms of use	Can be used and re-used as follows: > Floating-rate advances
Disbursement/ Repayment	In multiples of \$1,000.00 / Repayable by way of interest only payments and in full upon demand
Fees	Standby fees: 0.25% per annum on the unused portion, payable monthly on the 26th day of the month

B. Term Loan \$11,492,000.00 – Existing (Loan No. 020632892974)

Purpose	Assumption of the existing term loan in the original amount of \$11,970,000.00, set out in the offer of financing from the Bank dated June 29, 2020 in favour of 1251773 B.C. Ltd. ("1251773"), the balance of which as of the date hereof is \$11,492,000.00, which is to be maintained by the Borrower upon purchase of the shares of 1251773 as described below.
Term	The loan expires on July 31, 2023
Residual amortization	262 months remaining from 2020-08-20
Interest rate	The Fixed Rate offered by the Bank when the Term Loan C below is fully disbursed and accepted by the Borrower
Repayment	By monthly blended payments of principal and interest of \$66,355.16 (to be confirmed when Term Loan C below is fully disbursed), with the balance payable in full at the end of the term. The payment amount may be amended at the Bank's discretion according to increases in the Canadian Prime Rate.
Fees	N/A

C. Term loan – \$2,500,000.00 – New

Purpose	Finance the acquisition by the Borrower of all shares in 1251773 (which company owns all the shares of Dyke Valley Berry Farms Ltd. ("Berry Farms"))
Term	Variable Rate Option: 12 Months Fixed Rate Option: 12-60 month term available as of the date of the final disbursement
Amortization	300 months
Interest rate	<u>Fixed Rate:</u> On funding the Fixed Rate offered by the Bank when the loan is fully disbursed and accepted by the Borrower <u>Variable Rate:</u> On funding the Variable Rate shall be Canadian Prime Rate plus 1.40%.
Disbursement	Single disbursement to be made no later than January 30, 2022

Repayment	Of principal by monthly payments of \$8,333.33 plus interest, balance payable in full at the end of the term (if variable rate). By equal and consecutive monthly blended payments of principal and interest, the amount of which will be determined upon final disbursement, with the balance payable in full at the end of the term (if fixed rate).
Fees	N/A As defined in Schedule A

D. Mastercard credit cards – \$300,000.00

Purpose	Finance day-to-day purchases made with credit cards
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2. Security

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

Borrower

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

Guarantor

		Status	Related product(s)
Guarantee	Unlimited Guarantee from K P Drywall Ltd. ("Drywall")	(to be obtained)	All
	Unlimited Guarantee from 13 Mann Farms BC Ltd. ("Farms BC")	(to be obtained)	All
	Unlimited Guarantee from Gurmeet Mann ("Gurmeet")	(to be obtained)	All
	Unlimited Guarantee from Komalpreet Mann ("Komalpreet")	(to be obtained)	All

The obligations resulting from the guarantee must at all times be secured by the following security:

General security agreement	1st ranking on all personal property of Berry Farms	(held)	All
	1st ranking on all personal property of Drywall	(to be obtained)	All
	2 nd ranking on all personal property of Farms BC (1 st to Farm Credit Canada)	(to be obtained)	All
	1st ranking on all personal property of 1251773	(held)	All
Charge/mortgage	1st ranking Unlimited Collateral Charge Mortgage on the lands located at 8201 Dyke Road, Abbotsford BC (the "Lands"), as well as a general assignment of rents	(held)	All

Other security, documents or agreements

		Status	Related product(s)
Subordination	By Gurmeet relating to the redemption of all the shares and units of the Borrower and the payment of all claims and sums that are or will become due by the Borrower to Gurmeet	(to be obtained)	All
	By Komalpreet relating to the redemption of all the shares and units of the Borrower and the payment of all claims and sums that are or will become due by the Borrower to Komalpreet	(to be obtained)	All
	By Farms BC relating to the redemption of all the shares and units of the Borrower and the payment of all claims and sums that are or will become due by the Borrower to Farms BC	(to be obtained)	All
	By Drywall relating to the redemption of all the shares and units of the Borrower and the payment of all claims and sums that are or will become due by the Borrower to Drywall	(to be obtained)	All
Environmental Indemnity	Environmental indemnity agreement for the Lands	(to be obtained)	All
Rider	Designating the Bank as the Beneficiary of the proceeds of the insurance policies covering all property given as security, up to its full replacement value as well as a copy of the insurance policy from the Borrower and Berry Farms	(to be obtained)	All

AMALCO – 1251773 B.C. Ltd. and 1326 Mann Farms Inc. as “1326 Mann Farms Inc.” (the “Amalco”)

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

Guarantor

		Status	Related product(s)
Guarantee	Unlimited Guarantee from Drywall	(to be obtained)	All
	Unlimited Guarantee from Farms BC	(to be obtained)	All
	Unlimited Guarantee from Gurmeet	(to be obtained)	All
	Unlimited Guarantee from Komalpreet	(to be obtained)	All

Other security, documents or agreements

		Status	Related product(s)
Subordination	By Gurmeet relating to the redemption of all the shares and units of the Amalco and the payment of all claims and sums that are or will become due by the Amalco to Gurmeet	(to be obtained)	All
	By Komalpreet relating to the redemption of all the shares and units of the Amalco and the payment of all claims and sums that are or will become due by the Amalco to Komalpreet	(to be obtained)	All
	By Farms BC relating to the redemption of all the shares and units of the Amalco and the payment of all claims and sums that are or will become due by the Amalco to Farms BC	(to be obtained)	All
	By Drywall relating to the redemption of all the shares and units of the Amalco and the payment of all claims and sums that are or will become due by the Amalco to Drywall	(to be obtained)	All
Confirmation of Security	By Drywall, Amalco, Farms BC, Manpreet and Komalpreet, jointly and severally, confirming and agreeing that all "held" security and agreements to which all or any of them are a party is effective and enforceable security with respect to the Operating Credit and the Term Loans and all claims and sums that are now or may become due and owing by the Amalco (formerly the Borrower and 1251773) to National Bank.	(to be obtained)	All

3. Conditions

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

Other applicable conditions

Presentation of documents	A Growers Statement from the Borrower and Berry Farms (the Amalco after amalgamation) within 120 days after fiscal year end.
Cash Sweep	An annual cash flow sweep from Drywall in the amount of \$100,000 is to be applied to revolve that amount of Bank credit facility A and permanently reduce Bank credit facility C

Financial conditions

Financial statements	Borrower (the Amalco after amalgamation) to provide external accountant-prepared Review Engagement financial statements;	Annual within 120 days after fiscal year-end
	Drywall to provide external accountant-prepared Notice to Reader non-consolidated financial statements	Annual within 120 days after fiscal year-end

	Farms BC to provide external accountant-prepared Notice to Reader non-consolidated financial statements	Annual within 120 days after fiscal year-end
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Financial ratios

Fixed-charge coverage ratio¹	<p>Of at least: 1.20, calculated annually based on the combined annual financial statements of the Borrower, Drywall and Farms BC before amalgamation and of the Amalco Drywall and Farms BC after amalgamation.</p> <p>"Fixed Charge Coverage ratio" means the result of: [EBITDA (defined below)] <i>minus</i> [dividends <i>plus</i> redeemable shares <i>plus</i> purchases of non-financed tangible and intangible fixed assets <i>plus</i> investment contributions <i>minus</i> redemptions and/or advances to directors, employees and shareholders, and affiliated companies or corporations <i>divided by</i> [Interest charges <i>plus</i> principal payments made during the rolling four quarter period]</p> <p>"EBITDA" means: earnings <i>plus</i> interest <i>plus</i> depreciation <i>plus</i> amortization <i>minus</i> current and deferred income taxes. Any extraordinary items or adjustments are subject to Bank's written approval</p>
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Conditions required to disburse the financing products:

- > Execution and delivery of security documents in accordance with the documents in use at the Bank and registration according to the ranking indicated above;
- > \$500,000 of working capital to be injected into Borrower/Amalco by deposit to an account at the Bank prior to the closing of the acquisition of shares of 1251773 by the Borrower;
- > Copy of an updated appraisal of the Lands from a qualified appraiser acceptable to the Bank indicating a value of \$19,100,000, supported by a letter of transmittal in favour of the Bank;
- > Delivery of corporate and other documents required by the Bank;
- > Incorporation documents of the Borrower, Drywall and Farms BC;
- > Amalgamation documents of Amalco after amalgamation;
- > Statement of net worth from each of Gurmeet and Kolmalpreet indicating liquid assets of both individuals; (Held)
- > Copies of the year-end financial statements for the years 2017, 2018 and 2019 for Berry Farms and the most recent year-end financial statements for 1251773; (Held)
- > Executed Share Purchase Agreement for the purchase by the Borrower of all shares in 1251773;
- > Payout Statements from second mortgagee of the Lands and undertaking from Borrower's solicitor to discharge all non-Bank charges from the Lands on closing;
- > Confirmation that all property taxes have been paid for the Land;
- > All day to day banking for the Borrower to be conducted at the Bank;
- > Opinion of Borrower's counsel confirming the Borrower as the owner of all shares in 1251773
- > Opinion of the Bank's legal counsel, satisfactory to the Bank;
- > Furnish any other document, declaration, statement or agreement that the Bank may require;
- > Written legal opinion confirming that the security given is valid and enforceable and can be used to secure all the obligations owing by the Borrower and Amalco to the Bank, including the obligations under this offer;
- > Payment of all negotiation, legal and other fees in connection with this Offer and associated security and documentation described herein.

4. Fees

Negotiation or review fees	Payable on acceptance of this offer: \$20,000.00
Annual review fees	\$750.00
Late payment or remittance fees	Collected monthly \$250.00 – annual financial statements
Other fees	See other fees in Schedule A

- Signatures on Next Page -

5. Acceptance

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

Signed at Surrey BC, province of British Columbia, on the 24 day of Jan 2022.

1326 Mann Farms Inc.

By: Gurmeet S
Gurmeet.mann13@yahoo.com
[Email address]

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

Signed at Surrey BC, province of British Columbia, on the 24 day of Jan 2022.

By: Gurmeet S
(Gurmeet Mann)
Gurmeet.mann13@yahoo.com
[Email address]

By: Komal Preet S
(Komalpreet Mann)
Komal.mann56@yahoo.com
[Email address]

K P Drywall Ltd.

13 Mann Farms BC Ltd.

By: Komal Preet S
Komal.mann56@yahoo.com
[Email address]

By: Gurmeet S
Gurmeet.mann13@yahoo.com
[Email address]

Dyke Valley Farms Ltd.

1251773 B.C. Ltd.

By: _____

[Email address]

By: _____

[Email address]



BC

Personal Property Registry

Search Results

For: [PA45793] [CHARANJEET K RAINA LAW OFFICE]

Jan 19, 2022

01:30:00 PM

[Return](#) [Page Back](#) [Page Forward](#) [Send to Mailbox](#) [Help ?](#)

[BC OnLine Mailbox](#)

Folio:

Business Name: 1251773 BC LTD.

Local Print Limit: 200

RSR017 - PRESS APPROPRIATE BUTTON TO PAGE FORWARD

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JUL 17, 2020	Reg. Length: 6 YEARS
Reg. Time: 11:09:27	Expiry Date: JUL 17, 2026
Base Reg. #: 346135M	Control #: D6899441

Block#

S0001 Secured Party: NATIONAL BANK OF CANADA
 475 HOWE STREET, 29TH FLOOR
 VANCOUVER BC V6C 2B3

=D0001 Base Debtor: 1251773 B.C. LTD. ✓
 (Business) 8391 152A STREET
 SURREY BC V3S 8M8



Personal Property Registry

Search Results

For: [PA45793] [CHARANJEET K RAINA LAW OFFICE]

Jan 19, 2022

01:26:35 PM

Return Page Back Page Forward Send to Mailbox Help ?

Folio:

BC OnLine Mailbox

Business Name: DYKE VALLEY BERRY FARMS LTD

Local Print Limit: 200

RSR017 - PRESS APPROPRIATE BUTTON TO PAGE FORWARD

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: AUG 07, 2020	Reg. Length: 6 YEARS
Reg. Time: 12:46:49	Expiry Date: AUG 07, 2026
Base Reg. #: 389399M	Control #: D6943348

Block#

S0001 Secured Party: NATIONAL BANK OF CANADA
 475 HOWE STREET, 29TH FLOOR
 VANCOUVER BC V6C 2B3

=D0001 Base Debtor: DYKE VALLEY BERRY FARMS LTD ✓
 (Business) 8391 152A STREET
 SURREY BC V3S 8M8

This is Exhibit "B" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.

João Victor Lima

A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202



**NATIONAL
BANK**

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

GRANTED BY: 1326 Mann Farms Inc. (hereafter called the "Debtor")

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

1. GRANT OF SECURITY INTEREST

1.1 Security Interest

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

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

1.2 Obligations Secured

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

1.3 Certain definitions

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

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

1.4 Attachment of Security

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

1.5 Real Property

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

2. REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Representations and Warranties

The Debtor hereby represents and warrants to the Bank that:

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

2.2 Covenants

The Debtor covenants with the Bank that the Debtor will:

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

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

2.3 Schedule A

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

3. INSURANCE

3.1 Insurance Covenant

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

3.2 Bank loss payee

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

4. DEALING WITH COLLATERAL

4.1 Disposition of Collateral by the Debtor

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

4.2 Notification of Account Debtors

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

4.3 Securities

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

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

4.4 Proceeds held in Trust for the Bank

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

4.5 Application of Funds

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

4.6 Collateral held by the Bank

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

5. DEFAULT AND REMEDIES

5.1 Events of Default

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

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

5.2 Consequences of a Default

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

5.3 Remedies

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

6.10 Discharge

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

6.11 Severability

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

6.12 Governing Law

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

IN WITNESS WHEREOF the parties have executed this Agreement.

DEBTOR:

1326 MANN FARMS INC.,
by its Authorized Signatory(ies).

2022 - Jan - 28
Date of Execution (YYYY MM DD)

Per: Guomeel Mann
Name: Guomeel Mann

NATIONAL BANK OF CANADA

Date of Execution (YYYY MM DD)

By: _____
(Authorized signature)

ADDRESS OF DEBTOR FOR NOTICE PURPOSES:

12101 84th Avenue, Surrey, BC V3W 3G4

ADDRESS OF BANK FOR NOTICE PURPOSES:

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

SCHEDULE A

To a General Security Agreement made as of Jan 28, 2022 between 1326 MANN FARMS INC., as Debtor and National Bank of Canada, as Bank.

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

Principal residence (for individuals only): 12101 84 Ave Surrey BC V3W 3G4
 Chief executive office (for businesses only)¹: 12101 84 Ave Surrey BC V3W 3G4
 Registered office (for businesses only)²: 12101 84 Ave Surrey BC V3W 3G4
 Other place(s) of business³: Surrey
 Governing law⁴: British Columbia
 [indicate governing law for a trust or partnership (other than a limited partnership), otherwise indicate N/A].

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

Address(es)⁵: 8201 Dyke Road, Abbotsford BC

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

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

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

This is Exhibit "C" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202



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

GRANTED BY: K P Drywall Ltd. (hereafter called the "Debtor")

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

1. GRANT OF SECURITY INTEREST

1.1 Security Interest

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

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

1.2 Obligations Secured

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

1.3 Certain definitions

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

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

1.4 Attachment of Security

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

1.5 Real Property

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

2. REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Representations and Warranties

The Debtor hereby represents and warrants to the Bank that:

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

2.2 Covenants

The Debtor covenants with the Bank that the Debtor will:

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

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

2.3 Schedule A

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

3. INSURANCE

3.1 Insurance Covenant

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

3.2 Bank loss payee

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

4. DEALING WITH COLLATERAL

4.1 Disposition of Collateral by the Debtor

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

4.2 Notification of Account Debtors

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

4.3 Securities

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

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

4.4 Proceeds held in Trust for the Bank

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

4.5 Application of Funds

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

4.6 Collateral held by the Bank

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

5. DEFAULT AND REMEDIES

5.1 Events of Default

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

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

5.2 Consequences of a Default

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

5.3 Remedies

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

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

5.4 Powers of the Receiver

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

5.5 Liability of Bank

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

5.6 Proceeds of Realization

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

6. GENERAL

6.1 Failure of Debtor to Perform

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

6.2 Power of Attorney

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

6.3 Appointment of Consultant

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

6.4 Waivers by Debtor

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

6.5 Waivers of Legal Limitations

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

6.6 Copy of Documents and Consent to Filings

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

6.7 Notices

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

6.8 Additional Security and Other Remedies

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

6.9 Further Assurances

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

6.10 Discharge

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

6.11 Severability

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

6.12 Governing Law

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

IN WITNESS WHEREOF the parties have executed this Agreement.

DEBTOR:

K P DRYWALL LTD.,
by its Authorized Signatory(ies).

2022-01-28

Date of Execution (YYYY MM DD)

Per: Komalpreet Singh Mann
Name: Komalpreet Singh Mann

NATIONAL BANK OF CANADA

By: _____
(Authorized signature)

Date of Execution (YYYY MM DD)

ADDRESS OF DEBTOR FOR NOTICE PURPOSES:

12101 84th Avenue, Surrey, BC V3W 3G4

ADDRESS OF BANK FOR NOTICE PURPOSES:

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

SCHEDULE A

To a General Security Agreement made as of Jan 28, 2022 between K P Drywall Ltd., as Debtor and National Bank of Canada, as Bank.

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

Principal residence (for individuals only):

Chief executive office (for businesses only)¹: 7986 134 St Surrey BC V3W 4T6

Registered office (for businesses only)²: 12091 84 Ave Surrey BC V3W 3G4

Other place(s) of business³: _____

Governing law⁴: British Columbia

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

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

Address(es)⁵: 8201 Dyke Road, Abbotsford BC

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

¹ If the Debtor has only one place of business, indicate the address of that place of business. If the Debtor has more than one place of business, indicate the address of its place of business which is its principal decision-making centre.

² Indicate "same as above" if the registered office (legal head office) is at the same address as the chief executive office.

³ Indicate "none" if the Debtor has no other place of business.

⁴ If the Debtor is a partnership (other than a limited partnership) or a trust, indicate the stated governing law in the partnership agreement or deed of trust.

⁵ Indicate "same as above" if the inventory and equipment of the Debtor are all located at the address(es) specified in 1.

This is Exhibit "D" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202



**NATIONAL
BANK**

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

GRANTED BY: 13 Mann Farms B.C. Ltd. (hereafter called the "Debtor")

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

1. GRANT OF SECURITY INTEREST

1.1 Security Interest

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

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

1.2 Obligations Secured

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

1.3 Certain definitions

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

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

1.4 Attachment of Security

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

1.5 Real Property

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

2. REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Representations and Warranties

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

2.2 Covenants

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

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

2.3 Schedule A

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

3. INSURANCE

3.1 Insurance Covenant

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

3.2 Bank loss payee

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

4. DEALING WITH COLLATERAL

4.1 Disposition of Collateral by the Debtor

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

4.2 Notification of Account Debtors

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

4.3 Securities

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

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

4.4 Proceeds held in Trust for the Bank

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

4.5 Application of Funds

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

4.6 Collateral held by the Bank

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

5. DEFAULT AND REMEDIES

5.1 Events of Default

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

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

5.2 Consequences of a Default

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

5.3 Remedies

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

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

5.4 Powers of the Receiver

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

5.5 Liability of Bank

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

5.6 Proceeds of Realization

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

6. GENERAL

6.1 Failure of Debtor to Perform

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

6.2 Power of Attorney

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

6.3 Appointment of Consultant

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

6.4 Waivers by Debtor

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

6.5 Waivers of Legal Limitations

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

6.6 Copy of Documents and Consent to Filings

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

6.7 Notices

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

6.8 Additional Security and Other Remedies

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

6.9 Further Assurances

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

6.10 Discharge

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

6.11 Severability

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

6.12 Governing Law

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

IN WITNESS WHEREOF the parties have executed this Agreement.

DEBTOR:

13 MANN FARMS B.C. LTD.,
by its Authorized Signatory(ies).

2022-01-28

Date of Execution (YYYY MM DD)

Per: *Rajmeet Mann*
Name: *Rajmeet Singh Mann*

NATIONAL BANK OF CANADA

By: _____
(Authorized signature)

Date of Execution (YYYY MM DD)

ADDRESS OF DEBTOR FOR NOTICE PURPOSES:

12101 84th Avenue, Surrey, BC V3W 3G4

ADDRESS OF BANK FOR NOTICE PURPOSES:

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

SCHEDULE A

To a General Security Agreement made as of Jan 28, 2022 between 13 Mann Farms B.C. Ltd., as Debtor and National Bank of Canada, as Bank.

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

Principal residence (for individuals only): 1201 84 Ave Surrey BC V3W 3G4
Chief executive office (for businesses only): 1201 84 Ave Surrey BC V3W 3G4
Registered office (for businesses only): 1201 84 Ave Surrey BC V3W 3G4
Other place(s) of business: _____
Governing law: British Columbia
(indicate governing law for a trust or partnership (other than a limited partnership), otherwise indicate N/A):

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

Address(es): 8201 Dyke Road, Abbotsford BC

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

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

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

This is Exhibit "E" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1139 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with

1326 Mann Farms Inc.

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

2. In this guarantee, the term "Guarantor" means the undersigned and, if there is more than one, each of them. This guarantee is a continuing guarantee for an unlimited amount and will subsist notwithstanding occasional repayment of the Secured Indebtedness in whole or in part.
3. All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or suable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies; advances, renewals or credits, in each case whether known to the Bank or not.
4. This guarantee will not be affected by any event, condition or circumstance or any act, delay, abstention or omission to act of any kind by the Client, the Bank or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, including (i) the death or loss or diminution of capacity of the Client or of the Guarantor, (ii) any change in the name of the Client or in the membership of the firm of the Client through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, (iii) the acquisition of the business of the Client by anyone, (iv) any change whatsoever in the objects, capital structure or constitution of the Client, (v) the Client or the business of the Client being amalgamated with a firm or corporation, or (vi) the bankruptcy, insolvency or winding up of the Client or any other person.
5. The Guarantor will be solely responsible for making his independent appraisal and investigation of the financial condition of the Client and for the assessment of the risks arising from this guarantee. The Bank will have no obligation to advise the Guarantor of any change in the financial condition of the Client or in the Bank's dealings with the Client.
6. This guarantee will not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. The Bank, without exonerating in whole or in part the Guarantor, may (i) amend the terms and conditions of the debts and liabilities hereby guaranteed, (ii) grant time, renewals, extensions, indulgences, releases and discharges to and take security from the Guarantor, (iii) abstain from taking, perfecting, registering, renewing or realizing on security, (iv) accept compromises and (v) otherwise deal with the Client and with any other person or persons, including any other guarantors, as it may see fit.
7. All monies received by the Bank from the Client or from any other person capable of being applied by the Bank in reduction of the Secured Indebtedness will be considered payments in gross and the Guarantor will have no right to claim them to reduce its liability under this guarantee. The Bank will have the right to apply these monies as it may see fit, not being bound by the law of imputation. The Guarantor will have no right to be subrogated to the Bank until the Bank will have received payment in full of its claims against the Client with interest and costs.
8. The Bank will not be obliged to exhaust its recourse against the Client or other persons or the security it may hold before being entitled to payment from the Guarantor of the Secured Indebtedness and it will not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
9. The Guarantor will be bound by any account settled between the Bank and the Client and, if no such account has been so settled, any account stated by the Bank will be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Client to the Bank.
10. The Guarantor will make payment to the Bank of the amount of his liability forthwith after demand therefor is made in writing. Such demand will be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor will bear interest from the date of such demand at the rate or rates then applicable to the Secured Indebtedness of the Client to the Bank.
11. All indebtedness and liability, present and future, of the Client to the Guarantor are hereby postponed to the Secured Indebtedness of the Client to the Bank. All monies received from the Client or on his behalf by the Guarantor will be held in his capacity as agent and trustee for the Bank and will be paid over to the Bank forthwith. Any amount thereby received by the Guarantor will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.
- Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Client, a trustee in bankruptcy or further to a proposal by the Client, a liquidator, an entity carrying out a forced disposal of the assets of the Client or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.
- Moreover, all indebtedness and liability, present and future, of the Client to the Guarantor are hereby assigned to the Bank as additional security for payment of the Secured Indebtedness. In the event that the guarantee is terminated pursuant to Section 13, this subordination and assignment will subsist until full payment of the Secured Indebtedness for which the Guarantor is liable on the date of termination.
12. This guarantee will bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns until termination thereof by notice in writing to the manager of the Bank branch at which the Client's account is held, but such termination by the Guarantor or his heirs, successors, executors, administrators, legal representatives or assigns will not prevent the continuance of the liability hereunder of any other guarantor.
13. The Guarantor will indemnify the Bank for any loss suffered by the Bank if any of the debts and liabilities intended to be guaranteed hereunder is not recoverable from the Guarantor under the other provisions of this guarantee. The amount of the loss will be equal to the amount which the Bank would otherwise have been entitled to recover.
14. This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given at any time held by the Bank, and without prejudice to any other security, by whomsoever given, held at any time by the Bank and the Bank will be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon. All the provisions of such other guarantee remain in force.
15. This guarantee and agreement will be valid and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank will be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been

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

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


IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at Surrey BC this 28 day of Jan 2022

SIGNED, SEALED AND DELIVERED

WITNESS

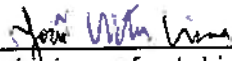

First name and last name (in block letters)

GUARANTOR: K P DRYWALL LTD.


Name Kunalpreet Singh Maini

KULBIR SINGH BENIWAL
Barrister, Solicitor & Notary Public
#266, 8128 128 Street
Surrey, B.C. V3W 1R1

This is Exhibit "F" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with

1326 Mann Farms Inc.

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

2. In this guarantee, the term "Guarantor" means the undersigned and, if there is more than one, each of them. This guarantee is a continuing guarantee for an unlimited amount and will subsist notwithstanding occasional repayment of the Secured Indebtedness in whole or in part.
3. All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or stable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies, advances, renewals or credits, in each case whether known to the Bank or not.
4. This guarantee will not be affected by any event, condition or circumstance or any act, delay, abstention or omission to act of any kind by the Client, the Bank or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, including (i) the death or loss or diminution of capacity of the Client or of the Guarantor, (ii) any change in the name of the Client or in the membership of the firm of the Client through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, (iii) the acquisition of the business of the Client by anyone, (iv) any change whatsoever in the objects, capital structure or constitution of the Client, (v) the Client or the business of the Client being amalgamated with a firm or corporation, or (vi) the bankruptcy, insolvency or winding up of the Client or any other person.
5. The Guarantor will be solely responsible for making his independent appraisal and investigation of the financial condition of the Client and for the assessment of the risks arising from this guarantee. The Bank will have no obligation to advise the Guarantor of any change in the financial condition of the Client or in the Bank's dealings with the Client.
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15. This guarantee and agreement will be valid and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank will be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been

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- 17. This guarantee will be construed and governed in accordance with the laws of the Province of British Columbia and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein will limit the Bank's right to bring proceedings against the Guarantor elsewhere.
- 18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at Surrey BC this 28 day of Jan 2021

SIGNED, SEALED AND DELIVERED

WITNESS

First name and last name (in block letters)

GUARANTOR: 13 MANN FARMS B.C. LTD.

Name

KULBIR SINGH BENIWAL
Barrister, Solicitor & Notary Public
#266, 8128 128 Street
Surrey, B.C. V3W 1R1

This is Exhibit "G" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with

1326 Mann Farms Inc.

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

2. In this guarantee, the term "Guarantor" means the undersigned and, if there is more than one, each of them. This guarantee is a continuing guarantee for an unlimited amount and will subsist notwithstanding occasional repayment of the Secured Indebtedness in whole or in part.
3. All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or suable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies, advances, renewals or credits, in each case whether known to the Bank or not.
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- 18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at Surrey BC
 this 28 day of Jan 2022

SIGNED, SEALED AND DELIVERED:

WITNESS

First name and last name (in block letters)

KULBIR SINGH BENIWAL
 Barrister, Solicitor & Notary Public
 #266, 8128 128 Street
 Surrey, B.C. V3W 1R1

GUARANTOR:

Name: **GURMEET MANN**

This is Exhibit "H" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with

1326 Mann Farms Inc.

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

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

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

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

IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at Surrey BC
this 28 day of Jan 2022

SIGNED, SEALED AND DELIVERED

WITNESS

First name and last name (in block letters)

GUARANTOR

Name: **KOMALPREET MANN**

KULBIR SINGH BENIWAL
Barrister, Solicitor & Notary Public
#266, 8128 128 Street
Surrey, B.C. V3W 1R1

This is Exhibit "I" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202



SUBORDINATION AGREEMENT

1. **Subordination** For good and valuable consideration, the undersigned agrees that:

All the debts, which are now or may hereafter become due or owing by **1326 MANN FARMS INC.** (the "Client") as well as the redemption of all the shares and units, which the undersigned holds or shall hold in the Client's capital shall be subordinated in all respects to the payment of the Client's obligations to National Bank of Canada (the "Bank"); these debts, shares and units are hereinafter called the "Subordinated Debts."

In addition, the undersigned undertakes not to assign, transfer or collateralize for the Subordinated Debts.

2. **Effects of Subordination.** As a result of such subordination, the undersigned agrees that payment of the Subordinated Debts shall become due and payable, and shall be made only after the payment of any and all obligations of the Client to the Bank, unless a written authorization from the Bank authorizes such payment.

3. **Delivery of Sums Collected.** should the undersigned nonetheless receive sums in payment of the Subordinated Debts, he shall hold such sums as a depository and trustee for the Bank, and shall deliver the same to the Bank without delay. Any amount thereby received by the undersigned will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

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

4. **Scope of the Commitment.** This subordination shall be valid even if the Client did not have a legal personality or legal capacity. If the Client is a partnership, this subordination shall remain in force notwithstanding any change in the members, the business, or objects of the partnership. If the Client is a corporation, this subordination shall remain in force notwithstanding any change in the incorporation, capital, business, or objects of the corporation, regardless of the amalgamation of the Client with another entity. Furthermore, the undersigned waives all rights to invoke any grounds for nullity of the Client's obligations or any excess or lack of power on the part of the persons having acted on the Client's behalf to incur obligations in the Client's name.

5. **Rights of the Bank** All sums which the Bank may receive hereunder may, at its discretion, be held as security for the Client's obligations to the Bank or may be applied to the payment of such obligations, whether or not due. The Bank shall have the choice of how any such sums collected shall be applied.

6. **Interpretation** The Client's obligations to the Bank targeted by this agreement are all obligations to the Bank, direct and indirect, present and future, of any nature whatsoever, and whether incurred by the Client alone or with others, as the principal debtor, guarantor or in any other capacity.


7. **Successors.** This agreement shall be binding upon the undersigned to the benefit of the Bank and any of its successors, by way of amalgamation or otherwise.

SIGNED and executed at Surrey B.C. this 28 day of Jan 2022.


Witness

Signature(s)

K P DRYWALL LTD., by its Authorized Signatory(ies)


 KULBIR SINGH BENIWAL
 Barrister, Solicitor & Notary Public
 #266, 8128 128 Street
 Surrey, B.C. V3W 1R1

NAME:


 Komalpreet Singh Mann

ACCEPTANCE

The Client named in this subordination agreement acknowledges having received a copy and having taken cognizance thereof and further agrees to comply therewith, including to making payments directly to the Bank for all Subordinated Debts.

SIGNED and executed at Surrey this 28 day of Jan 2022

Witness

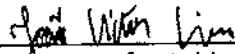
Signature(s)
1326 MANN FARMS INC., by its Authorized Signatory(ies).



Gurmeet Mann
NAME: Gurmeet Singh Mann

KULBIR SINGH BENIWAL
Barrister, Solicitor & Notary Public
#266, 8128 128 Street
Surrey, B.C. V3W 1R1

This is Exhibit "J" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202



SUBORDINATION AGREEMENT

1. **Subordination** For good and valuable consideration, the undersigned agrees that:

All the debts, which are now or may hereafter become due or owing by **1326 MANN FARMS INC.** (the "Client") as well as the redeptor of all the shares and units, which the undersigned holds or shall hold in the Client's capital shall be subordinated in all respects to the payment of the Client's obligations to National Bank of Canada (the "Bank"); these debts, shares and units are hereinafter called the "Subordinated Debts."

In addition, the undersigned undertakes not to assign, transfer or collateralize for the Subordinated Debts.

2. **Effects of Subordination.** As a result of such subordination, the undersigned agrees that payment of the Subordinated Debts shall become due and payable, and shall be made only after the payment of any and all obligations of the Client to the Bank, unless a written authorization from the Bank authorizes such payment.

3. **Delivery of Sums Collected.** should the undersigned nonetheless receive sums in payment of the Subordinated Debts, he shall hold such sums as a depository and trustee for the Bank, and shall deliver the same to the Bank without delay. Any amount thereby received by the undersigned will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

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

4. **Scope of the Commitment.** This subordination shall be valid even if the Client did not have a legal personality or legal capacity. If the Client is a partnership, this subordination shall remain in force notwithstanding any change in the members, the business, or objects of the partnership. If the Client is a corporation, this subordination shall remain in force notwithstanding any change in the incorporation, capital, business, or objects of the corporation, regardless of the amalgamation of the Client with another entity. Furthermore, the undersigned waives all rights to invoke any grounds for nullity of the Client's obligations or any excess or lack of power on the part of the persons having acted on the Client's behalf to incur obligations in the Client's name.

5. **Rights of the Bank** All sums which the Bank may receive hereunder may, at its discretion, be held as security for the Client's obligations to the Bank or may be applied to the payment of such obligations, whether or not due. The Bank shall have the choice of how any such sums collected shall be applied.

6. **Interpretation** The Client's obligations to the Bank targeted by this agreement are all obligations to the Bank, direct and indirect, present and future, of any nature whatsoever, and whether incurred by the Client alone or with others, as the principal debtor, guarantor or in any other capacity.

7. **Successors.** This agreement shall be binding upon the undersigned to the benefit of the Bank and any of its successors, by way of amalgamation or otherwise.

SIGNED and executed at Surrey this 28 day of Jan 2022.

Witness

Signature(s)
13 MANN FARMS B.C. LTD., by its Authorized Signatory(ies).

Harmeet Mann
NAME: Harmeet Singh Mann

KULBIR SINGH BENIWAL
Barrister, Solicitor & Notary Public
#266, 8128 128 Street
Surrey, B.C. V3W 1R1

ACCEPTANCE

The Client named in this subordination agreement acknowledges having received a copy and having taken cognizance hereof and further agrees to comply therewith, including to making payments directly to the Bank for all Subordinated Debts.

SIGNED and executed at Surrey BC this 28 day of Jan 2022

Witness

Signature(s)
1326 MANN FARMS INC., by its Authorized Signatory(ies)

Harmeet Mann
NAME: Harmeet Singh Mann

KULBIR SINGH BENIWAL
Barrister, Solicitor & Notary Public
#266, 8128 128 Street
Surrey, B.C. V3W 1R1

This is Exhibit "K" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
804-631-5202



SUBORDINATION AGREEMENT

1. **Subordination** For good and valuable consideration, the undersigned agrees that:

All the debts, which are now or may hereafter become due or owing by **1326 MANN FARMS INC.** (the "Client") as well as the redemption of all the shares and units, which the undersigned holds or shall hold in the Client's capital shall be subordinated in all respects to the payment of the Client's obligations to National Bank of Canada (the "Bank"); these debts, shares and units are hereinafter called the "Subordinated Debts."

In addition, the undersigned undertakes not to assign, transfer or collateralize for the Subordinated Debts.

2. **Effects of Subordination.** As a result of such subordination, the undersigned agrees that payment of the Subordinated Debts shall become due and payable, and shall be made only after the payment of any and all obligations of the Client to the Bank, unless a written authorization from the Bank authorizes such payment.

3. **Delivery of Sums Collected.** should the undersigned nonetheless receive sums in payment of the Subordinated Debts, he shall hold such sums as a depository and trustee for the Bank, and shall deliver the same to the Bank without delay. Any amount thereby received by the undersigned will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

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

4. **Scope of the Commitment.** This subordination shall be valid even if the Client did not have a legal personality or legal capacity. If the Client is a partnership, this subordination shall remain in force notwithstanding any change in the members, the business, or objects of the partnership. If the Client is a corporation, this subordination shall remain in force notwithstanding any change in the incorporation, capital, business, or objects of the corporation, regardless of the amalgamation of the Client with another entity. Furthermore, the undersigned waives all rights to invoke any grounds for nullity of the Client's obligations, or any excess or lack of power on the part of the persons having acted on the Client's behalf to incur obligations in the Client's name.

5. **Rights of the Bank** All sums which the Bank may receive hereunder may, at its discretion, be held as security for the Client's obligations to the Bank or may be applied to the payment of such obligations, whether or not due. The Bank shall have the choice of how any such sums collected shall be applied.

6. **Interpretation** The Client's obligations to the Bank targeted by this agreement are all obligations to the Bank, direct and indirect, present and future, of any nature whatsoever, and whether incurred by the Client alone or with others, as the principal debtor, guarantor or in any other capacity.

7. **Successors.** This agreement shall be binding upon the undersigned to the benefit of the Bank and any of its successors by way of amalgamation or otherwise.

SIGNED and executed at Surrey this 18 day of Jan 2022

Witness

Signature(s)

Gurmeet Mann
NAME: GURMEET MANN

KULBIR SINGH BENIWAL
Barrister, Solicitor & Notary Public
#266, 8128 128 Street
Surrey, B.C. V3W 1R1

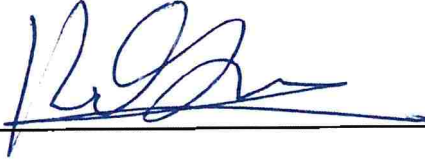
ACCEPTANCE

The Client named in this subordination agreement acknowledges having received a copy and having taken cognizance thereof and further agrees to comply therewith, including to making payments directly to the Bank for all Subordinated Debts.


SIGNED and executed at Surrey BC this 28 day of Jan 2022 .

Witness

Signature(s):
1326 MANN FARMS INC., by its Authorized Signatory(ies).



KULBIR SINGH BENIWAL
Barrister, Solicitor & Notary Public
#266, 8128 128 Street
Surrey, B.C. V3W 1R1


NAME: Gurmeet Singh Mann

This is Exhibit "L" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.

João Victor Lima

A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V8E 4E5
604-631-5202



SUBORDINATION AGREEMENT

1. Subordination For good and valuable consideration, the undersigned agrees that:

All the debts, which are now or may hereafter become due or owing by 1326 MANN FARMS INC. (the "Client") as well as the redemption of all the shares and units, which the undersigned holds or shall hold in the Client's capital shall be subordinated in all respects to the payment of the Client's obligations to National Bank of Canada (the "Bank"); these debts, shares and units are hereinafter called the "Subordinated Debts."

In addition, the undersigned undertakes not to assign, transfer or collateralize for the Subordinated Debts.

2. Effects of Subordination. As a result of such subordination, the undersigned agrees that payment of the Subordinated Debts shall become due and payable, and shall be made only after the payment of any and all obligations of the Client to the Bank, unless a written authorization from the Bank authorizes such payment.

3. Delivery of Sums Collected. should the undersigned nonetheless receive sums in payment of the Subordinated Debts, he shall hold such sums as a depository and trustee for the Bank, and shall deliver the same to the Bank without delay. Any amount thereby received by the undersigned will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

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

4. Scope of the Commitment. This subordination shall be valid even if the Client did not have a legal personality or legal capacity. If the Client is a partnership, this subordination shall remain in force notwithstanding any change in the members, the business, or objects of the partnership. If the Client is a corporation, this subordination shall remain in force notwithstanding any change in the incorporation, capital, business, or objects of the corporation, regardless of the amalgamation of the Client with another entity. Furthermore, the undersigned waives all rights to invoke any grounds for nullity of the Client's obligations or any excess or lack of power on the part of the persons having acted on the Client's behalf to incur obligations in the Client's name.

5. Rights of the Bank All sums which the Bank may receive hereunder may, at its discretion, be held as security for the Client's obligations to the Bank or may be applied to the payment of such obligations, whether or not due. The Bank shall have the choice of how any such sums collected shall be applied.

6. Interpretation The Client's obligations to the Bank targeted by this agreement are all obligations to the Bank, direct and indirect, present and future, of any nature whatsoever, and whether incurred by the Client alone or with others, as the principal debtor, guarantor or in any other capacity.

7. Successors. This agreement shall be binding upon the undersigned to the benefit of the Bank and any of its successors, by way of amalgamation or otherwise.

SIGNED and executed at Surrey this 28 day of Jan 2022.

Witness

Signature(s)


KULBIR SINGH BENIWAL
Barrister, Solicitor & Notary Public
#266, 8128 128 Street
Surrey, B.C. V3W 1R1


NAME: KOMALPREET MANN

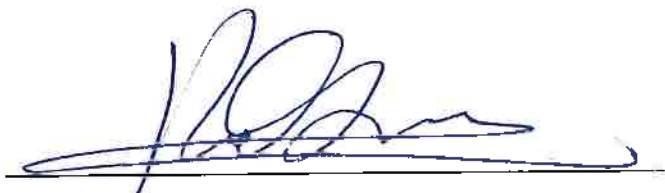
ACCEPTANCE

The Client named in this subordination agreement acknowledges having received a copy and having taken cognizance thereof and further agrees to comply therewith, including to making payments directly to the Bank for all Subordinated Debts.

SIGNED and executed at Surrey BC this 28 day of 2022 2022

Witness

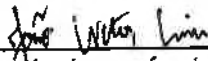
Signature(s)
1326 MANN FARMS INC., by its Authorized Signatory(ies).



KULBIR SINGH BENIWAL
Barrister, Solicitor & Notary Public
#266, 8128 128 Street
Surrey, B.C. V3W 1R1

Gurmeet Mann
NAME: Gurmeet Singh Mann

This is Exhibit "M" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

ENVIRONMENTAL AGREEMENT AND INDEMNITY

THIS ENVIRONMENTAL AGREEMENT AND INDEMNITY dated 28 Jan, 2022
and made

BETWEEN:

1326 MANN FARMS INC., a company under the *Business Corporations Act* of British Columbia (BC1331357), having an address at 12101 84th Avenue, Surrey, BC V3W 3G4

(the "**Borrower**")

AND:

1251773 B.C. LTD., a company under the *Business Corporations Act* of British Columbia (BC1251773), having an address at 12101 84th Avenue, Surrey, BC V3W 3G4

("1251773")

AND:

K P DRYWALL LTD., a company under the *Business Corporations Act* of British Columbia (BC1059785), having an address at 12101 84th Avenue, Surrey, BC V3W 3G4

("Drywall")

AND:

13 MANN FARMS B.C. LTD., a company under the *Business Corporations Act* of British Columbia (BC1125113), having an address at 12101 84th Avenue, Surrey, BC V3W 3G4

("Farms BC")

AND:

DYKE VALLEY BERRY FARMS LTD., a company under the *Business Corporations Act* of British Columbia (BC 1041355), having an address at 12101 84th Avenue, Surrey, BC V3W 3G4

("Dyke Valley")

AND:

GURMEET MANN, having an address at 12101 84th Avenue, Surrey, BC V3W 3G4

("Gurmeet")

AND:

KOMALPREET MANN, having an address 12101 84th Avenue, Surrey, BC V3W 3G4

("Komalpreet", together with Furmeet, 1251773, Drywall, Farms BC and Dyke Valley, the "**Guarantor**")

– 2 –

AND:

NATIONAL BANK OF CANADA, a Canadian chartered bank,
having an office at 805 West Pender Street, Vancouver, BC V6C
1K6

(the “**Lender**”)

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

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

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

ARTICLE 1 DEFINITIONS

1.1 Definitions

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

- (a) “**Agreement**” or “**this Agreement**” means this Agreement including all recitals and schedules hereto as amended, modified, restated or replaced from time to time.
- (b) “**Borrower**” means the Person described above as the “**Borrower**” and his, her or its heirs, executors, administrators, successors and assigns, whether immediate or derivative.
- (c) “**Credit Agreement**” means the offer of financing dated January 14, 2022, issued by the Lender, to and accepted by, the Borrower in connection with the Loans and includes all amendments thereto and modifications, restatements and replacement thereof from time to time.
- (d) “**Guarantor**” means the parties described above as the “**Guarantor**” and their respective heirs, executors, administrators, successors and assigns, whether immediate or derivative and each is a “Guarantor”.
- (e) “**Hazardous Materials**” means:
 - (i) any chemical, material or substance from time to time defined as or included in the definition of “**dangerous goods**”, “**deleterious substance**”, “**hazardous substances**”, “**hazardous wastes**”, “**hazardous materials**”, “**extremely hazardous wastes**”, “**restricted hazardous waste**”, or “**toxic substances**”, “**waste**” or “**special waste**” or words of similar import under any Hazardous Materials Laws;
 - (ii) any other chemical, material or substance, exposure to which is now or hereafter prohibited, limited or regulated by any governmental authority or

- 3 -

which may or could pose a hazard to the owner or any occupant of real property or any Person coming upon such real property, or the owner or any occupant of any property adjacent to or surrounding such real property, or any other Person coming upon any such adjacent or surrounding property; and

- (iii) any other chemical, material or substance which may or could pose a hazard to the environment.
- (f) **"Hazardous Materials Claims"** means:
- (i) any and all enforcement, cleanup, removal, remedial or other governmental or regulatory actions, prosecutions, investigations, agreements, injunctions or orders instituted or completed pursuant to any Hazardous Material Laws; and
 - (ii) any and all claims made by any third party against real property or any past or present owner, tenant or other occupant thereof or any part thereof relating to damage, contribution, cost recovery, compensation, loss or injury resulting from the presence, release or discharge of any Hazardous Materials on, under or about such real property, or the migration of any Hazardous Materials from or to such real property.
- (g) **"Hazardous Materials Laws"** means federal, provincial or local laws, rules, ordinances, regulations, orders or other edicts from time to time having the force of law relating to the environment or any Hazardous Materials (including, without limitation, the use, handling, generation, manufacturing, storage, transportation, production, disposal, discharge or release thereof or the terms of any permit issued therefor) or the environmental conditions on, under or about real property including, without limitation, soil, groundwater and indoor and ambient air conditions.
- (h) **"Indemnitees"** means:
- (i) the Lender;
 - (ii) each Person who is part of any group of undisclosed investors for whom the Lender may now or at any time hereafter be acting as administrator or trustee in respect of the Loan;
 - (iii) every other Person who acquires the whole or any part of the interest of the Owner in and to the Lands or any part thereof, at a foreclosure sale or otherwise through the exercise of the Lender's rights and remedies;
 - (iv) all directors, officers, employees and agents of each of the aforementioned Persons; and
 - (v) all of the respective heirs, executors, Personal representatives, successors and assigns of each of the aforementioned Persons.
- (i) **"Lands"** means the land(s) and premises civically and legally described in Schedule A hereto.

– 4 –

- (j) **“Lender”** means the party described above and its successors and assigns, whether immediate or derivative.
- (k) **“Loan”** means the loans in the aggregate amount of \$14,342,000.00 contemplated by the Credit Agreement.
- (l) **“Obligant”** means the Borrower and the Guarantor.
- (m) **“Obligant's Other Obligations and Liabilities”** means the Obligant's obligations and liabilities to the Lender in connection with the Loan other than its obligations and liabilities set forth in this Agreement.
- (n) **“Owner”** means each Person who is the owner of the legal and beneficial fee simple title to the Lands or any part(s) thereof.
- (o) **“Persons”** or **“Person”** means and includes any individual, sole proprietorship, corporation, partnership, bank, joint venture, trust, unincorporated association, association, institution, entity, party or government (whether national, federal, provincial, state, municipal, city, county or otherwise and including any instrumentality, division, agency, body or department thereof).

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 General

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

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

except in compliance with all Hazardous Materials Laws.
- (b) **No Proceedings:** Except as otherwise disclosed to the Lender in writing, the Obligant is not aware of any Hazardous Materials Claims having been instituted at any time against or in respect of:
 - (i) the Lands or any part thereof or any real property adjacent to or surrounding the Lands or any part thereof;
 - (ii) any operations carried out on the Lands or any part thereof by the Owner or any previous owner of the Lands or any part thereof, or by any existing or previous tenant or occupant of the Lands or any part thereof; or

– 5 –

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

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

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

2.2 Reliance and Survival

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

ARTICLE 3 AGREEMENTS

3.1 General

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

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

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except in compliance with all Hazardous Materials Laws.

- (c) **Remedial Action:** If Hazardous Materials are used, handled, generated, manufactured, produced, transported, released, discharged, disposed of or stored on, under or about the Lands or any part thereof other than in compliance with Hazardous Materials Laws, the Obligant shall:
- (i) promptly take any and all necessary remedial action in response thereto as may be required to bring the Lands or any part thereof into compliance with all applicable Hazardous Material Laws; and
 - (ii) undertake such remedial action to the satisfaction of the Lender acting reasonably so as to minimize any impairment to the Lands or any part thereof and the grants, mortgages and charges created any security relating thereto in favour of the Lender.
- (d) **Consultant's Report:** As and when requested by the Lender from time to time, the Obligant shall promptly submit at its own expense, a written report satisfactory in form and content to and prepared by a consultant approved by the Lender; detailing the past and present environmental condition of the Lands and confirming whether the Lands or any part thereof are then or have been previously used for the generation, manufacture, storage, production, disposal, discharge of any Hazardous Materials.
- (e) **Notification of Claims, etc.:** The Obligant shall immediately advise the Lender in writing of:
- (i) any and all Hazardous Materials Claims relating to the Lands or any part thereof or any current or previous operations carried out thereon;
 - (ii) the presence of any Hazardous Materials on, under or about the Lands or any part thereof or any real property adjacent to or surrounding the Lands or any part thereof;
 - (iii) any remedial action taken in response to any Hazardous Materials Claims or to any Hazardous Materials Laws relating to the Lands or any part thereof or to any current or previous operations carried out on thereon; and
 - (iv) any occurrence of a condition on any real property adjacent to or surrounding the Lands or any part thereof that under any Hazardous Material Laws could cause the Lands or any part thereof to be subjected to Hazardous Materials Claims or any restrictions on the ownership, occupancy, transferability or use of the Lands or any part thereof,
- in each instance, as and when it becomes aware of the same.
- (f) **Provide Communications:** The Obligant shall Immediately provide the Lender with copies of all communications between it and any federal, provincial or local government or agency or any other Person relating to both the Lands or any part thereof and any Hazardous Materials Laws and with copies of all communications between it and any Person relating to Hazardous Material Claims relating to the Lands or any part thereof, or any current or previous operations carried out thereon.

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- (g) **Lender May Enter and Remedy:** The Obligant agrees that if the Obligant is in default under any of the provisions of this Agreement, then, in addition to any other remedies the Lender may have, whether under this Agreement or otherwise, the Lender may, at its sole discretion, enter upon the Lands or any part thereof and take such actions or steps and incur such costs and expenses as it deems necessary to effect the Obligant's compliance with this Agreement and the expense and cost of so doing including without limitation:
- (i) the expense and cost of the time and services of the Lender for so doing;
 - (ii) the expense and cost of retaining any engineer, environmental consultant, investigator or other professional to assist in so doing; and
 - (iii) any legal fees and disbursements, governmental fees, licenses, permits and the like and any other cost or expense which the Lender in its discretion acting reasonably determines to be associated with effecting any such compliance,

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

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

ARTICLE 4 INDEMNITY

4.1 Indemnity

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

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- (c) In addition, if any Hazardous Materials are removed or caused to be removed from the Lands or any part thereof, whether by the Owner or by the Lender or any other Person, then those Hazardous Materials will be and remain the property of the Obligant and the Obligant shall assume any and all liability for such removed Hazardous Materials and the Obligant shall protect, indemnify and hold the Indemnitees and each of them harmless from and against any and all actual or potential claims, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including with out limitation, legal and consultant fees and disbursements and cost and expenses of investigation) and the like which in any way arise out of or relate thereto.

4.2 Liability under Indemnity

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

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

and not upon the realization of loss or damage.

4.3 Payment under Indemnity

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

4.4 Obligations and Liabilities Unconditional

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

4.5 Obligations and Liabilities in General

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

- (a) are separate and distinct obligations from the Obligant's Other Obligations and Liabilities;
- (b) survive the payment and satisfaction of the Obligant's Other Obligations and Liabilities and the discharge of the security documents from time to time taken as security therefor (and in particular any mortgage(s) of the Lands or any part thereof);
- (c) are not discharged or satisfied by foreclosure of the charges created by any security documents securing the Obligant's Other Obligations and Liabilities; and

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- (d) will continue in effect after any transfer of the Lands or any part thereof, including, without limitation, any transfer made pursuant foreclosure proceedings (whether judicial or nonjudicial), or by any transfer in lieu of foreclosure.

ARTICLE 5 MISCELLANEOUS

5.1 Additional Rights

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

5.2 Additional Security

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

5.3 Dealings With Others

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

5.4 No Merger

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

5.5 Time of the Essence

Time is of the essence of this Agreement.

5.6 Obligant Bound

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

5.7 Execution in Counterparts

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

5.8 Notices

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

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

NATIONAL BANK OF CANADA
805 West Pender Street
Vancouver, BC V3T 0K7

Attention: Sameer Sharma
Fax No: 604.661.5530

with a copy to:

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

Attention: Andrew Jackson
Fax No: 604.631.3232

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

12101 84th Avenue
Surrey, BC V3W 3G4

Attention: Gurmeet Mann
Fax No: _____

with a copy to:

BENIWAL LAW OFFICE
#266, 8128 128 Street
Surrey, B.C. V3W 1R1

Attention: Kulbir Singh Beniwal
Fax No: 604 608 5441

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

5.9 Change of Name, Etc.

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

5.10 Amendment

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

ARTICLE 6 INTERPRETATION

6.1 Headings

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

6.2 Hereof, Etc.

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

6.3 Joint and Several Liability

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

6.4 Severability

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

6.5 Governing Law

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

6.6 Interpretation

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

6.7 Lender as Agent

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

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

(c) obligations and liabilities,

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

6.8 Binding Effect

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

EXECUTED at Surrey BC, British Columbia on the 28 day of Jan, 2022.

1251773 B.C. LTD.

1326 MANN FARMS INC.

Per: Lurmeet Mann
Authorized Signatory

Per: Lurmeet Mann
Authorized Signatory

Per: Kamal Patel Sr.
Authorized Signatory

Per: Kamal Patel Sr.
Authorized Signatory

K P DRYWALL LTD.

DYKE VALLEY BERRY FARMS LTD.

Per: Kamal Patel Sr.
Authorized Signatory

Per: Lurmeet Mann
Authorized Signatory

Per: _____
Authorized Signatory

Per: Kamal Patel Sr.
Authorized Signatory

13 MANN FARMS B.C. LTD.

Per: Lurmeet Mann
Authorized Signatory

Per: Kamal Patel Sr.
Authorized Signatory

WITNESS:

[Handwritten signature]

Witness

Address

Occupation

[Handwritten signature]

Komalpreet Mann

WITNESS:

[Handwritten signature]

Witness

Address

Occupation

[Handwritten signature]

Gurmeet Mann

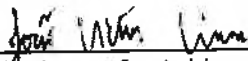
KULBIR SINGH BENIWAL
Barrister, Solicitor & Notary Public
Occupation #266, 8128 128 Street
Surrey, B.C. V3W 1R1

As to both signatures

**SCHEDULE A
LANDS**

8201 Dyke Road, Abbotsford BC legally described as PID: 024-200-981, Lot 1 Section 28
Township 14 New Westminster District Plan LMP38638

This is Exhibit "N" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

ASSIGNMENT OF INSURANCE POLICIES AND PROCEEDS AGREEMENT

THIS ASSIGNMENT is made as of Jan 28, 2022 by 1326 MANN FARMS INC. and DYKE VALLEY BERRY FARMS LTD. in favour NATIONAL BANK OF CANADA (the "Lender").

BACKGROUND:

Pursuant to an offer of financing dated for reference January 14, 2022 (as amended, extended, renewed or replaced and in effect from time to time, the "**Commitment Letter**") between 1326 Mann Farms Inc. (the "**Borrower**") and the Lender, the Lender has agreed to establish a certain credit facilities in favour of the Borrower for the purposes and on the terms and conditions more specifically set forth therein.

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

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

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

1. Each word and expression (capitalized or not) defined or given an extended meaning in the Commitment Letter, and not otherwise defined herein, is used in this Assignment with the respective defined or extended meaning assigned in the Commitment Letter, and the following terms have the following meanings in this Assignment:
 - (a) "**Borrower**" means 1326 Mann Farms Inc.
 - (b) "**Commitment Letter**" means the offer of financing dated January 14, 2021 (as amended, extended, renewed or replaced and in effect from time to time) executed by the Lender, the Borrower, which provides for a term loan in the principal amount of \$2,500,000.00, a term loan in the principal amount of \$11,492,000.00 and a line of credit in the principal amount of \$300,000.00 for the purpose set out therein.

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

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

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

- the relevant insurer, the Insured Debtor and others, and with any Monies and other securities as the Lender sees fit, without prejudice to the liability of the Insured Debtor or the Lender's right to hold and realize this security.
13. The Lender may charge on its own behalf and also pay to others, reasonable sums for expenses incurred and for services rendered (expressly including reasonable legal fees and disbursements) in or in connection with collecting, realizing or obtaining payment of the Monies assigned under this Assignment, and may add the amount of those sums to the Secured Obligations.
 14. Upon request by the Lender from time to time, the Insured Debtor will (a) deliver in writing to the Lender all information relating to any Policy and all Monies payable to the Insured Debtor under that Policy, and the Lender will be entitled to inspect and make copies of any books, papers, documents or records evidencing or relating to any Policy, and for that purpose, the Lender will have reasonable access to all premises occupied by the Insured Debtor that contain such books, papers, documents and records during regular office hours upon giving reasonable notice; and (b) do all acts and things to give any receipts, deeds, transfers, discharges or other instruments which may be necessary to enable the Lender to obtain payment of all or any part of the Monies assigned by this Assignment, or which an insurer may be entitled to receive from the Insured Debtor.
 15. Upon receipt from the respective insurer of original copies of each of the Policies the Insured Debtors will forthwith provide the Lender with a certified copy of each Policy, together with a certified copy of each Policy issued in replacement of or in substitution for any original Policy or Policies or as a renewal of any original Policy or Policies.
 16. The Lender will not be responsible for any loss which may be occasioned by the exercise of or the failure to exercise any powers contained in this Assignment except for its wilful misconduct or gross negligence.
 17. The Insured Debtor irrevocably constitutes and appoints any officer of the Lender the true and lawful attorney of such Insured Debtor, in the name and on behalf of such Insured Debtor, from time to time to endorse, assign and transfer to the Lender any Policy and any right, title, interest and benefit in and to the same of such Insured Debtor, and to sign, execute and deliver any document necessary to enable the Lender to obtain the Monies to which the Lender is entitled under this Assignment in order that the full title to the same may be vested in the Lender.
 18. This Assignment is given in addition to and not in substitution for any other assignment or other security given to and still held by the Lender and is taken by the Lender as additional security for the fulfilment of the Secured Obligations, and will not operate as a merger of any simple contract debt, or as a novation of any obligation, or in any way suspend the fulfilment of, or prejudice or affect the rights, remedies and powers of the Lenders in respect of the Secured Obligations, or any security held by the Lenders for the fulfilment of the Secured Obligations.
 19. This Assignment will enure for the benefit of the Lender and its successors and assigns and will be binding on the Insured Debtor and its successors and permitted assigns.
 20. All the rights of the Lender under this Assignment will be assignable and in any action brought by an assignee to enforce those rights, the Insured Debtor will not assert against

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

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

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

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

DYKE VALLEY BERRY FARMS LTD.

Per: Surmeet Mann
Name:
Title:

Per: Kamal Bhatia
Name:
Title:

1326 MANN FARMS INC.

Per: Surmeet Mann
Name:
Title:

Per: Kamal Bhatia
Name:
Title:

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

8201 Dyke Road, Abbotsford BC legally described as PID: 024-200-981, Lot 1 Section 28 Township 14 New Westminster District Plan LMP38638.

Personal Property

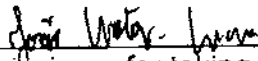
All personal property located on, used primarily in connection with or arising from the Real Property

SCHEDULE "B"

EXISTING INSURANCE POLICIES

Please refer to certificate(s) of insurance attached.

This is Exhibit "O" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V8E 4E5
604-631-5202

ACKNOWLEDGEMENT AND CONFIRMATION AGREEMENT

WHEREAS:

- A. 1251773 B.C. Ltd. ("**1251773**") established certain credit facilities with National Bank of Canada (the "**Lender**") pursuant to a Facility Letter dated June 29, 2020 (the "**Prior Facility Letter**");
- B. 1326 Mann Farms Inc. ("**Mann Farms**") has established certain credit facilities with the Lender pursuant to a Facility Letter dated January 14, 2022 (the "**2021 Facility Letter**", and together with the Prior Facility Letter, the "**Facility Letters**");
- C. Mann Farms has entered into a Share Purchase Agreement dated January 18, 2022 with Jaswant Singh Mann to purchase all the issued and outstanding shares of 1251773;
- D. 1251773 owns all the issued and outstanding shares in Dyke Valley Berry Farms Ltd. ("**Dyke Valley**"); and
- E. Under the Prior Facility Letter, the following security was granted to the Lender (collectively, the "**Existing Security Documents**"):
 - (a) a general security agreement granted by 1251773 dated July 15, 2020 and registered in the British Columbia Personal Property Registry ("**PPR**") on July 17, 2020 under base registration number 346135M;
 - (b) a general security agreement granted by Dyke Valley dated July 15, 2020 and registered in the PPR on August 7, 2020 under base registration number 389399M;
 - (c) an unlimited all indebtedness Mortgage and Assignment of Rents charging the lands located at 8201 Dyke Road, Abbotsford BC, granted by Dyke Valley and registered in the British Columbia Land Title Office on August 7, 2020 under registration numbers CA8349398 and CA8349399;

IN CONSIDERATION OF the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Mann Farms, 1251773 and Dyke Valley (collectively, the "**Parties**"), each of the undersigned hereby agree as follows:

1. Each of the Parties hereby promises to pay to the Lender all obligations, debts and liabilities, present or future, absolute or contingent, due or not yet due, whether for principal, interest, charges, costs or otherwise howsoever, at any time owing to the Lender under or by virtue of or in connection with the Facility Letters, or any one or more of them, at the times and in the manner therein provided or established pursuant thereto; and each of the Parties will at all times do, observe, perform, keep, be liable under and be bound by, every covenant, attornment, license, power, proviso, condition, agreement and stipulation contained in or with respect to the Facility Letters, or any one or more of them (the "**Ongoing Obligations**") and any other agreements, instruments, evidences of indebtedness or liability or any security relating to or securing the Ongoing Obligations.
2. Each of the Parties acknowledges and agrees with the Lender that the Existing Security Documents are valid and effective security for the Ongoing Obligations, and each Existing Security Document to which they are a party is enforceable against them, in accordance with its terms, and that the Existing Security Documents shall continue to be so effective, unamended, as well after the date of this letter as before.
3. This Acknowledgement and Confirmation Agreement shall from the date hereof and without prejudice to the rights and priorities of the Lender as against any subsequent encumbrancer, be read and construed along with the 2021 Facility Letter and any security relating to or securing the Ongoing Obligations and be treated as a part thereof and for such purposes and so far as may be necessary to effectuate these presents, the 2021 Facility Letter and any security relating to or securing the Ongoing Obligations shall be regarded as being hereby amended and as so amended together with all of the all of the covenants, clauses, agreements, provisos, stipulations, conditions, powers, matters and things whatsoever contained in the 2021 Facility Letter, and any security relating to or securing the Ongoing Obligations, shall continue in full force and effect and the same are hereby ratified and confirmed.

- 4. This Acknowledgement and Confirmation Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS whereof this Confirmation and Assumption has been duly executed and dated this 28 day of Jan, 2022.

DYKE VALLEY BERRY FARMS LTD.

By: Kamalpreet Mann
 Signing Authority - Resolution
 Kamalpreet Singh Mann

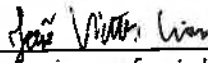
1251773 B.C. Ltd.

By: Kamalpreet Singh Mann
 Signing Authority - Resolution
 Kamalpreet Singh Mann

DYKE VALLEY BERRY FARMS LTD.

By: Kamalpreet Mann
 Kamalpreet Singh Mann

This is Exhibit "P" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

GRANTED BY: 1326 Mann Farms Inc. (hereafter called the "Debtor")

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

1. GRANT OF SECURITY INTEREST

1.1 Security Interest

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

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

1.2 Obligations Secured

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

1.3 Certain definitions

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

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

1.4 Attachment of Security

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

1.5 Real Property

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

2. REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Representations and Warranties

The Debtor hereby represents and warrants to the Bank that:

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

2.2 Covenants

The Debtor covenants with the Bank that the Debtor will:

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

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

2.3 Schedule A

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

3. INSURANCE

3.1 Insurance Covenant

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

3.2 Bank loss payee

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

4. DEALING WITH COLLATERAL

4.1 Disposition of Collateral by the Debtor

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

4.2 Notification of Account Debtors

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

4.3 Securities

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

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

4.4 Proceeds held in Trust for the Bank

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

4.5 Application of Funds

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

4.6 Collateral held by the Bank

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

5. DEFAULT AND REMEDIES

5.1 Events of Default

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

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

5.2 Consequences of a Default

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

5.3 Remedies

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

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

5.4 Powers of the Receiver

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

5.5 Liability of Bank

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

5.6 Proceeds of Realization

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

6. GENERAL

6.1 Failure of Debtor to Perform

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

6.2 Power of Attorney

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

6.3 Appointment of Consultant

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

6.4 Waivers by Debtor

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

6.5 Waivers of Legal Limitations

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

6.6 Copy of Documents and Consent to Filings

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

6.7 Notices

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

6.8 Additional Security and Other Remedies

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

6.9 Further Assurances

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

6.10 Discharge

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

6.11 Severability

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

6.12 Governing Law

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

IN WITNESS WHEREOF the parties have executed this Agreement.

DEBTOR:

1326 MANN FARMS INC.,
by its Authorized Signatory(ies).

2022-07-11
x Komalpreet Mann
Date of Execution (YYYY MM DD)

Per Komalpreet Singh Mann
Name: Komalpreet Singh Mann

NATIONAL BANK OF CANADA

By: _____
(Authorized signature)

Date of Execution (YYYY MM DD)

ADDRESS OF DEBTOR FOR NOTICE PURPOSES:

12101 84th Avenue, Surrey, BC V3W 3G4

ADDRESS OF BANK FOR NOTICE PURPOSES:

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

SCHEDULE A

To a General Security Agreement made as of 11 July, 2022 between 1326 MANN FARMS INC., as Debtor and National Bank of Canada, as Bank.

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

Principal residence (for individuals only): 7986 134 St Surrey BC V3L 4T6

Chief executive office (for businesses only)¹: 7986 134 St Surrey BC V3L 4T6

Registered office (for businesses only)²: 12091 84 Ave Surrey BC V3W 3G4

Other place(s) of business³: Surrey

Governing law⁴: British Columbia

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

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

Address(es)⁵: 8201 Dyke Road, Abbotsford BC

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

¹ If the Debtor has only one place of business, indicate the address of that place of business. If the Debtor has more than one place of business, indicate the address of its place of business which is its principal decision-making centre.

² Indicate "same as above" if the registered office (legal head office) is at the same address as the chief executive office.

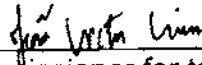
³ Indicate "none" if the Debtor has no other place of business.

⁴ If the Debtor is a partnership (other than a limited partnership) or a trust, indicate the stated governing law in the partnership agreement or deed of trust.

⁵ Indicate "same as above" if the inventory and equipment of the Debtor are all located at the address(es) specified in 1.

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

This is Exhibit "Q" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with
1326 Mann Farms Inc.

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

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

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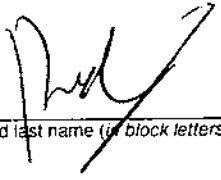
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- 16. This guarantee will be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Client and also upon their heirs, executors, administrators and successors and will extend to and enure to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

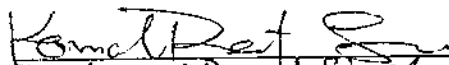
IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at Surrey B.C. this 11 day of July

SIGNED, SEALED AND DELIVERED

WITNESS 

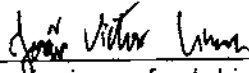
First name and last name (in block letters)

GUARANTOR: K P DRYWALL LTD.


Name: Komal Preet Singh Maini

KULBIR SINGH BENIWAL
Barrister, Solicitor & Notary Public
#266, 8128 128 Street
Surrey, B.C. V3W 1R1

This is Exhibit "R" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

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IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at Surrey this 11 day of July 2027.

SIGNED, SEALED AND DELIVERED

WITNESS

First name and last name (in block letters)

GUARANTOR: **13 MANN FARMS B.C. LTD.**

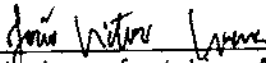
✓ Gurmeet Mann

Name:

✓ Komal Bhat

KULBIR SINGH BENIWAL
Barrister, Solicitor & Notary Public
#266, 8128 128 Street
Surrey, B.C. V3W 1R1

This is Exhibit "S" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
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Suite 3500, The Stack
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604-631-5202

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SIGNED, SEALED AND DELIVERED

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First name and last name (in block letters)

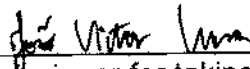
GUARANTOR:



Name: **GURMEET MANN**

KULBIR SINGH BENIWAL
Barrister, Solicitor & Notary Public
#266, 8128 128 Street
Surrey, B.C. V3W 1R1

This is Exhibit "T" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

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

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

IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at Surrey
this 11 day of July 2011

SIGNED, SEALED AND DELIVERED

WITNESS



First name and last name (in block letters)

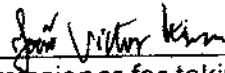
GUARANTOR:



Name: **KOMALPREET MANN**

KULBIR SINGH BENIWAL
Barrister, Solicitor & Notary Public
#266, 8128 128 Street
Surrey, B.C. V3W 1R1

This is Exhibit "U" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

1. **Subordination** For good and valuable consideration, the undersigned agrees that:
All the debts, which are now or may hereafter become due or owing by **1326 MANN FARMS INC.** (the "Client") as well as the redemption of all the shares and units, which the undersigned holds or shall hold in the Client's capital shall be subordinated in all respects to the payment of the Client's obligations to National Bank of Canada (the "Bank"); these debts, shares and units are hereinafter called the "Subordinated Debts."

In addition, the undersigned undertakes not to assign, transfer or collateralize for the Subordinated Debts.

2. **Effects of Subordination.** As a result of such subordination, the undersigned agrees that payment of the Subordinated Debts shall become due and payable, and shall be made only after the payment of any and all obligations of the Client to the Bank, unless a written authorization from the Bank authorizes such payment.

3. **Delivery of Sums Collected.** should the undersigned nonetheless receive sums in payment of the Subordinated Debts, they shall hold such sums as a depository and trustee for the Bank, and shall deliver the same to the Bank without delay. Any amount thereby received by the undersigned will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

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

4. **Scope of the Commitment.** This subordination shall be valid even if the Client did not have a legal personality or legal capacity. If the Client is a partnership, this subordination shall remain in force notwithstanding any change in the members, the business, or objects of the partnership. If the Client is a corporation, this subordination shall remain in force notwithstanding any change in the incorporation, capital, business, or objects of the corporation, regardless of the amalgamation of the Client with another entity. Furthermore, the undersigned waives all rights to invoke any grounds for nullity of the Client's obligations or any excess or lack of power on the part of the persons having acted on the Client's behalf to incur obligations in the Client's name.

5. **Rights of the Bank** All sums which the Bank may receive hereunder may, at its discretion, be held as security for the Client's obligations to the Bank or may be applied to the payment of such obligations, whether or not due. The Bank shall have the choice of how any such sums collected shall be applied.

6. **Interpretation** The Client's obligations to the Bank targeted by this agreement are all obligations to the Bank, direct and indirect, present and future, of any nature whatsoever, and whether incurred by the Client alone or with others, as the principal debtor, guarantor or in any other capacity.

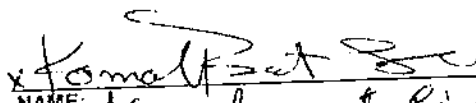
7. **Successors.** This agreement shall be binding upon the undersigned to the benefit of the Bank and any of its successors, by way of amalgamation or otherwise.

SIGNED and executed at Surrey B.C. this 11 day of July 2022.

Witness

Signature(s)
K P DRYWALL LTD., by its Authorized Signatory(ies).




NAME: Komalpreet Singh Mann

KULBIR SINGH BENIWAL
Barrister, Solicitor & Notary Public
#266, 8128 128 Street
Surrey, B.C. V3W 1R1

ACCEPTANCE

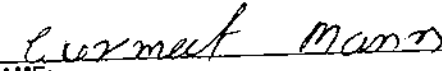
The Client named in this subordination agreement acknowledges having received a copy and having taken cognizance thereof and further agrees to comply therewith, including to making payments directly to the Bank for all Subordinated Debts.

SIGNED and executed at Surrey BC this 11 day of July 2022.

Witness

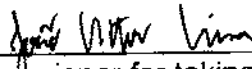
Signature(s)
1326 MANN FARMS INC., by its Authorized Signatory(ies).




NAME: _____

KULBIR SINGH BENIWAL
Barrister, Solicitor & Notary Public
#266, 8128 128 Street
Surrey, B.C. V3W 1R1

This is Exhibit "V" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

1. **Subordination** For good and valuable consideration, the undersigned agrees that:

All the debts, which are now or may hereafter become due or owing by **1326 MANN FARMS INC.** (the "Client") as well as the redemption of all the shares and units, which the undersigned holds or shall hold in the Client's capital shall be subordinated in all respects to the payment of the Client's obligations to National Bank of Canada (the "Bank"); these debts, shares and units are hereinafter called the "Subordinated Debts."

In addition, the undersigned undertakes not to assign, transfer or collateralize for the Subordinated Debts.

2. **Effects of Subordination.** As a result of such subordination, the undersigned agrees that payment of the Subordinated Debts shall become due and payable, and shall be made only after the payment of any and all obligations of the Client to the Bank, unless a written authorization from the Bank authorizes such payment.

3. **Delivery of Sums Collected.** should the undersigned nonetheless receive sums in payment of the Subordinated Debts, he shall hold such sums as a depositary and trustee for the Bank, and shall deliver the same to the Bank without delay. Any amount thereby received by the undersigned will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

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

4. **Scope of the Commitment.** This subordination shall be valid even if the Client did not have a legal personality or legal capacity. If the Client is a partnership, this subordination shall remain in force notwithstanding any change in the members, the business, or objects of the partnership. If the Client is a corporation, this subordination shall remain in force notwithstanding any change in the incorporation, capital, business, or objects of the corporation, regardless of the amalgamation of the Client with another entity. Furthermore, the undersigned waives all rights to invoke any grounds for nullity of the Client's obligations or any excess or lack of power on the part of the persons having acted on the Client's behalf to incur obligations in the Client's name.

5. **Rights of the Bank** All sums which the Bank may receive hereunder may, at its discretion, be held as security for the Client's obligations to the Bank or may be applied to the payment of such obligations, whether or not due. The Bank shall have the choice of how any such sums collected shall be applied.

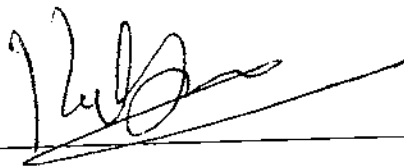
6. **Interpretation** The Client's obligations to the Bank targeted by this agreement are all obligations to the Bank, direct and indirect, present and future, of any nature whatsoever, and whether incurred by the Client alone or with others, as the principal debtor, guarantor or in any other capacity.

7. **Successors.** This agreement shall be binding upon the undersigned to the benefit of the Bank and any of its successors, by way of amalgamation or otherwise.

SIGNED and executed at Surrey BC this 11 day of July 2022.

Witness

Signature(s)
13 MANN FARMS B.C. LTD., by its Authorized Signatory(ies).



Gurmeet Mann
NAME:

KULBIR SINGH BENIWAL
Barrister, Solicitor & Notary Public
#266, 8128 128 Street
Surrey, B.C. V3W 1R1

ACCEPTANCE

The Client named in this subordination agreement acknowledges having received a copy and having taken cognizance thereof and further agrees to comply therewith, including to making payments directly to the Bank for all Subordinated Debts.

SIGNED and executed at Surrey BC this 11 day of July 2022.

Witness

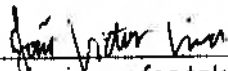
Signature(s)
1326 MANN FARMS INC., by its Authorized Signatory(ies).



Gurmeet Mann
NAME:

KULBIR SINGH BENIWAL
Barrister, Solicitor & Notary Public
#266, 8128 128 Street
Surrey, B.C. V3W 1R1

This is Exhibit "W" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

1. Subordination For good and valuable consideration, the undersigned agrees that:

All the debts, which are now or may hereafter become due or owing by **1326 MANN FARMS INC.** (the "Client") as well as the redemption of all the shares and units, which the undersigned holds or shall hold in the Client's capital shall be subordinated in all respects to the payment of the Client's obligations to National Bank of Canada (the "Bank"); these debts, shares and units are hereinafter called the "Subordinated Debts."

In addition, the undersigned undertakes not to assign, transfer or collateralize for the Subordinated Debts.

2. Effects of Subordination. As a result of such subordination, the undersigned agrees that payment of the Subordinated Debts shall become due and payable, and shall be made only after the payment of any and all obligations of the Client to the Bank, unless a written authorization from the Bank authorizes such payment.**3. Delivery of Sums Collected.** should the undersigned nonetheless receive sums in payment of the Subordinated Debts, he shall hold such sums as a depository and trustee for the Bank, and shall deliver the same to the Bank without delay. Any amount thereby received by the undersigned will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

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4. Scope of the Commitment. This subordination shall be valid even if the Client did not have a legal personality or legal capacity. If the Client is a partnership, this subordination shall remain in force notwithstanding any change in the members, the business, or objects of the partnership. If the Client is a corporation, this subordination shall remain in force notwithstanding any change in the incorporation, capital, business, or objects of the corporation, regardless of the amalgamation of the Client with another entity. Furthermore, the undersigned waives all rights to invoke any grounds for nullity of the Client's obligations or any excess or lack of power on the part of the persons having acted on the Client's behalf to incur obligations in the Client's name.**5. Rights of the Bank** All sums which the Bank may receive hereunder may, at its discretion, be held as security for the Client's obligations to the Bank or may be applied to the payment of such obligations, whether or not due. The Bank shall have the choice of how any such sums collected shall be applied.**6. Interpretation** The Client's obligations to the Bank targeted by this agreement are all obligations to the Bank, direct and indirect, present and future, of any nature whatsoever, and whether incurred by the Client alone or with others, as the principal debtor, guarantor or in any other capacity.**7. Successors.** This agreement shall be binding upon the undersigned to the benefit of the Bank and any of its successors, by way of amalgamation or otherwise.

SIGNED and executed at Surrey this 11 day of July 2022.

Witness

Signature(s)


NAME: **GURMEET MANN**

KULBIR SINGH BENIWAL
Barrister, Solicitor & Notary Public
#266, 8128 128 Street
Surrey, B.C. V3W 1R1

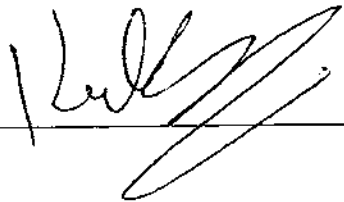
ACCEPTANCE

The Client named in this subordination agreement acknowledges having received a copy and having taken cognizance thereof and further agrees to comply therewith, including to making payments directly to the Bank for all Subordinated Debts.

SIGNED and executed at Surrey BC this 11 day of July 2022.

Witness

Signature(s)
1326 MANN FARMS INC., by its Authorized Signatory(ies).



Gurmeet Mann
NAME:

KULBIR SINGH BENIWAL
Barrister, Solicitor & Notary Public
#266, 8128 128 Street
Surrey, B.C. V3W 1R1

This is Exhibit "X" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.

João Victor Lima

A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

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In addition, the undersigned undertakes not to assign, transfer or collateralize for the Subordinated Debts.

2. **Effects of Subordination.** As a result of such subordination, the undersigned agrees that payment of the Subordinated Debts shall become due and payable, and shall be made only after the payment of any and all obligations of the Client to the Bank, unless a written authorization from the Bank authorizes such payment.

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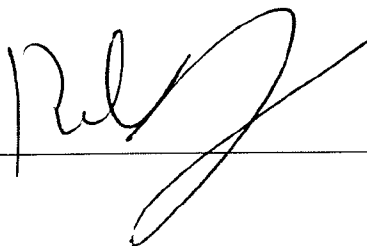
6. **Interpretation** The Client's obligations to the Bank targeted by this agreement are all obligations to the Bank, direct and indirect, present and future, of any nature whatsoever, and whether incurred by the Client alone or with others, as the principal debtor, guarantor or in any other capacity.

7. **Successors.** This agreement shall be binding upon the undersigned to the benefit of the Bank and any of its successors, by way of amalgamation or otherwise.

SIGNED and executed at Surrey BC this 11 day of July 2022.

Witness

Signature(s)



NAME: **KOMALPREET MANN**

KULBIR SINGH BENIWAL
Barrister, Solicitor & Notary Public
#266, 8128 128 Street
Surrey, B.C. V3W 1R1


ACCEPTANCE

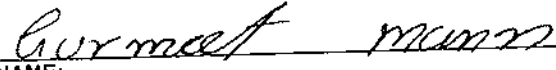
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SIGNED and executed at Surrey BC this 11 day of July 2022.

Witness

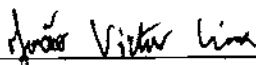
Signature(s)
1326 MANN FARMS INC., by its Authorized Signatory(ies).




NAME: _____

KULBIR SINGH BENIWAL
Barrister, Solicitor & Notary Public
#266, 8128 128 Street
Surrey, B.C. V3W 1R1

This is Exhibit "Y" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202



June 29th 2020

1251773 B.C. LTD.
 Mr. Jaswant Mann
 8391 152A Street
 Surrey (British Columbia) V3S 8M8

Re : Offer of Financing

Dear Mr. Mann,

At National Bank, offering tailored solutions is a priority. We are therefore pleased to present to **1251773 B.C. LTD.** (the "Borrower") the following offer of financing:

	Financing product(s)	Amount	Status
A	Line of credit	Maximum \$300,000.00 CAD	New
B	Term Loan	\$11,970,000.00 CAD	New
C	Mastercard credit cards	Maximum \$50,000.00 CAD	New


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

This offer of financing is valid until July 13, 2020 before 5 p.m. To accept this offer, you must return a signed copy of it to us. After this date, the Bank may cancel or amend this offer without notifying you.

Yours truly,

Di Shen Zhao

Di Shen Zhao
 Manager
 Comm. Banking Agric. Development


 Mike Darling
 Associate Vice-President
 Comm. Banking Agric. Development

1. Financing Products

A. Line of credit – \$300,000.00

Purpose	Finance day-to-day operations
Interest rate	Canadian Prime rate plus 1.75% per annum
Terms of use	Can be used and re-used as follows: > Floating-rate advances
Disbursement/ Repayment	In multiples of \$1,000.00
Fees	Standby fees: 0.250% per annum on the unused portion, payable monthly on the 26th day of the month

B. Term loan – \$11,970,000.00

Purpose	Finance the acquisition of all shares of DYKE VALLEY BERRY FARMS LTD.
Term	36 to 60 months as of the date of the final disbursement
Amortization	262 months
Interest rate	Canadian Prime Rate plus 1.40% per annum
Option to convert interest rate	Fixed rate offered by the Bank when the loan is converted and accepted by the Borrower, and indicated as follows: 3-year term 3.95% 4-year term 4.00% 5-year term 4.05%
Disbursement	Single disbursement to be made no later than July 31, 2020 to the legal advisor of the Borrower who will be responsible for the payment to the vendors
Repayment	<u>Option Variable Rate</u> Of principal by annual payments which the amount of which will be determined upon final disbursement with the balance payable in full at the end of the term <u>Option Fixed Rate</u> Of principal by annual payments which the amount of which will be determined upon final disbursement with the balance payable in full at the end of the term By annual blended payments of principal and interest the amount of which will be determined upon final disbursement, with the balance payable in full at the end of the term

C. Mastercard credit cards – \$50,000.00

Purpose	Finance day-to-day purchases made with credit cards
----------------	---

2. Security

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

Borrower

		Status	Related product(s)
General security agreement	1st ranking on all personal property	(to be obtained)	All
Charge/mortgage	Unlimited 1st ranking on the real property located at Lot 1, Section 28 Township 14, Lot District 36, NWD Plan LMP38638 024-200-981, Title number CA 4648013	(to be obtained)	All

Guarantor

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

Other security, documents or agreements

		Status	Related product(s)
Subordination	By Jaswant Mann relating to the redemption of all the shares and units of the Borrower and the payment of all claims and sums that are or will become due by the Borrower to Jaswant Mann	(to be obtained)	All
Rider	Designating the Bank as the beneficiary of the proceeds of the insurance policies covering all property given as security, up to its full replacement value as well as a copy of the insurance policy	(to be obtained)	All

3. Conditions

Other applicable conditions

Other	The Borrower represents and warrants to the Bank that the transaction financed hereunder will be carried out in accordance with the applicable laws, regulations and agreements
-------	---

Financial conditions

Financial statements	In the form of a review engagement Non-consolidated	Annual and maximum 120 days after fiscal year-end
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Financial ratios

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

¹ As defined in Schedule A

Conditions required to disburse the financing products:

- > Copies of title deeds, survey or surveyor's certificate and a proof that all property taxes and real estate taxes and land transfer duties for any property given as security have been paid in full, without subrogation
- > Appraisal report for the property granted as security and prepared, at the Borrower's expense, by accredited appraisers recognized by the Bank and showing a market value of at least \$15,960,000.00 supported by a letter of transmittal
- > Borrowers' title insurance policy satisfactory to the Bank for any property given as security confirming that the charge/hypothec granted is first ranking on the property given as security, subject to the encumbrances permitted by the Bank
- > Provide contract for the acquisition of shares acquired by the Borrower in connection with the financing described in section Financing Product "B"1 hereof and /or any other person involved in such acquisition in all cases accompanied resolutions and opinions required where applicable, and a copy of any other document deemed necessary by the Bank, all in form and content acceptable to the Bank. This contract must be signed by all parties;
- > A written opinion of the Borrower's legal advisors, in form and substance acceptable to the Bank, that the purchased shares have been transferred to the Borrower and that these shares are free and clear of any claim, lien, charge or encumbrance
- > All guarantees and disbursements will be made through counsel for the Borrower, also provide a legal opinion confirming the 1251773 B.C. LTD. has good and valid title to the purchased for the total shares held by holding company in DYKE VALLEY BERRY FARMS LTD. share capital under the terms of the agreement of purchase and sale of shares, free of all encumbrances except for security in favor of the Bank
- > Environmental checklist
- > Most recent Fiscal Year End Financial Statements of DYKE VALLEY BERRY FARMS LTD.
- > Satisfactory personal credit report for Jaswant Mann;
- > Confirmation of personal Assets and Liabilities for Mr. Jaswant Mann
- > All day to day banking for the Borrower and the Corporate Guarantors to be conducted at the Bank; Furnish any other document, declaration, statement or agreement that the Bank may require

4. Fees

Negotiation or review fees	Payable on acceptance of this Offer: \$65,000.00 ^{10,000.00}
Late payment or remittance fees	Collected monthly \$250.00 - annual financial statements
Annual review fees	\$1,000.00
Other fees	See other fees in Schedule A

5. Acceptance

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

Signed at SURREY Province of British Columbia on the 29 day of June 2020

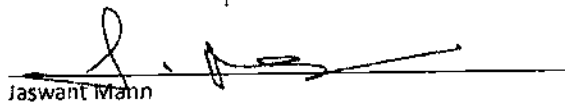
1251773 B.C. LTD.

By: [Signature] By: _____
 [Email address] 23540@gmail.com [Email address]

Guarantor(s)

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

Signed at SURREY Province of British Columbia on the 29 day of Select: June 20 20.



Jaswant Mann

a3jltj @ c mail. com
[Email address]

With SCHEDULE A

Offer of Financing of National Bank of Canada

Conditions governing the financing products

Disbursement and repayment conditions

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

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

Disbursements and repayments must be made on the dates set out in this offer; otherwise, the Bank may, at its discretion, refuse to make any disbursement.

Demand financing products

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

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

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

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

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

1. The immediate payment of a lump sum so that the amount used is equal to or less than the available amount;

2. That new investments, securities or other financial assets be given as security.

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

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

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

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

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

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

Specific rules: letters of guarantee and letters of credit. The Bank may periodically revise fees for the issue or renewal of each letter upon prior notice of 30 days to the Borrower.

The amount of credit available under which the letter of guarantee or letter of credit is issued will be reduced by the face value of any at sight or at term letter of guarantee or letter of credit upon issue. Upon payment, this letter becomes a floating-rate advance under the credit affected by the issue.

Letters of credit will be payable within a period not exceeding 90 days.

Letters of guarantee will be payable within a period not exceeding 364 days.

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

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

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

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

Term financing products

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

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

The product remains subject to the other conditions then applicable.

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

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

Annual fee. The Borrower must pay annual review fees for any term financing product (except for the term loan granted under the *Canada Small Business Financing Act*) in effect on the anniversary date of this offer.

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

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

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

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

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

Repayment before the end of the term

- > **Floating-rate disbursements.** The Borrower may repay the amounts disbursed if the repayment is made from the Borrower's excess generated funds or through a capital stock issue. If the repayment comes from other sources, the Bank will apply a penalty of three months' interest on the repaid principal and withhold this penalty from the Borrower's repayment.

- > **Partial repayments** will be applied to the final payment of principal and/or interest or any other amount owed by the Borrower, at the Bank's discretion.
- > **Fix-rate disbursements.** The Borrower cannot repay the amounts disbursed before the end of the term.
- > **Annual repayment option.** When offered, this option allows the Borrower to make a non-cumulative repayment before the end of the term, up to 15% of the original authorized amount of the product affected as of the first anniversary date of the final disbursement, without penalty. Such repayment must come from the Borrower's excess generated funds or through a capital stock issue and will be applied without any change to the original method of payment, which remains in force.

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

Banker's acceptances

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

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

10. In the case of a conversion by way of a bankers' acceptance, the discounted proceeds of the bankers' acceptance will be applied to the repayment of the floating-rate advance covered by the conversion and the Borrower will pay to the Bank the stamping fees for issuing the new bankers' acceptance, failing which the Bank will not be obligated to comply with the request for conversion.

The approval of any request to issue, convert or renew a banker's acceptance is subject to the Bank's discretion.

Representations and warranties

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

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

Covenants

The Borrower and any guarantor undertake to:

- > **Continuation of the company.** Maintain the existence of its company and not modify its corporate structure.
- > **Purpose of financing.** Use the financing product for the purposes set out in this offer.
- > **Information and documents.** Provide the Bank with any information or document that the Bank may reasonably request and ensure that this information or these documents, regardless of the medium (paper, electronic, verbal or other) and whether or not they are signed by a representative, be

accurate so that the Bank may deem them to be validly issued without further formality.

- > **Security.** Grant to the Bank any additional security that it may require from time to time.
- > **Visit and access.** At all times, give the Bank's representatives or mandataries/agents the right to visit and access its establishments, the right to examine its books of account and other records, and take excerpts therefrom or make copies thereof.
- > **Insurance.** Maintain insurance coverage on its property against loss or damages caused by fire and any other risk as is customarily maintained by the same type of company.
- > **Environment.**
 1. Comply with all legal requirements regarding the protection of the environment with respect to its property and all the sites where it operates its company;
 2. Provide, at its expense and upon request from the Bank, any information or report concerning its environmental situation or any neighbouring property; and
 3. Indemnify the Bank for any damage or any liability which it may incur as a result of non-compliance with legal requirements.

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

- > **Events of default.** Notify the Bank, without delay, of any event of default or any other event which, following notice or the expiry of a time period, may constitute an event of default.
- > **Survival of representations and warranties.** Ensure that each representation and warranty set out in this document remain true and accurate at all times.

The Borrower and any guarantor undertake to obtain the consent of the Bank to:

- > **Distributions and loans.** Grant advances or any type of distribution to its officers, directors, shareholders, partners, members or related parties.
- > **Guarantees.** Grant financial assistance, making an investment or providing a guarantee to a third party other than a subsidiary.
- > **Nature of business.** Modify the nature of its operations or its company.
- > **Change to project.** Significantly modify a project financed by the Bank.
- > **Merger.** Amalgamate with any other company or continuing its existence in another jurisdiction.
- > **Disposal of property and change of control.** Sell a substantial portion of its property, allow any change in the share ownership, ownership or capital structure of the Borrower.
- > **Restrictions on assignment.** Assign its rights hereunder, or hypothecate, encumber or otherwise give as security any of its movable or immovable property.

Default

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

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

Remedies

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

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

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

Interest

Calculation.

1. Any interest is calculated on the daily balance and not in advance, on the basis of a 365-day year, except in cases where the interest is calculated on the basis of a 360-day year. For the purposes of the *Interest Act* (Canada), the annual rate

corresponding to the rate calculated on this basis is equal to the rate thus calculated multiplied by the actual number of days included in the year concerned and divided by 365 days or by 360 days, as the case may be. If the payment is payable on a non-business day and the payment is made on the next business day, this delay shall be taken into consideration when calculating the interest.

2. Unless otherwise stipulated, the interest is payable monthly, on the 26th day of each month, with minimum fees of \$10.00 for every demand financing product. However, the interest payable (or any amount considered interest under the law) can never exceed the maximum interest amount permitted by law. If this maximum were to be reached, the interest amount would be reduced as to not exceed this maximum.
3. Any amount that is not paid at maturity will bear interest at the rate of the financing product concerned. The interest on arrears will be compounded monthly and payable on demand.

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

Miscellaneous provisions

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

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

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

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

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

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

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

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

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

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

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

Scope. This offer :

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

Counterparts. This offer may be executed in several counterparts, and each of the parties may sign a different counterpart. All such counterparts taken together constitute one and the same document.

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

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

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

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

guarantor (3) the capacity of the Borrower or guarantor to meet its obligations to the Bank (4) the property given as security or the security given on this property (5) the rights and remedies of the Bank under this offer and any related document.

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

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

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

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

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

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

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

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

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

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

Definitions

« **Material unfavourable change** » means a change, situation or event producing an effect deemed unfavourable by the Bank on (1) the inherent risk in the financing (2) the situation (financial or other), operations, property or company of the Borrower or

Financial ratios

The financial ratios set out herein are defined as follows.

Working capital ratio:

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

Current liabilities

Working capital:

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

Fixed charge coverage ratio:

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

Interest charges + principal payments made during the given fiscal year

Debt service coverage ratio:

EBITDA (excluding extraordinary items)

Interest charges + principal payments made during the given fiscal year

Debt service coverage ratio (Real estate):

Net operating income

Interest charges + principal payments made during the given fiscal year

Ratio of interest-bearing to EBITDA:

Total of interest-bearing debts

EBITDA (excluding extraordinary items)

Debt / Tangible Net Worth ratio (Leverage ratio)

Total liabilities – future long-term income taxes (if applicable) – subordinated debt (if applicable)

Tangible net worth

OR

Net worth (specifically for a sole proprietorship)

« **Net worth** »: total assets – total liabilities

« **EBITDA** »: earnings + interest + amortization +/- current/deferred income taxes.

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

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

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

« **Tangible net worth** »

For corporations:

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

Corporations without share capital:

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

For cooperatives or not-for-profit corporations:

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

10358 (1215)

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER. SEE BACK FOR INSTRUCTIONS.

The Toronto-Dominion Bank

10435 KING GEORGE BOULEVARD
SURREY, BC V3T 2W7

92239142

Pay to the
Order of NATIONAL BANK OF CANADA

DATE 2020-06-26
Transit-Serial No. 9280-92239142
YYYYMMDD

*****TEN THOUSAND*****
Authorized signature required for amounts over CAD \$5,000.00
*****00/100 ***** \$ *****10,000.00

The Toronto-Dominion Bank
Toronto, Ontario
Canada M5X 1A2

Authorized Officer *[Signature]*
Countersigned
Number 10001326

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

⑈92239142⑈ ⑆09612004⑆ ⑆3808⑆

This is Exhibit "Z" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202



March 25, 2021

1251773 B.C. LTD.
Jaswant Mann
8391 152A Street
Surrey (British Columbia) V3S 8M8

Re: Letter of Amendment

Dear Client,

This letter is in reference to the offer of financing made by National Bank on June 29, 2020 and accepted by **1251773 B.C. LTD.** (the "Borrower"), including all its renewals and amendments as well as its schedules (the "Offer of Financing").

The Bank agrees to amend the Offer of Financing as follows, with this amendment forming an integral part of the Offer of Financing.

The Bank also agrees to maintain the other credit facilities (not described herein) under the same terms and conditions, subject to the amendments and new conditions that may be set out herein.

This letter of amendment is subject to the same conditions as those in the Offer of Financing and existing security documents.

All the provisions, commitments and conditions stipulated in the Offer of Financing will continue to apply, subject to the changes and new conditions set out in this document, which will take precedence over any condition that is inconsistent with the Offer of Financing.

This letter of amendment is valid until April 26, 2021, before 5 p.m. To accept it, you must return a signed copy of the letter to us. After this date, the Bank may cancel or amend this document without notifying you.

Yours truly,

DocuSigned by:

010FA3D4BAFF4B2

Di Shen Zhao
Manager
Comm. Banking Agric. Development

DocuSigned by:

1F1A5F04D10341F

Mike Darling
Associate Vice-President
Comm. Banking Agric. Development

Business Central
600 De La Gauchetière West, 13th floor, Montreal (QC), H3B 4L2

1251773 B.C. LTD.

1. Financing products

Term loan (product B.)

	Offer of financing	Amendment
Amortization	262months	294months

2.Security

No change

3. Conditions

No change

4. Fees

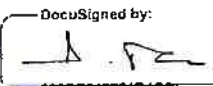
Amendment fees	Payable on acceptance of this Offer: \$0.00
Other fees	See other fees in Schedule A

5. Acceptance

The undersigned confirms having read and understood this letter of amendment and accepts all terms, conditions, security and obligations.

Signed at _____, province of _____, on the _____ day of _____ 20____.

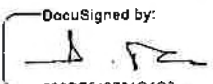
1251773 B.C. LTD.

By:  _____ By: _____
 Jaswant Mann 098DF549781D4C2... _____ [Email address] _____ [Email address]

Guarantor(s)

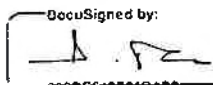
The undersigned confirms/confirm having read and understood this offer and Schedule A which forms part of this offer, and hereby accepts/accept the terms, conditions and obligations hereof.

Signed at _____, province of _____, on the _____ day of _____ 20____.

 _____
 Jaswant Mann 098DF549781D4C2...

 [Email address]

DYKE VALLEY BERRY FARMS LTD.

By:  _____ By: _____
 Jaswant Mann 098DF549781D4C2... _____ [Email address] _____ [Email address]

This is Exhibit "AA" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.

João Victor Lima

A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202



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

GRANTED BY: 1251773 B.C. LTD.
(hereafter called the "Debtor")

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

1. GRANT OF SECURITY INTEREST

1.1 Security Interest

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

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

1.2 Obligations Secured

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

1.3 Certain definitions

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

1.4 Attachment of Security

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

1.5 Real Property

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

2. REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Representations and Warranties

The Debtor hereby represents and warrants to the Bank that:

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

2.2 Covenants

The Debtor covenants with the Bank that the Debtor will:

- a) not change the location of its principal residence, chief executive office, registered office or its governing law, or move any of the Inventory or Equipment from the locations specified in Schedule A hereto, without the written consent of the Bank;
- b) not change its name without first giving written notice to the Bank of its proposed new name and, if the Debtor is a corporation, not amalgamate with any other corporation without the prior written consent of the Bank;
- c) preserve the value of the Collateral, and carry on its business in compliance with all applicable laws and regulations;
- d) not permit any Collateral consisting of personal property to be affixed to real property or to other personal property so as to become a fixture or accession without the written consent of the Bank;
- e) keep the Collateral free and clear of all liens, security interests, mortgages, charges, assignments and other encumbrances or interests except as permitted in writing by the Bank;
- f) pay all taxes, levies, assessments and government fees or dues payable in respect of the Collateral as and when the same become due, and furnish to the Bank, when requested, evidence of such payment;

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

2.3 Schedule A

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

3. INSURANCE

3.1 Insurance Covenant

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

3.2 Bank loss payee

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

4. DEALING WITH COLLATERAL

4.1 Disposition of Collateral by the Debtor

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

4.2 Notification of Account Debtors

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

4.3 Securities

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

4.4 Proceeds held in Trust for the Bank

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

4.5 Application of Funds

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

4.6 Collateral held by the Bank

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

5. DEFAULT AND REMEDIES

5.1 Events of Default

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

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

5.2 Consequences of a Default

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

5.3 Remedies

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

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

5.4 Powers of the Receiver

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

5.5 Liability of Bank

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

5.6 Proceeds of Realization

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

6. GENERAL

6.1 Failure of Debtor to Perform

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

6.2 Power of Attorney

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

6.3 Appointment of Consultant

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

6.4 Waivers by Debtor

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

6.5 Waivers of Legal Limitations

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

6.6 Copy of Documents and Consent to Filing

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

6.7 Notices

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

6.8 Additional Security and Other Remedies

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

6.9 Further Assurances

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

6.10 Discharge

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

6.11 Severability

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

6.12 Governing Law


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

IN WITNESS WHEREOF the parties have executed this Agreement.

DEBTOR:

2020/07/15
Date of Execution (YYYY MM DD)

1251773 B.C. LTD.

By: 
[Authorized signature]
Jaswant Singh Mann

NATIONAL BANK OF CANADA

Date of Execution (YYYY MM DD)

By: _____
[Authorized signature]

ADDRESS OF DEBTOR FOR NOTICE PURPOSES:

8391 152A Street, Surrey, BC V3S 8M8

ADDRESS OF BANK FOR NOTICE PURPOSES:

475 HOWE STREET 29 FLOOR VANCOUVER, BC V6C2B3

SCHEDULE A

To a General Security Agreement made as of _____, 20____

between _____ 1251773 B.C. LTD. _____

as Debtor and National Bank of Canada, as Bank.

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

Principal residence:	_____
Chief executive office:	8391 152A Street, Surrey, BC V3S 8M8
Registered office:	8391 152A Street, Surrey, BC V3S 8M8
Other Places of Business:	8391 152A Street, Surrey, BC V3S 8M8
Governing Law:	N/A

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

Address(es):

8391 152A Street, Surrey, BC V3S 8M8	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

This is Exhibit "BB" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202



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

GRANTED BY: DYKE VALLEY BERRY FARMS LTD. (hereafter called the "Debtor")

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

1. GRANT OF SECURITY INTEREST

1.1 Security Interest

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

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

1.2 Obligations Secured

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

1.3 Certain definitions

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

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

1.4 Attachment of Security

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

1.5 Real Property

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

2. REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Representations and Warranties

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

2.2 Covenants

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

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

2.3 Schedule A

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

3. INSURANCE

3.1 Insurance Covenant

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

3.2 Bank loss payee

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

4. DEALING WITH COLLATERAL

4.1 Disposition of Collateral by the Debtor

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

4.2 Notification of Account Debtors

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

4.3 Securities

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

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

4.4 Proceeds held in Trust for the Bank

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

4.5 Application of Funds

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

4.6 Collateral held by the Bank

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

5. DEFAULT AND REMEDIES

5.1 Events of Default

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

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

5.2 Consequences of a Default

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

5.3 Remedies

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

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

5.4 Powers of the Receiver

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

5.5 Liability of Bank

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

5.6 Proceeds of Realization

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

8. GENERAL

8.1 Failure of Debtor to Perform

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

3.2 Power of Attorney

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

6.3 Appointment of Consultant

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

8.4 Waivers by Debtor

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

6.5 Waivers of Legal Limitations

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

6.6 Copy of Documents and Consent to Filings

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

6.7 Notices

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

6.8 Additional Security and Other Remedies

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

6.9 Further Assurances

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

6.10 Discharge

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

6.11 Severability

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

6.12 Governing Law

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

IN WITNESS WHEREOF the parties have executed this Agreement.

DEBTOR:

2020/07/15

Date of Execution (YYYY MM DD)

DYKE VALLEY BERRY FARMS LTD., by its Authorized Signatories.

By:


Jaswant Singh Mann

By: _____

NATIONAL BANK OF CANADA

Date of Execution (YYYY MM DD)

By: _____
(Authorized signature)

ADDRESS OF DEBTOR FOR NOTICE PURPOSES:

8391 152A Street, Surrey BC V3S 8M8

ADDRESS OF BANK FOR NOTICE PURPOSES:

Suite 2900, 475 Howe Street, Vancouver, BC V6C 2B3

July
15

SCHEDULE A

To a General Security Agreement made as of July 15, 2020 between Dyke Valley Berry Farms Ltd., as Debtor and National Bank of Canada, as Bank.

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

Principal residence (for individuals only): _____

Chief executive office (for businesses only)¹: 8391 152A Street, Surrey, BC V3S 8M8

Registered office (for businesses only)²: _____

Other place(s) of business³: None

Governing law⁴: British Columbia

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

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

Address(es)⁵: Same as above.

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

N/A

¹ If the Debtor has only one place of business, indicate the address of that place of business. If the Debtor has more than one place of business, indicate the address of its place of business which is its principal decision-making centre.

² Indicate "same as above" if the registered office (legal head office) is at the same address as the chief executive office.

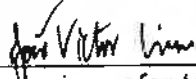
³ Indicate "none" if the Debtor has no other place of business.

⁴ If the Debtor is a partnership (other than a limited partnership) or a trust, indicate the stated governing law in the partnership agreement or deed of trust.

⁵ Indicate "same as above" if the inventory and equipment of the Debtor are all located at the address(es) specified in 1.

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

This is Exhibit "CC" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with
1251773 B.C. LTD.

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

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

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

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

12. This guarantee will bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns until termination thereof by notice in writing to the manager of the Bank branch at which the Client's account is held, but such termination by the Guarantor or his heirs, successors, executors, administrators, legal representatives or assigns will not prevent the continuance of the liability hereunder of any other guarantor.
13. The Guarantor will indemnify the Bank for any loss suffered by the Bank if any of the debts and liabilities intended to be guaranteed hereunder is not recoverable from the Guarantor under the other provisions of this guarantee. The amount of the loss will be equal to the amount which the Bank would otherwise have been entitled to recover.
14. This guarantee is in addition to and not in substitution for any other guarantee, by whomever given, at any time held by the Bank and without prejudice to any other security, by whomever given, held at any time by the Bank and the Bank will be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon. All the provisions of such other guarantee remain in force.

- 16. This guarantee and agreement will be valid and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank will be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been complied with. None of the parties will be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of each Guarantor hereunder begins on the date of his signature on this guarantee.
- 16. This guarantee will be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Client and also upon their heirs, executors, administrators and successors and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity will not affect the other provisions hereof.
- 17. This guarantee will be construed and governed in accordance with the laws of the Province of British Columbia and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein will limit the Bank's right to bring proceedings against the Guarantor elsewhere.
- 18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at Abbotsford BC
 this 15 day of July, 2020

SIGNED, SEALED AND DELIVERED

WITNESS

First name and last name (of signatory)

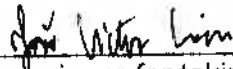
ARASHPREET KAUR RAI

GUARANTOR: DYKE VALLEY BERRY FARMS LTD.

Name:

Jaswant Singh Mann

This is Exhibit "DD" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with
1251773 B.C. LTD.

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

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

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

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

12. This guarantee will bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns until termination thereof by notice in writing to the manager of the Bank branch at which the Client's account is held, but such termination by the Guarantor or his heirs, successors, executors, administrators, legal representatives or assigns will not prevent the continuance of the liability hereunder of any other guarantor.
13. The Guarantor will indemnify the Bank for any loss suffered by the Bank if any of the debts and liabilities intended to be guaranteed hereunder is not recoverable from the Guarantor under the other provisions of this guarantee. The amount of the loss will be equal to the amount which the Bank would otherwise have been entitled to recover.
14. This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank and without prejudice to any other security, by whomsoever given, held at any time by the Bank and the Bank will be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon. All the provisions of such other guarantee remain in force.

- 16. This guarantee and agreement will be valid and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank will be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been complied with. None of the parties will be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of each Guarantor hereunder begins on the date of his signature on this guarantee.
- 16. This guarantee will be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Client and also upon their heirs, executors, administrators and successors and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity will not affect the other provisions hereof.
- 17. This guarantee will be construed and governed in accordance with the laws of the Province of British Columbia and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein will limit the Bank's right to bring proceedings against the Guarantor elsewhere.
- 18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at Abbotsford BC
 this 18 day of July 2020

SIGNED, SEALED AND DELIVERED

WITNESS

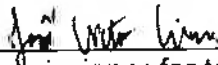
GUARANTOR:

First name and last name in block (letters)

Jaswant Mann

ARASHPREET KOUR RAI

This is Exhibit "EE" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

ASSIGNMENT OF INSURANCE POLICIES AND PROCEEDS AGREEMENT

THIS ASSIGNMENT is made as of July 15, 2020 by 1251773 B.C. LTD. in favour of NATIONAL BANK OF CANADA (the "Lender").

BACKGROUND:

Pursuant to an offer of financing dated for reference June 29, 2020 (as amended, extended, renewed or replaced and in effect from time to time, the "**Commitment Letter**") between 1251773 B.C. Ltd. (the "**Borrower**"), the Lender has agreed to establish a certain demand commercial mortgage credit facility in favour of the Borrower for the purposes and on the terms and conditions more specifically set forth therein.

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

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

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

1. Each word and expression (capitalized or not) defined or given an extended meaning in the Commitment Letter, and not otherwise defined herein, is used in this Assignment with the respective defined or extended meaning assigned in the Commitment Letter, and the following terms have the following meanings in this Assignment:
 - (a) "**Borrower**" means 1251773 B.C. Ltd., a British Columbia company having the incorporation number BC1251773.
 - (b) "**Commitment Letter**" means the offer of financing dated June 29, 2020 (as amended, extended, renewed or replaced and in effect from time to time) executed by the Lender, the Borrower, which provides for various credit facilities, including but not limited to, a term loan in the principal amount of \$11,970,000 for the purpose set out therein.

- (c) **"Indebtedness"** means all present and future indebtedness, liabilities and other obligations of the Insured Debtor to the Lender, wheresoever and howsoever arising, whether voluntarily or involuntarily, direct or indirect, absolute, inchoate or contingent, matured or not, liquidated or unliquidated, determined or undetermined, express or implied, whether incurred as principal or surety, whether incurred alone or with another or others, whether arising from dealings between the Lenders and the Insured Debtor or from other dealings or proceedings by which the Lender may become a creditor of the Insured Debtor and in whatever name, style or firm and whether recovery upon such obligations may be or hereafter becomes barred by reason of any statute of limitations or law of prescription or may be or hereafter becomes otherwise irrecoverable or unenforceable, and irrespective of the genuineness, validity or regularity thereof or of any security therefor or the existence or extent of such security, including all present and future indebtedness, liabilities and other obligations of the Insured Debtor to the Lender incurred under, pursuant to or otherwise in respect of the Commitment Letter, including principal, interest, fees and other amounts payable by the Insured Debtor pursuant to the Commitment Letter;
- (d) **"Insured Debtor"** means the Borrower.
- (e) **"Lender"** means (i) the financial institution listed as mortgagee in the Commitment Letter, and (ii) each immediate and subsequent transferee or assignee of each person referred to in clause (i) of this definition permitted under the Commitment Letter.
- (f) **"PPSA"** means the *Personal Property Security Act* (British Columbia) and the regulations issued thereunder.
- (g) **"Real Property"** means the lands and premises described in **Schedule "A"** attached hereto.
- (h) **"Secured Documents"** at any time means, collectively, each document evidencing any Indebtedness, including the Commitment Letter, each Facility Document (including this Assignment) and each other document delivered to or for the benefit of the Lender pursuant to or otherwise in connection with any of the foregoing documents (including any guarantee and/or indemnity agreement delivered by the Debtor).
- (i) **"Secured Obligations"** means, collectively, all present and future Indebtedness.
- (j) **"Transferee"** means a financial institution that is (i) a resident of Canada for the purposes of the *Income Tax Act* (Canada) or (ii) an affiliate of a Lender in any jurisdiction.
2. Any Monies otherwise payable under the Policies to the Insured Debtor will be paid to the Lender in accordance with this Assignment at the following address of the Lender: National Bank of Canada, Suite 2900, 475 Howe Street, Vancouver, BC V6C 2B3 (Attention: Michael Darling, Commercial Banking) or to such other address as the Lender may direct in writing from time to time. The Lender is authorized to give valid and binding receipts and discharges for any Monies, which will be binding upon the

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

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

12. The Lender may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the relevant insurer, the Insured Debtor and others, and with any Monies and other securities as the Lender sees fit, without prejudice to the liability of the Insured Debtor or the Lender's right to hold and realize this security.
13. The Lender may charge on its own behalf and also pay to others, reasonable sums for expenses incurred and for services rendered (expressly including reasonable legal fees and disbursements) in or in connection with collecting, realizing or obtaining payment of the Monies assigned under this Assignment, and may add the amount of those sums to the Secured Obligations.
14. Upon request by the Lender from time to time, the Insured Debtor will (a) deliver in writing to the Lender all information relating to any Policy and all Monies payable to the Insured Debtor under that Policy, and the Lender will be entitled to inspect and make copies of any books, papers, documents or records evidencing or relating to any Policy, and for that purpose, the Lender will have reasonable access to all premises occupied by the Insured Debtor that contain such books, papers, documents and records during regular office hours upon giving reasonable notice; and (b) do all acts and things to give any receipts, deeds, transfers, discharges or other instruments which may be necessary to enable the Lender to obtain payment of all or any part of the Monies assigned by this Assignment, or which an insurer may be entitled to receive from the Insured Debtor.
15. Upon receipt from the respective insurer of original copies of each of the Policies the Insured Debtors will forthwith provide the Lender with a certified copy of each Policy, together with a certified copy of each Policy issued in replacement of or in substitution for any original Policy or Policies or as a renewal of any original Policy or Policies.
16. The Lender will not be responsible for any loss which may be occasioned by the exercise of or the failure to exercise any powers contained in this Assignment except for its wilful misconduct or gross negligence.
17. The Insured Debtor irrevocably constitutes and appoints any officer of the Lender the true and lawful attorney of such Insured Debtor, in the name and on behalf of such Insured Debtor, from time to time to endorse, assign and transfer to the Lender any Policy and any right, title, interest and benefit in and to the same of such Insured Debtor, and to sign, execute and deliver any document necessary to enable the Lender to obtain the Monies to which the Lender is entitled under this Assignment in order that the full title to the same may be vested in the Lender.
18. This Assignment is given in addition to and not in substitution for any other assignment or other security given to and still held by the Lender and is taken by the Lender as additional security for the fulfilment of the Secured Obligations, and will not operate as a merger of any simple contract debt, or as a novation of any obligation, or in any way suspend the fulfilment of, or prejudice or affect the rights, remedies and powers of the Lenders in respect of the Secured Obligations, or any security held by the Lenders for the fulfilment of the Secured Obligations.
19. This Assignment will enure for the benefit of the Lender and its successors and assigns and will be binding on the Insured Debtor and its successors and permitted assigns.


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

29. The Insured Debtor consents to the terms of this Assignment and expressly acknowledges and agrees that even though it is designated as beneficiary under each Policy, its rights to receive payment of any amount under any Policy is subject to the rights of the Lender under this Assignment, and the Insured Debtor expressly postpones and subordinates any and all such rights to receive payment to those rights of the Lender. Finally, the Insured Debtor expressly acknowledges and agrees that it is not designated as an irrevocable beneficiary under any Policy.

[The balance of this page is intentionally left blank; signature page follows]

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

1251773 B.C. LTD.

Per: 
Name: Jaswant Singh Mann
Title: President

Per: _____
Name:
Title:

SCHEDULE "A"**DESCRIPTION OF REAL PROPERTY**

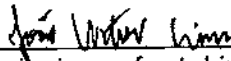
The lands and premises situated at or about 8201 Dyke Road, Abbotsford, BC, and legally described as PID: 024-200-981 Lot 1 Section 28 Township 14 New Westminster District Plan LMP38638, together with such other lands and premises as, from time to time, may be charged under the mortgage, and (as the context so admits) each and any part of any of the foregoing lands and premises.

SCHEDULE "B"

EXISTING INSURANCE POLICIES

Please refer to certificates of insurance attached.

This is Exhibit "FF" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

LAND TITLE ACT
FORM B (Section 225)

Aug-07-2020 10:21:09.001

CA8349398 CA8349399

MORTGAGE - PART 1 Province of British Columbia

PAGE 1 OF 3 PAGES

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

Kristian Nickolas
Arciaga 8JICD2Digitally signed by Kristian
Nickolas Arciaga 8JICD2
Date: 2020.08.07 10:15:23
-07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Megan Sedmak, Paralegal, of Fasken Martineau Dumoulin LLP
Barristers & Solicitors
2900 - 550 Burrard Street
Vancouver BC V6C 0A3
Document Fees: \$149.74

Telephone: 604-631-3131
LTO No.: 11565
File No.: 248426.01471/18386

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [legal description]

**024-200-981 LOT 1 SECTION 28 TOWNSHIP 14 NEW WESTMINSTER DISTRICT PLAN
LMP38638**

STC? YES

3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

DYKE VALLEY BERRY FARMS LTD.

8391 152A STREET
SURREY

V3S 8M8

BRITISH COLUMBIA
CANADA

Incorporation No
BC1041355

4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

NATIONAL BANK OF CANADA

a Canadian Chartered Bank, having a branch address at
SUITE 2900, 475 HOWE STREET
VANCOUVER BRITISH COLUMBIA
CANADA V6C 2B3

5. PAYMENT PROVISIONS:

(a) Principal Amount:	(b) Interest Rate:	(c) Interest Adjustment Date:	Y	M	D
See Schedule	25% per annum	N/A			
(d) Interest Calculation Period: See Schedule	(e) Payment Dates: N/A	(f) First Payment Date: N/A			
(g) Amount of each periodic payment: N/A	(h) <i>Interest Act</i> (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A % per annum.	(i) Last Payment Date: N/A			
(j) Assignment of Rents which the applicant wants registered? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> If YES, page and paragraph number: MT140002, Section 11 Page 7	(k) Place of payment: Postal Address in Item 4	(l) Balance Due Date: ON DEMAND			

MORTGAGE - PART 1

6. MORTGAGE contains floating charge on land?
 YES NO

7. MORTGAGE secures a current or running account?
 YES NO

8. INTEREST MORTGAGED:
 Fee Simple
 Other (specify)

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

(a) Prescribed Standard Mortgage Terms

(b) Filed Standard Mortgage Terms

(c) Express Mortgage Terms

D F Number: MT140002

(annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

N/A

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

Covenant AB102813
 Covenant BM190121

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

Officer Signature(s)

 Arash K. Rai
 Barrister & Solicitor
 #110-30485 Cardinal Ave
 Abbotsford, BC V2T 0E5

Execution Date		
Y	M	D
20	07	15

Borrower(s) Signature(s)

DYKE VALLEY BERRY FARMS
 LTD.
 by its authorized signatory(ies):

 Name: Jaswant Singh Mann

 Name:

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM E

SCHEDULE

Page 3

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

5. PAYMENT PROVISIONS

(a) Principal Amount :

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

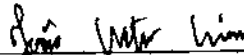
- (i) Offer of Financing dated June 29, 2020, as amended, supplemented or restated from time to time;
- (ii) any instrument, agreement or other document relating to the foregoing; and
- (iii) the Mortgage.

(d) Interest Calculation Period:

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

END OF DOCUMENT

This is Exhibit "GG" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

**LAND TITLE ACT
FORM B (Section 225)**

MORTGAGE - PART 1 Province of British Columbia

PAGE 1 OF 3 PAGES

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

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)
Megan Sedmak, Paralegal, of Fasken Martineau Dumoulin LLP
 Barristers & Solicitors
 2900 - 550 Burrard Street
 Vancouver BC V6C 0A3

Telephone: 604-631-3131
 LTO No.: 11565
 File No.: 248426.01471/18386

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 [PID] [legal description]

**024-200-981 LOT 1 SECTION 28 TOWNSHIP 14 NEW WESTMINSTER DISTRICT PLAN
 LMP38638**

STC? YES

3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

DYKE VALLEY BERRY FARMS LTD.

8391 152A STREET
 SURREY

V3S 8M8

BRITISH COLUMBIA
 CANADA

Incorporation No
 BC1041355

4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

NATIONAL BANK OF CANADA

a Canadian Chartered Bank, having a branch address at
 SUITE 2900, 475 HOWE STREET
 VANCOUVER BRITISH COLUMBIA
 CANADA V6C 2B3

5. PAYMENT PROVISIONS:

(a) Principal Amount:	(b) Interest Rate:	(c) Interest Adjustment Date:	Y	M	D
See Schedule	25% per annum	N/A			
(d) Interest Calculation Period: See Schedule	(e) Payment Dates: N/A	(f) First Payment Date: N/A			
(g) Amount of each periodic payment: N/A	(h) <i>Interest Act</i> (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A % per annum.	(i) Last Payment Date: N/A			
(j) Assignment of Rents which the applicant wants registered? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> If YES, page and paragraph number: MT140002, Section 11 Page 7	(k) Place of payment: Postal Address in Item 4	(l) Balance Due Date: ON DEMAND			

MORTGAGE - PART 1

6. MORTGAGE contains floating charge on land ?
 YES NO

7. MORTGAGE secures a current or running account ?
 YES NO

8. INTEREST MORTGAGED:

Fee Simple
 Other (specify)

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

- (a) Prescribed Standard Mortgage Terms
- (b) Filed Standard Mortgage Terms
- (c) Express Mortgage Terms

D F Number: **MT140002**
 (annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

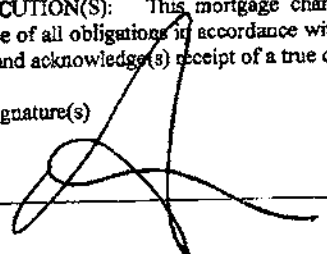
N/A

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

Covenant AB102813
 Covenant BM190121

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

Officer Signature(s)

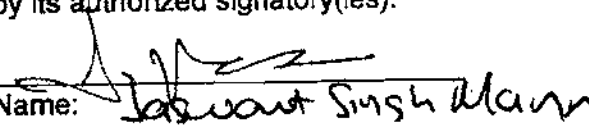


Execution Date

Y	M	D
20	07	15

Borrower(s) Signature(s)

DYKE VALLEY BERRY FARMS LTD.
 by its authorized signatory(ies):



Name:

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM E

SCHEDULE

Page 3

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

5. PAYMENT PROVISIONS

(a) Principal Amount :

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

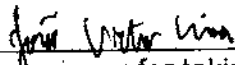
- (i) Offer of Financing dated June 29, 2020, as amended, supplemented or restated from time to time;
- (ii) any instrument, agreement or other document relating to the foregoing; and
- (iii) the Mortgage.

(d) Interest Calculation Period:

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

END OF DOCUMENT

This is Exhibit "HH" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

17 FEB 2014 10 30

MT 140002.
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Registrar
Lower Mainland Land Title Office
New Westminster, B.C.

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

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

STANDARD MORTGAGE TERMS

MT140002



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

(LTO Client No. 010452)



**NATIONAL
BANK**

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

FILED BY: NATIONAL BANK

FILING NO.:

A. Registered in Alberta having Registration Number ___.

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

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

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

C. Filed in Manitoba as Serial Number ___.

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

D. Registered in Saskatchewan having DSL Number ___.

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

1. MEANINGS AND DEFINITIONS

1.1 Definitions. In these Mortgage Terms:

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

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

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

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

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

"Default" means any default occurring under this Mortgage.

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

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

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

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

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

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

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

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

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

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

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

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

"Spouse" means spouse or common-law partner.

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

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

2. CONTINUING SECURITY

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

3. INTEREST

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

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

4. PAYMENT

- 4.1 **Payment on Demand.** The Mortgagor will pay to the Mortgagee the outstanding amount of the Obligations immediately on demand by the Mortgagee, unless the terms of an Agreement and this Mortgage provide otherwise.
- 4.2 **Application of Payments.** Each payment will be applied as set out in the applicable Agreement. If an Agreement does not specify the manner in which payments will be applied, each payment will be applied firstly to Costs and secondly to other Obligations, as the Mortgagee will determine. Payments do not discharge the Mortgage otherwise than in accordance with subsection 2.7.

5. TAXES

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

6. OTHER PROMISES OF THE MORTGAGOR

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

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

7. PROMISES BETWEEN THE MORTGAGOR AND THE MORTGAGEE

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

8. DEFAULTS

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

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

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

9. CONSEQUENCES OF A DEFAULT

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

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

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

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

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

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

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

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

10. CONSTRUCTION OF BUILDINGS OR IMPROVEMENTS

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

11. RENTAL AND ASSIGNMENT OF RENT

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

12. RECEIVER

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

13. STRATA LOT/CONDOMINIUM PROVISIONS

- 13.1 Strata Lot/Condominium Provisions.** This section 13 applies if the Property is or becomes a strata lot or condominium property under the Applicable Laws. The Mortgagor will comply with this section 13 in addition to all other terms of this Mortgage and Applicable Laws.
- 13.2 Mortgagor Will Obey Strata/Condominium Rules.** The Mortgagor will perform all of the Mortgagor's obligations as a strata lot/condominium owner under the Applicable Laws and the declaration, bylaws, rules and regulations of the strata/condominium corporation (the "Strata/Condominium Documents") and will pay all money owed by the Mortgagor to the strata/condominium corporation.
- 13.3 Insurance.** The Mortgagor will cause the strata/condominium corporation to insure the Property and the common property (or common elements), in accordance with the Applicable Laws. In addition, the Mortgagee agrees that the provisions of the Applicable Laws regarding the insurance proceeds will prevail notwithstanding subsection 8.1(K).
- 13.4 Right to Vote.** The voting rights of the Mortgagor as owner are exercisable by the Mortgagee on written notice to the strata/condominium corporation as provided by the Applicable Laws, but the Mortgagee is not required to attend meetings of the strata/condominium corporation or to exercise such rights, whether or not notice is given. The Mortgagor hereby irrevocably assigns all voting rights to the Mortgagee, provided until the Mortgagee gives written notice of this Mortgage to the strata/condominium corporation, the Mortgagor may exercise voting rights.
- 13.5 Mortgagor to Supply Copies of Documents.** At the request of the Mortgagee, the Mortgagor will give the Mortgagee copies of all notices, financial statements and other documents given by the strata/condominium corporation to the Mortgagor.
- 13.6 Mortgagee is Mortgagor's Agent.** The Mortgagor appoints the Mortgagee to be the Mortgagor's agent to inspect or obtain copies of any records or other documents of the strata/condominium corporation that the Mortgagor is entitled to inspect or obtain, including the amount of any assessments or payments due to the strata/condominium corporation by the Mortgagor. The Mortgagee is entitled to make inquiries as to the status of the Mortgagor's common expense contributions.
- 13.7 Default.** There is a Default if the strata/condominium corporation transfers, charges or adds to the common property (or common elements), or amends its Strata/Condominium Documents without the consent of the Mortgagee, and if, in the Mortgagee's opinion, the value of the Property is reduced.
- 13.8 Mortgagee May Require Payment.** At the option of the Mortgagee, and subject to compliance with Applicable Laws, there is a Default if:
- governance of the property of the strata/condominium corporation under the Applicable Laws is terminated or wound up as described in the Applicable Laws or the Strata/Condominium Documents;
 - a vote of the strata lot/condominium owners authorizes the sale of the property of the strata/condominium corporation or of a part of its common property (or common elements);
 - the strata/condominium corporation fails to comply with the Applicable Laws or the Strata/Condominium Documents;
 - the strata/condominium corporation fails to insure the strata lots/condominium units and common property (or common elements) against destruction or damage by fire and other perils usually insured against for full replacement cost; or
 - the strata/condominium corporation fails, in opinion of the Mortgagee, to manage its property and assets in a careful way or to maintain its assets in good repair.
- 13.9 Strata Lot/Condominium Expense Default.** Where the Mortgagor defaults in the obligation to contribute to the administrative expenses assessed or levied by the strata/condominium corporation, or any authorized agent on its behalf, or any assessment, instalment or payment due to the strata/condominium corporation or upon breach of any covenant or the provisions herein before in this subsection 13.9 contained, regardless of any other action or proceeding taken or to be taken by the strata/condominium corporation, the Mortgagee, may at its sole option and discretion and without notice to the Mortgagor:
- pay such expenses or levies and add any such payments to the Obligations and such amounts will bear interest according to the terms of any applicable Agreement and this Mortgage; or
 - deem such default to be a Default under this Mortgage.
- Upon Default and notwithstanding any other right or action of the strata/condominium corporation or of the Mortgagee, the Mortgagee may distrain for arrears of any assessments, instalments or payments due to the Mortgagee or arising under this provision.
- 13.10 Mortgagee Not Responsible.** Nothing done by the Mortgagee under this section 13 will make the Mortgagee a mortgagee in possession.

14. SUBDIVISION

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

15. SPOUSE OF THE MORTGAGOR

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

16. GENERAL

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

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

**SCHEDULE 1
LEASEHOLD MORTGAGE**

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

END OF SET

This is Exhibit "JJ" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

Barnes, Donna

From: Welte, Erin <Erin.Welte@nbc.ca>
Sent: Wednesday, August 2, 2023 11:07 AM
To: gurmeet mann
Subject: RE: 1326 Mann Farms Inc.

Hello Gurmeet,

We cannot agree to that.

The agreement to provide the loans was based on various contractual details including your agreement to provide the review engagement financials. It is not an extra cost to provide them as we never agreed to accept anything else.

A notice to reader financial is not acceptable. We need a review engagement financial to accurately measure the risks and to know the accounting firm performed certain actions.

This is over \$10 million in loans, which is a significant amount and we feel that it is appropriate especially given the lack of any other reporting.

Regards,



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

erin.welte@nbc.ca

From: gurmeet mann <gurmeet.mann13@yahoo.com>
Sent: Wednesday, August 2, 2023 11:58 AM
To: Welte, Erin <Erin.Welte@nbc.ca>
Subject: 1326 Mann Farms Inc.

 PRUDENCE/CAUTION - EXTERNE/EXTERNAL

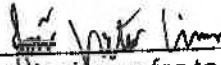
Hello Erin,

In your email it says that you are looking for Review Engagement for 1326 Mann Farms
 Is there any way that I can get you Notice to Reader with supporting documents instead of Review Engagement
 Review is costing me \$7,000 to \$7,500 which is extra huge cost for me

i would really appreciate if you can kindly consider my request for this year

Kind Regards,
Gurmeet Mann

This is Exhibit "KK" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

Barnes, Donna

From: Alambre, Jennifer
Sent: Tuesday, August 29, 2023 12:03 PM
To: Komal.mann56@yahoo.com; Gurmeet.mann13@yahoo.com
Cc: Rubin, Peter; Urquhart, Danny
Subject: Notice of Default
Attachments: 2023-08-29 Letter to Mann Farms.pdf

Good afternoon,

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

Regards,

Jennifer Alambre

Legal Administrative Assistant to Peter Rubin*,
Karine Russell, Alison Burns and Tunç Dogan

jennifer.alambre@blakes.com

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* denotes law corporation



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 Barristers & Solicitors
 Patent & Trade-mark Agents
 1133 Melville Street
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 Vancouver, B.C. V6E 4E5 Canada
 Tel: 604-631-3300 Fax: 604-631-3309

August 29, 2023

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

VIA EMAIL & COURIER

Reference: 30237/000388

1326 Mann Farms Inc.
 12101 84th Avenue
 Surrey, B.C., V3W 3G4

K P Drywall Ltd.
 13371 61A Ave
 Surrey, B.C. V3X 1L9

12101 84th Avenue
 Surrey, B.C., V3W 3G4

13 Mann Farms B.C. Ltd.
 12101 84th Avenue
 Surrey, B.C., V3W 3G4

Dyke Valley Berry Farms Ltd.
 8391 152A Street
 Surrey, B.C., V3S 8M8

Komalpreet Mann
 12101 84th Avenue
 Surrey, B.C. V3W 3G4

Gurmeet Mann
 12101 84th Avenue
 Surrey, B.C., V3W 3G4

7986 134 Street
 Surrey, B.C., V3W 4T6

Gurmeet.mann13@yahoo.com

Komal.mann56@yaoo.com

1251773 B.C. Ltd.
 8391 152A Street
 Surrey, B.C., V3S 8M8

Jaswant Mann
 8391 152A Street
 Surrey, B.C., V3S 8M8

RE: Notice of Default

Dear Sirs/Mesdames:

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

We write with respect to the following:

- (a) the Offer of Financing dated as of June 29, 2020, as amended, supplemented or restated from time to time (collectively, the "**125 Co. Offer of Financing**") between 1251773 B.C. Ltd. ("**125 Co.**"), as borrower, and National Bank of Canada ("**National**"), as lender;

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- (b) the Offer of Financing dated as of March 12, 2021, as amended, supplemented or restated from time to time (collectively, the "**Demand Loan Offer of Financing**") between 125 Co., as borrower, and National, as lender;
- (c) the Offer of Financing dated as of January 14, 2022, as amended, supplemented or restated from time to time (collectively, the "**Mann Farms Offer of Financing**", together with the 125 Co. Offer of Financing and the Demand Loan Offer of Financing, the "**Offers of Financing**") between 1326 Mann Farms Inc. ("**Mann Farms**"), as borrower, and National, as lender;
- (d) the Unlimited Guarantee dated as of July 15, 2020 (the "**Berry Farms Guarantee**") between Dyke Valley Berry Farms Ltd. ("**Berry Farms**"), as guarantor, and National as obligee;
- (e) the Unlimited Guarantee dated as of July 18, 2020 (the "**Jaswant Guarantee**") between Jaswant Mann, as guarantor, and National as obligee;
- (f) the Unlimited Guarantee dated as of January 28, 2022 (the "**K P Drywall Guarantee**") between K P Drywall Ltd. ("**K P Drywall**"), as guarantor, and National as obligee;
- (g) the Unlimited Guarantee dated as of January 28, 2022 (the "**13 Mann Farms Guarantee**") between 13 Mann Farms B.C. Ltd. ("**13 Mann Farms**"), as guarantor, and National as obligee;
- (h) the Unlimited Guarantee dated as of January 28, 2022 (the "**Gurmeet Guarantee**") between Gurmeet Mann, as guarantor, and National as obligee;
- (i) the Unlimited Guarantee dated as of January 28, 2022 (the "**Komalpreet Guarantee**", and together with the Berry Farms Guarantee, Jaswant Guarantee, K P Drywall Guarantee, the 13 Mann Farms Guarantee, the Gurmeet Guarantee, the "**Guarantees**") between Komalpreet Mann, as guarantor, and National as obligee;
- (j) the first-ranking mortgage over the property lands located at 8201 Dyke Road, Abbotsford, B.C. identified by a PID of 024-200-981 (the "**Property**") dated as of July 15, 2020 (the "**Mortgage**") granted by Berry Farms in favour of National, as lender;
- (k) the General Security Agreement dated as of July 15, 2020 (the "**125 Co. GSA**") between 125 Co., as debtor, and National, as lender;
- (l) the General Security Agreement dated as of July 15, 2020 (the "**Berry Farms GSA**") between Berry Farms, as debtor, and National, as lender;
- (m) the General Security Agreement dated as of January 28, 2022 (the "**Mann Farms GSA**") between Mann Farms, as debtor, and National, as lender;



- (n) the General Security Agreement dated as of January 28, 2022 (the "**K P Drywall GSA**") between K P Drywall, as debtor, and National, as lender; and
- (o) the General Security Agreement dated as of January 28, 2022 (the "**13 Mann Farms GSA**") and together with the 125 Co. GSA, Berry Farms GSA, Mann Farms GSA, and the K P Drywall GSA, the "**GSAs**") between 13 Mann Farms, as debtor, and National, as lender.

We also refer to the following:

- National's correspondence of August 1, 2023, regarding the expiry of term for certain credit facilities and of reporting and other defaults in respect of the Offers of Financing; and
- National's correspondence of August 2, 2023, regarding the need for review engagement financials.

Pursuant to the Offers of Financing, the term of the term loan (Loan No. 020655136752) expired on July 31, 2023, and is owed by Mann Farms. As of the date of this letter, \$10,985,191.87 remains outstanding and unpaid on the term loan. National reiterates its request and requirement for payment in full.

Furthermore, a number of events of default have occurred pursuant to the Offers of Financing and related documents. Specifically:

- Mann Farms has not paid the term loan upon the expiry of its term on July 31, 2023 (the "**Term Default**");
- Mann Farms and Berry Farms were required to present a Growers Statement to National within 120 days of fiscal year end. No Growers Statement has been provided by Mann Farms nor Berry Farms for year-end 2021 and 2022 (the "**Growers Statement Default**");
- Review Engagement financial statements for Mann Farms were to be delivered to National within 120 days of fiscal year end. No such financial statements have been provided for year-end 2021 and 2022 (the "**Mann Farms Reporting Default**");
- Notice to reader financial statements for K P Drywall were to be delivered to National within 120 days of fiscal year end. No such financial statements have been provided for year-end 2021 and 2022 (the "**K P Drywall Reporting Default**");
- Notice to reader financial statements for 13 Mann Farms were to be delivered to National within 120 days of fiscal year end. No such financial statements have been provided for year-end 2021 and 2022 (the "**13 Mann Farms Reporting Default**");

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- An annual cash flow sweep from K P Drywall in the amount of \$100,000 was to be applied to permanently reduce the \$2,500,000 term loan which has not occurred for 2021 and 2022 (the "**Sweep Default**");
- Due the defaults above, National has not been able to determine compliance with the fixed charge coverage ratio of not less than 1.20 for both 2021 and 2022 as it requires financial information of K P Drywall and 13 Mann Farms (the "**Coverage Ratio Default**");
- Property taxes are in arrears on the Property for 2022 and accruing in 2023 (the "**Property Tax Default**"); and
- Berry Farms and/or Mann Farms were to maintain insurance coverage on the Property against loss or damages and send a copy of all insurance policies covering the Property and renewals upon receipt to National. No current or renewed insurance policies have been provided to National for the Property for the years 2022 and 2023 (the "**Insurance Default**", together with the Term Default, Growers Statement Default, the Mann Farms Reporting Default, the K P Drywall Reporting Default, the 13 Mann Farms Reporting Default, the Sweep Default, the Coverage Ratio Default, and the Property Tax Default, the "**Defaults**").

Further, National's inspections of the Property in 2023 suggest there are no commercial farming operations underway. Further to the covenant in Schedule A to the Offers of Financing that the borrower and any guarantor shall provide National with any information or documentation that National may reasonably request, please provide documents confirming that blueberry crop, cranberry crop, or other crops that have been planted and the yields expected in 2023.

We are writing to formally provide notice that each of the Defaults is a current and continuing Event of Default under the Offer of Financing, GSAs and/or Mortgage (as applicable). Pursuant to the GSAs an event of default occurs where the signatory is in default on any other agreement with National. The Defaults must be remedied by no later than September 12, 2023.

As of August 29, 2023, the total principal amount owing under the Offers of Financing is CAD \$13,510,873.64 (collectively, the "**Outstanding Principal**"). The total indebtedness outstanding under the Offers of Financing includes the Outstanding Principal, plus all accrued and accruing interest, fees, indemnities, legal fees and other amounts payable, each of which shall continue to accrue and be determined at the date of pay-out, by Mann Farms under the Offers of Financing and any other documents, instruments, and agreements executed pursuant thereto or in connection therewith from time to time (collectively, the "**Indebtedness**"). The Indebtedness as of August 29, 2023, is CAD \$13,624,163.74, but which continues to increase.

Pursuant to the Guarantees, Berry Farms, Jaswant Mann, K P Drywall, 13 Mann Farms, Gurmeet Mann, and Komalpreet Mann jointly and severally guarantee payment to the Bank of all present and future debts and liabilities of Mann Farms, including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities. We further note that failure by Berry Farms, Jaswant Mann, K P Drywall, 13 Mann Farms, Gurmeet Mann, and Komalpreet Mann to pay the Bank any

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Blakes

Page 5

outstanding indebtedness pursuant to the Guarantees is itself an Event of Default under the Offers of Financing.

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

We confirm that the Bank has not waived, and hereby expressly reserves, its rights to take all further and additional actions available to the Bank under the Offers of Financing, the Guarantees, the GSAs, the Mortgage, or any other documents, instruments, and agreements executed pursuant thereto or in connection therewith, and at law, or in equity including, among other available relief, without limitation: (a) judgment against Mann Farms, Berry Farms, K P Drywall, 13 Mann Farms, Gurmeet Mann, Jaswant Mann, and Komalpreet Mann jointly and severally, for the amounts owing to the Bank; (b) an order appointing a receiver over the assets, undertakings, and/or property of Mann Farms, Berry Farms, K P Drywall, 13 Mann Farms, Gurmeet Mann, Jaswant Mann, and Komalpreet Mann; and/or (c) all other remedies afforded by law, in equity, or under the Offers of Financing, the Guarantees, the GSAs, the Mortgage, or any other documents, instruments, and any agreements executed pursuant thereto or in connection therewith from time to time, to which the Bank is entitled with respect to the recovery of the amounts owing.

Yours truly,

Peter Rubin

Copy:

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

51395196

TORONTO

CALGARY

VANCOUVER

MONTREAL

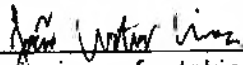
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This is Exhibit "LL" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

Barnes, Donna

From: Alambre, Jennifer
Sent: Wednesday, September 13, 2023 2:35 PM
To: Komal.mann56@yahoo.com; Gurmeet.mann13@yahoo.com
Cc: Rubin, Peter; Urquhart, Danny
Subject: National Bank re 1326 Mann Farms – Notice of demand and BIA/FDMA Notices
Attachments: 2023-09-13 Letter to Mann Farms.pdf

Good afternoon,

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

Regards,

Jennifer Alambre

Legal Administrative Assistant to Peter Rubin*,
Karine Russell, Alison Burns and Tunç Dogan

jennifer.alambre@blakes.com

T. [+1-604-631-5244](tel:+16046315244)

* denotes law corporation



Blake, Cassels & Graydon LLP
 Barristers & Solicitors
 Patent & Trademark Agents
 1133 Melville Street
 Suite 3500, The Stack
 Vancouver, B.C. V6E 4E5 Canada
 Tel: 604-631-3300 Fax: 604-631-3309

September 13, 2023

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

VIA EMAIL & COURIER

Reference: 30237/0003888

1326 Mann Farms Inc.
 12101 84th Avenue
 Surrey, B.C., V3W 3G4

K P Drywall Ltd.
 13371 61A Ave
 Surrey, B.C. V3X 1L9

12101 84th Avenue
 Surrey, B.C., V3W 3G4

13 Mann Farms B.C. Ltd.
 12101 84th Avenue
 Surrey, B.C., V3W 3G4

Dyke Valley Berry Farms Ltd.
 8391 152A Street
 Surrey, B.C., V3S 8M8

Komalpreet Mann
 12101 84th Avenue
 Surrey, B.C. V3W 3G4

Gurmeet Mann
 12101 84th Avenue
 Surrey, B.C., V3W 3G4

7986 134 Street
 Surrey, B.C., V3W 4T6

Gurmeet.mann13@yahoo.com

Komal.mann56@yaoo.com

1251773 B.C. Ltd.
 8391 152A Street
 Surrey, B.C., V3S 8M8

Jaswant Mann
 8391 152A Street
 Surrey, B.C., V3S 8M8

RE: Demand for Payment and Demand on Guarantees

Dear Sirs/Mesdames:

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

We write with respect to the following:

- (a) the Offer of Financing dated as of June 29, 2020, as amended, supplemented or restated from time to time (collectively, the "**125 Co. Offer of Financing**") between 1251773 B.C. Ltd. ("**125 Co.**"), as borrower, and National, as lender;

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- (b) the Offer of Financing dated as of March 12, 2021, as amended, supplemented or restated from time to time (collectively, the "**Demand Loan Offer of Financing**") between 125 Co., as borrower, and National, as lender;
- (c) the Offer of Financing dated as of January 14, 2022, as amended, supplemented or restated from time to time (collectively, the "**Mann Farms Offer of Financing**", together with the 125 Co. Offer of Financing and the Demand Loan Offer of Financing, the "**Offers of Financing**") between 1326 Mann Farms Inc. ("**Mann Farms**"), as borrower, and National, as lender;
- (d) the Unlimited Guarantee dated as of July 15, 2020 (the "**Berry Farms Guarantee**") between Dyke Valley Berry Farms Ltd. ("**Berry Farms**"), as guarantor, and National as obligee;
- (e) the Unlimited Guarantee dated as of July 18, 2020 (the "**Jaswant Guarantee**") between Jaswant Mann, as guarantor, and National as obligee;
- (f) the Unlimited Guarantee dated as of January 28, 2022 (the "**K P Drywall Guarantee**") between K P Drywall Ltd. ("**K P Drywall**"), as guarantor, and National as obligee;
- (g) the Unlimited Guarantee dated as of January 28, 2022 (the "**13 Mann Farms Guarantee**") between 13 Mann Farms B.C. Ltd. ("**13 Mann Farms**"), as guarantor, and National as obligee;
- (h) the Unlimited Guarantee dated as of January 28, 2022 (the "**Gurmeet Guarantee**") between Gurmeet Mann, as guarantor, and National as obligee;
- (i) the Unlimited Guarantee dated as of January 28, 2022 (the "**Komalpreet Guarantee**", and together with the Berry Farms Guarantee, Jaswant Guarantee, K P Drywall Guarantee, the 13 Mann Farms Guarantee, the Gurmeet Guarantee, the "**Guarantees**") between Komalpreet Mann, as guarantor, and National as obligee;
- (j) the first-ranking mortgage over the property lands located at 8201 Dyke Road, Abbotsford, B.C. identified by a PID of 024-200-981 (the "**Property**") dated as of July 15, 2020 (the "**Mortgage**") granted by Berry Farms in favour of National, as lender;
- (k) the General Security Agreement dated as of July 15, 2020 (the "**125 Co. GSA**") between 125 Co., as debtor, and National, as lender;
- (l) the General Security Agreement dated as of July 15, 2020 (the "**Berry Farms GSA**") between Berry Farms, as debtor, and National, as lender;
- (m) the General Security Agreement dated as of January 28, 2022 (the "**Mann Farms GSA**") between Mann Farms, as debtor, and National, as lender;



- (n) the General Security Agreement dated as of January 28, 2022 (the "**K P Drywall GSA**") between K P Drywall, as debtor, and National, as lender; and
- (o) the General Security Agreement dated as of January 28, 2022 (the "**13 Mann Farms GSA**") and together with the 125 Co. GSA, Berry Farms GSA, Mann Farms GSA, and the K P Drywall GSA, the "**GSAs**") between 13 Mann Farms, as debtor, and National, as lender.

We also refer to the following:

- National's correspondence of August 1, 2023, regarding the expiry of term for certain credit facilities and of reporting and other defaults in respect of the Offers of Financing;
- National's correspondence of August 2, 2023, regarding the requirement for review engagement financials;
- National's correspondence dated August 29, 2023, regarding the Term Default, Growers Statement Default, Mann Farms Reporting Default, K P Drywall Reporting Default, 13 Mann Farms Reporting Default, Sweep Default, Coverage Ratio Default, Property Tax Default, and Insurance Default, as defined in the August 29, 2023, correspondence (the "**Defaults**");
- Mr. Gurmeet Mann's email dated September 11, 2023, providing compilation engagement 2022 financials for "1326 Mann Farm Inc." and KP Drywall, whereas the Offers of Financing require review engagement annual financial statements for Mann Farms; and
- The fact that all other Defaults remain outstanding.

As of September 12, 2023, the total principal amount owing under the Offers of Financing is CAD \$13,510,873.64 (collectively, the "**Outstanding Principal**"). The total indebtedness outstanding under the Offers of Financing includes the Outstanding Principal, plus all accrued and accruing interest, fees, indemnities, legal fees and other amounts payable, each of which shall continue to accrue and be determined at the date of pay-out, by Mann Farms under the Offers of Financing and any other documents, instruments, and agreements executed pursuant thereto or in connection therewith from time to time (collectively, the "**Indebtedness**"). The Indebtedness as of September 12, 2023, is CAD \$13,644,811.74 but which continues to increase.

Pursuant to the Guarantees, Berry Farms, Jaswant Mann, K P Drywall, 13 Mann Farms, Gurmeet Mann, and Komalpreet Mann jointly and severally guarantee payment to National of all present and future debts and liabilities of Mann Farms and/or 125 Co., including all costs and disbursements incurred by National in recovering or attempting to recover said debts and liabilities. We further note that failure by Berry Farms, Jaswant Mann, K P Drywall, 13 Mann Farms, Gurmeet Mann, and Komalpreet Mann to pay National any outstanding indebtedness pursuant to the Guarantees is itself an Event of Default under the Offers of Financing.

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Page 4

We hereby demand that Mann Farms, 125 Co. and/or the guarantors Berry Farms, K P Drywall, 13 Mann Farms, Gurmeet Mann, and Komalpreet Mann, pursuant to the Guarantees, pay the Indebtedness to National by **September 25, 2023**, including any additional amounts that have accrued by that date. Should they fail to pay the Indebtedness to National by this date, National may take steps to enforce its legal rights under Offers of Financing and any other documents, instruments, and agreements executed pursuant thereto or in connection therewith from time to time, and otherwise at law or in equity without further notice.

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

We confirm that National has not waived, and hereby expressly reserves, its rights to take all further and additional actions available to National under the Offers of Financing, the Guarantees, the GSAs, the Mortgage, or any other documents, instruments, and agreements executed pursuant thereto or in connection therewith, and at law, or in equity, including, among other available relief, without limitation: (a) judgment against Mann Farms, 125 Co., Berry Farms, K P Drywall, 13 Mann Farms, Gurmeet Mann, Jaswant Mann, and Komalpreet Mann jointly and severally, for the amounts owing to National; (b) an order appointing a receiver over the assets, undertakings, and/or property of Mann Farms, 125 Co., Berry Farms, K P Drywall, 13 Mann Farms, Gurmeet Mann, Jaswant Mann, and Komalpreet Mann; and/or (c) all other remedies afforded by law, in equity, or under the Offers of Financing, the Guarantees, the GSAs, the Mortgage, or any other documents, instruments, and any agreements executed pursuant thereto or in connection therewith from time to time, to which National is entitled with respect to the recovery of the amounts owing.

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

Yours truly,



Peter Rubin

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

51395196

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

To: 1326 Mann Farms Inc. ("**Mann Farms**"), K P Drywall Ltd. ("**K P Drywall**"), 13 Mann Farms B.C. Ltd. ("**13 Mann Farms**"), Dyke Valley Berry Farms Ltd. ("**Berry Farms**"), and 1251773 B.C. Ltd. ("**125 Co.**") each an insolvent person (the "**Debtors**")

TAKE NOTICE THAT:

1. National Bank of Canada (the "**Creditor**" or the "**Bank**") a secured creditor, intends to enforce its security on the property of the Debtors including all or substantially all of the property of the Debtors over which the Debtors have granted security, as more particularly set out below but not limited to:
 - (a) the British Columbia property described as Parcel Identifier 024-200-981, Lot 1 Section 28 Township 14 New Westminster District Strata Plan LMP38638; and
 - (b) all present and after-acquired personal property and undertakings of the Debtors.
2. The security (the "**Security**") that is to be enforced is set out in **Schedule "A"** hereto.
3. Total amount of indebtedness secured by the Security, as of September 12, 2023 is \$13,644,811.74 with interest, fees, indemnities and other amounts accruing thereafter as provided for in the Offer of Financing dated January 14, 2022; the Offer of Financing dated June 29, 2020; and the Offer of Financing dated March 12, 2021, and their related documents, instruments and agreements.
4. The Bank will not have the right to enforce the Security until after the expiry of the 10 day period following the sending of this notice unless the Debtors consent to an earlier enforcement or the Court so orders.

Dated at Vancouver, British Columbia, this 13th day of September, 2023.

NATIONAL BANK OF CANADA

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

By: 

Name: Danny Urquhart

Title: Associate

CONSENT TO IMMEDIATE ENFORCEMENT

1326 Mann Farms Inc., K P Drywall Ltd., 13 Mann Farms B.C. Ltd., Dyke Valley Berry Farms Ltd., and 1251773 B.C. Ltd. consent to the immediate enforcement by the Creditor of the Security described in paragraph 2 above pursuant to Section 244(2) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended.

DATED at _____, this ____ of _____, 2023.

DEBTORS

1326 Mann Farms Inc.

1251773 B.C. LTD.

By: _____
Name:
Title:

By: _____
Name:
Title:

K P Drywall Ltd.

By: _____
Name:
Title:

13 Mann Farms B.C. Ltd.

By: _____
Name:
Title:

Dyke Valley Berry Farms Ltd.

By: _____
Name:
Title:

SCHEDULE "A"

The Security that is to be enforced is the security granted by the Debtors to the Creditor pursuant to the Offer of Financing dated January 14, 2022; the Offer of Financing dated June 29, 2020; and the Offer of Financing dated March 12, 2021, including (but not limited to):

1. the mortgage over the properties identified by PID 024-200-981, dated as of July 15, 2020, granted by Dyke Valley Berry Farms Ltd. in favour of the Bank.
2. the General Security Agreement dated as of January 28, 2022, between 1326 Mann Farms Inc. and the Bank.
3. the General Security Agreement dated as of January 28, 2022, between K P Drywall Ltd. and the Bank.
4. the General Security Agreement dated as of January 28, 2022, between 13 Mann Farms B.C. Ltd. and the Bank.
5. the General Security Agreement dated as of July 15, 2020, between Dyke Valley Berry Farms Ltd. and the Bank.
6. General Security Agreement dated as of July 15, 2020, between 1251773 B.C. LTD. and the Bank.
7. Such further and other security as is provided for by the above listed agreements.



Agriculture and
Agri-Food Canada

Farm Debt
Mediation Service

Agriculture et
Agroalimentaire Canada

Service de médiation en
matière d'endettement agricole

PROTECTED B
when completed

NOTICE OF INTENT BY SECURED CREDITOR

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

Name of creditor

National Bank of Canada

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

Full name of farmer or business name

1326 Mann Farms Inc, K P Drywall Ltd, 13 Mann Farms B.C. Ltd, Dyke Valley Berry Farms Ltd, 1251773 B.C. Ltd


Farmer's address

Unit/Suite/Apt.	Street Number	Number Suffix	Street Name	Street Type
	12101		84th	Ave
Street direction	PO Box or Route Number	Municipality (City, Town, etc.)	Province	Postal code
		Surrey	British Columbia	V3W 3G4
The security being (type(s) of security)			on (asset(s))	
General Security Agreement			all property and undertakings	
Mortgage			the properties identified by PID: 024-200-981	

Dated this 13th day of September, 2023 at Vancouver

Danny Urquhart

Name of secured creditor or authorized representative (print)


Signature of secured creditor or authorized representative

604-631-3326

Creditor's phone number and ext.

danny.urquhart@blakes.com

Email address of secured creditor or authorized representative

604-631-3309

Creditor's fax number

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

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

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

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

Farm Debt Mediation Service

<https://agriculture.canada.ca/en/agricultural-programs-and-services/farm-debt-mediation-service>

Eastern Canada Office

Tel: 1-866-452-5556

Email: aafc.fdmseast-smmeaest.aac@agr.gc.ca

Fax: 1-506-452-4975

Western Canada Office

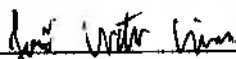
Tel: 1-866-452-5556

Email: aafc.fdmswest-smmeaouest.aac@agr.gc.ca

Fax: 1-306-780-7353

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

This is Exhibit "MM" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202



September 21, 2023

BY E-MAIL

1326 Mann Farms Inc.
12101 84th Avenue
Surrey, B.C., V3W 3G4

Attention: Gurmeet and Jaswant Mann

RE: Credit Facilities and Accounts

Dear Sirs/Mesdames,

We refer to:

- (a) the Offer of Financing dated as of June 29, 2020, as amended, supplemented or restated from time to time (collectively, the "125 Co. Offer of Financing") between 1251773 B.C. Ltd. ("125 Co."), as borrower, and National, as lender;
- (b) the Offer of Financing dated as of March 12, 2021, as amended, supplemented or restated from time to time (collectively, the "Demand Loan Offer of Financing") between 125 Co., as borrower, and National, as lender;
- (c) the Offer of Financing dated as of January 14, 2022, as amended, supplemented or restated from time to time (collectively, the "Mann Farms Offer of Financing", together with the 125 Co. Offer of Financing and the Demand Loan Offer of Financing, the "Offers of Financing") between 1326 Mann Farms Inc. ("Mann Farms"), as borrower, and National, as lender;

We also refer to:

- correspondence from National's counsel dated August 29, 2023, regarding the Term Default, Growers Statement Default, Mann Farms Reporting Default, K P Drywall Reporting Default, 13 Mann Farms Reporting Default, Sweep Default, Coverage Ratio Default, Property Tax Default, and Insurance Default, as defined in the August 29, 2023, correspondence; and
- correspondence from National's counsel dated September 13, 2023, regarding its demand for payment and demands on guarantees.

In the correspondence of August 29 and September 13, National stated that it may, among other remedies, terminate any financing product or cease extending credit without further notice or demand.

We understand that Gurmeet Mann has recently attended National's branches to attempt to access or withdraw funds from its account #0092820-03951. Please be advised that, pursuant to the notice provided



in National's prior correspondence and pursuant to the terms of the Offers of Financing, the MasterCard account has been closed and the ability of Mann Farms to draw further on the Line of Credit (Facility A in the Mann Farms Offer of Financing) has been terminated. Mann Farms will not be able to draw further or access credit using these credit facilities.

National has not, and shall not be deemed to have, waived the Defaults, or any other default or event of default that has now or may in the future occur under the Offers of Financing or their related documents. National reserves all rights and remedies

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

Regards,

National Bank of Canada

DocuSigned by:
Erin Welte
JA03C56569214DB...

Erin Welte
Senior Manager, Special Loans

DocuSigned by:
A handwritten signature in black ink, appearing to read 'C. Podsiadlo', enclosed in a rounded rectangular box.
#F81A54*3CB542F

Caroline Podsiadlo
Senior Manager, Special Loans

This is Exhibit "NN" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.

João Victor Lima

A Commissioner for taking Affidavits for British Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

From: jagmohan@primuslaw.ca
Date: October 5, 2023 at 12:34:27 PM PDT
To: "Rubin, Peter" <peter.rubin@blakes.com>
Cc: jagmohan@primuslaw.ca
Subject: Re 8201 Dyke Road, Abbotsford BC

• External Email | Courrier électronique externe •

Peter,

Please be advised that we have been retained regarding the above noted matter (Demand letter enclosed for reference). Please do not take any steps in default without prior written notice of your intention to do so.

If you have any questions or concerns please do not hesitate to contact.

Regards,

Harsimranjeet S. Mann
Barrister & Solicitor

Mailing Address: #206, 8078 128th
Street
Surrey, BC V3W 4E9

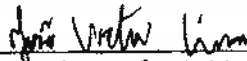
Telephone : 604-590-1500
Facsimile : 604-590-1511

Web: primuslaw.ca

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This is Exhibit "OO" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

Barnes, Donna

From: Urquhart, Danny
Sent: Tuesday, November 7, 2023 9:15 AM
To: jagmohan@primuslaw.ca
Cc: Rubin, Peter
Subject: RE: 1326 Mann Farms

Hello Jagmohan,

Your client's expression of a vague intention to below is not sufficient to provide my client confidence that the debts owing will be paid in the near future. I note that it has already been two months since my client provided notice of various defaults and subsequently demanded payment on September 13, 2023.

As such we will be proceeding with preparing enforcement materials, which carries associated costs. If your client wishes to avoid these costs, which it is required to pay pursuant to the terms and conditions appended to the offer of financing, your client will need to provide sufficient detail and documentation that my client can use to assess their risks and options. Without concrete information about the sources, timing, and terms of potential alternative financings, my client has no real assurance that anything is moving forward.

Danny Urquhart (he, him, his)
 Associate
danny.urquhart@blakes.com
 T. +1-604-631-3326

From: jagmohan@primuslaw.ca <jagmohan@primuslaw.ca>
Sent: Monday, November 6, 2023 11:24 AM
To: Urquhart, Danny <danny.urquhart@blakes.com>
Cc: Rubin, Peter <peter.rubin@blakes.com>
Subject: RE: 1326 Mann Farms
Importance: High

• External Email | Courrier électronique externe •

Danny,

Further to your below email, our client has informed us that he is in process of refinancing the property and he will be able to have an affirmative answer by November 30, 2023.

Regards,



Jagmohan Singh
 Barrister & Solicitor

Mailing Address: #206, 8078 - 128th
 Street
 Surrey, BC V3W 4E9

Telephone : 604-590-1500
 Facsimile : 604-590-1511

Web: primuslaw.ca



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From: Urquhart, Danny <danny.urquhart@blakes.com>
Sent: October 27, 2023 8:29 AM
To: jagmohan@primuslaw.ca
Cc: Rubin, Peter <peter.rubin@blakes.com>
Subject: 1326 Mann Farms

Hello,

I understand that you are acting for the borrower 1326 Mann Farms. Since our letter of September 13 (attached) and your email of October 5 requesting that our client not to take further steps, we have received no information about the borrower's intentions to repay the amounts owing to the bank.

Please be advised that our client intends to commence enforcement proceedings to realize on its security.

At this time, no information has been provided to us about your client's efforts to secure alternative finding or source funding to repay the amounts owed. In the absence of information showing that genuine efforts are being made to secure re-financing that will see a realistic and timely pay-out, our client has no reasonable option but to proceed with enforcement. If such information is available, our client may be willing to consider its options.

If we receive no response to this email by November 3, 2023, we will assume no such information is available.

Kind regards,

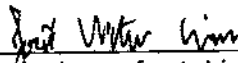
Danny Urquhart (he, him, his)
Associate
danny.urquhart@blakes.com
T. +1-604-631-3326
C. +1-778-227-6904

Blake, Cassels & Graydon LLP
3500 - 1133 Melville Street, Vancouver, BC V6E 4E5 ([Map](#))
blakes.com [LinkedIn](#)

 | Blakes Means Business

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This is Exhibit "PP" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

TITLE SEARCH PRINT

File Reference: 30237/388

207
2023-11-27, 08:42:20
Requestor: Lily Sung

****CURRENT AND CANCELLED INFORMATION SHOWN****

Land Title District NEW WESTMINSTER
Land Title Office NEW WESTMINSTER

Title Number WX2161453
From Title Number CA5648013

Application Received 2021-04-13

Application Entered 2021-04-22

Registered Owner in Fee Simple
Registered Owner/Mailing Address: DYKE VALLEY BERRY FARMS LTD., INC.NO. BC1041355
8391 152A STREET
SURREY, BC
V3S 8M8

Taxation Authority Abbotsford, City of
Glen Valley Dyking District

Description of Land
Parcel Identifier: 024-200-981
Legal Description:
LOT 1 SECTION 28 TOWNSHIP 14 NEW WESTMINSTER DISTRICT PLAN LMP38638

Legal Notations
HERETO IS ANNEXED EASEMENT BN162933 OVER PART OF LOT 5 (EXCEPT PORTIONS IN SRW PLANS 11979AND 49907 AND PLAN 85254,PLAN 3164) IN PLAN LMP42526

THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND COMMISSION ACT; SEE AGRICULTURAL LAND RESERVE PLAN NO. 30, DEPOSITED JULY 30, 1974

SUBJECT TO PROVISOS, SEE BG72038, LAND ACT SECTION 47 AS TO PART FORMERLY PARCEL B (BYLAW PLAN LMP9183) PLAN LMP8453

SUBJECT TO PROVISOS, SEE BG72039, LAND ACT SECTION 47 AS TO PART FORMERLY PARCEL C (BYLAW PLAN LMP9183) PLAN LMP8453

HERETO IS ANNEXED EASEMENT BH28265 OVER PLAN LMP14751 OF LOT 1 PLAN 78156

TITLE SEARCH PRINT

File Reference: 30237/388

208
2023-11-27, 08:42:20
Requestor: Lily Sung

Charges, Liens and Interests

Nature: COVENANT
Registration Number: AB102813
Registration Date and Time: 1988-06-08 10:13
Registered Owner: THE DISTRICT OF MATSQUI
Remarks: INTER ALIA
L.T. ACT SECTION 215

Nature: COVENANT
Registration Number: BM190121
Registration Date and Time: 1998-07-03 15:12
Registered Owner: CITY OF ABBOTSFORD

Nature: MORTGAGE
Registration Number: CA8349398
Registration Date and Time: 2020-08-07 10:21
Registered Owner: NATIONAL BANK OF CANADA

Nature: ASSIGNMENT OF RENTS
Registration Number: CA8349399
Registration Date and Time: 2020-08-07 10:21
Registered Owner: NATIONAL BANK OF CANADA

Nature: MORTGAGE
Registration Number: CA8588968
Registration Date and Time: 2020-11-23 16:22
Registered Owner: TARSEM SINGH JHALLI
Cancelled By: CA8974861
Cancelled Date: 2021-05-03

Nature: MORTGAGE
Registration Number: CA9362217
Registration Date and Time: 2021-09-15 14:13
Registered Owner: RAVINDER KAUR GHAG
AS TO AN UNDIVIDED 1/2 INTEREST
BALJINDER KAUR THIND
AS TO AN UNDIVIDED 1/2 INTEREST
Cancelled By: CA9765638
Cancelled Date: 2022-03-06

TITLE SEARCH PRINT

File Reference: 30237/388

209
2023-11-27, 08:42:20
Requestor: Lily Sung

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA9362218
Registration Date and Time:	2021-09-15 14:13
Registered Owner:	RAVINDER KAUR GHAG AS TO AN UNDIVIDED 1/2 INTEREST
Registered Owner:	BALJINDER KAUR THIND AS TO AN UNDIVIDED 1/2 INTEREST
Cancelled By:	CA9765639
Cancelled Date:	2022-03-06

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

Corrections NONE

PARCEL IDENTIFIER (PID): 024-200-981

SHORT LEGAL DESCRIPTION:S/LMP38638/////1

MARG:

TAXATION AUTHORITY:

- 1 Abbotsford, City of
- 2 Glen Valley Dyking District

FULL LEGAL DESCRIPTION: CURRENT

LOT 1 SECTION 28 TOWNSHIP 14 NEW WESTMINSTER DISTRICT PLAN LMP38638

MISCELLANEOUS NOTES:

ASSOCIATED PLAN NUMBERS:

SUBDIVISION PLAN LMP38638

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

This is Exhibit "QQ" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

Business Debtor - "13 MANN FARMS B.C. LTD."

Search Date and Time: November 27, 2023 at 9:58:35 am Pacific time
Account Name: Not available.

TABLE OF CONTENTS

14 Matches in 13 Registrations in Report

Exact Matches: 14 (*)

Total Search Report Pages: 40

	Base Registration	Base Registration Date	Debtor Name	Page
1	669853M	December 22, 2020	* 13 MANN FARMS BC LTD	2
2	669889M	December 22, 2020	* 13 MANN FARMS BC LTD	4
3	762597M	February 10, 2021	* 13 MANN FARMS B.C. LTD.	6
4	766915M	February 12, 2021	* 13 MANN FARMS BC LTD.	12
5	822809M	March 11, 2021	* 13 MANN FARMS B.C. LTD. * 13 MANN FARMS BC LTD.	14
6	929356M	April 27, 2021	* 13 MANN FARMS BC LTD	18
7	306120N	October 15, 2021	* 13 MANN FARMS B.C. LTD.	22
8	510929N	February 1, 2022	* 13 MANN FARMS B C LTD	24
9	510976N	February 1, 2022	* 13 MANN FARMS B C LTD	29
10	659583N	April 12, 2022	* 13 MANN FARMS B.C. LTD.	33
11	697994N	April 29, 2022	* 13 MANN FARMS BC LTD	35
12	793121N	June 13, 2022	* 13 MANN FARMS B.C. LTD.	37
13	902994N	August 5, 2022	* 13 MANN FARMS B.C. LTD.	39

Base Registration Number: 669853M

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: December 22, 2020 at 1:16:24 pm Pacific time
Current Expiry Date and Time: December 22, 2030 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION
(as of November 27, 2023 at 9:58:35 am Pacific time)

Secured Party Information

FARM CREDIT CANADA

Address

12040 - 149 STREET N.W.
EDMONTON AB
T5V 1P2 Canada

Debtor Information

13 MANN FARMS BC LTD

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

MANN, GURMEET SINGH

Address

12104 84TH AVENUE
SURREY BC
V3W 3G4 Canada

Birthdate

March 13, 1975

MANN, KOMALPREET SINGH

Address

13371 61A AVENUE
SURREY BC
V3X 1L9 Canada

Birthdate

January 4, 1981



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTORS.

Original Registering Party

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

SUITE 2900, 550 BARRARD STREET
VANCOUVER BC
V6C 0A3 Canada

Base Registration Number: 669889M

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: December 22, 2020 at 1:21:38 pm Pacific time
Current Expiry Date and Time: December 22, 2030 at 11:59:59 pm Pacific time
 Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION
(as of November 27, 2023 at 9:58:35 am Pacific time)

Secured Party Information

FARM CREDIT CANADA

Address

12040 - 149 STREET N.W.
EDMONTON AB
TSV 1P2 Canada

Debtor Information

13 MANN FARMS BC LTD

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2016	OXBO HARVESTER 7420 / -	7420542890

General Collateral

Base Registration General Collateral:

2016 OXBO HARVESTER 7420 SERIAL NO. 7420542890 TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO. PROCEEDS: ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES OR MONEY NOW OR HEREAFTER FORMING PROCEEDS OF THE FOREGOING COLLATERAL.

Original Registering Party

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

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



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 762597M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	February 10, 2021 at 9:16:31 am Pacific time
Current Expiry Date and Time:	February 10, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of November 27, 2023 at 9:58:35 am Pacific time)

Secured Party Information

JOHN DEERE FINANCIAL INC.

Address

3430 SUPERIOR COURT
OAKVILLE ON
L6L 0C4 Canada

Debtor Information

13 MANN FARMS B.C. LTD.

Address

12101 84 AVE
SURREY BC
V3W 3G4 Canada

MANN, GURMEET SINGH

Address

12101 84 AVE
SURREY BC
V3W 3G4 Canada

Birthdate

Vehicle Collateral

None

General Collateral

September 13, 2022 at 2:39:50 pm Pacific time

DELETED

ONE OTHER / MISC FRONT BERM ONE JOHN DEERE GATOR TS (MODEL YEAR 2021) TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.

ADDED

ONE JOHN DEERE GATOR TS (MODEL YEAR 2021) TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.

April 14, 2022 at 2:54:23 pm Pacific time

DELETED

ONE JOHN DEERE 5075GV TRACTOR FT4

March 31, 2022 at 9:18:10 am Pacific time

DELETED

ONE REARS 500 SPRAYERS

Base Registration General Collateral:

ONE JOHN DEERE 5075GV TRACTOR FT4 ONE REARS 500 SPRAYERS ONE OTHER / MISC FRONT BERM ONE JOHN DEERE GATOR TS (MODEL YEAR 2021) TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES,

**PERSONAL PROPERTY REGISTRY SEARCH RESULT**

BC Registries and Online Services

ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY ,FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR ,COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.

Original Registering Party**AVS SYSTEMS INC.****Address**

201-1325 POLSON DR.
VERNON BC
V1T 8H2 Canada

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time: September 13, 2022 at 2:39:50 pm Pacific time
Registration Number: 976402N
Description:

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV) DELETED		JOHN DEERE / TS 4X2	1M04X2SJVMM160866

General Collateral

September 13, 2022 at 2:39:50 pm Pacific time

DELETED

ONE OTHER / MISC FRONT BERM ONE JOHN DEERE GATOR TS (MODEL YEAR 2021) TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.

ADDED

ONE JOHN DEERE GATOR TS (MODEL YEAR 2021) TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.

Registering Party Information

ESC CORPORATE SERVICES LTD.

Address

201 1325 POLSON DR
VERNON BC
V1T 8H2 Canada

AMENDMENT - COLLATERAL DELETED

Registration Date and Time:

April 14, 2022 at 2:54:23 pm Pacific time

Registration Number:

666488N

Description:



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV) DELETED		JOHN DEERE / 5075GV	1AT5075GCLV010160

General Collateral

April 14, 2022 at 2:54:23 pm Pacific time

DELETED
ONE JOHN DEERE 5075GV TRACTOR FT4

Registering Party Information

ESC CORPORATE SERVICES LTD.

Address

201 1325 POLSON DR
VERNON BC
V1T 8H2 Canada

AMENDMENT - COLLATERAL DELETED

Registration Date and Time: March 31, 2022 at 9:18:10 am Pacific time
Registration Number: 634581N
Description:

General Collateral

March 31, 2022 at 9:18:10 am Pacific time

DELETED
ONE REARS 500 SPRAYERS

Registering Party Information

ESC CORPORATE SERVICES LTD.

Address

201 1325 POLSON DR
VERNON BC
V1T 8H2 Canada

Base Registration Number: 766915M

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: February 12, 2021 at 6:15:16 am Pacific time
Current Expiry Date and Time: February 12, 2026 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION
(as of November 27, 2023 at 9:58:35 am Pacific time)

Secured Party Information

KUBOTA CANADA LTD **Address**
5900 14TH AVE
MARKHAM ON
L3S 4K4 Canada

Debtor Information

13 MANN FARMS BC LTD. **Address**
35311 SWARD RD
MISSION BC
V2V 7H2 Canada

MANN, GURMEET SINGH **Address** **Birthdate**
12101 84 AVE March 13, 1975
SURREY BC
V2V 7H2 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2011	KUBOTA / #M8540NPK	85475
Motor Vehicle (MV)	2019	RINIERI TRC150C / -	157824
Motor Vehicle (MV)	2019	KUBOTA / RB0560	1487043

General Collateral

Base Registration General Collateral:

2011 KUBOTA #M8540NPK 85475 2019 RINIERI TRC150C 157824 2019 KUBOTA RB0560 1487043
PRINCIPAL AMOUNT 33,988.00

Original Registering Party

KUBOTA CANADA LTD

Address

5900 14TH AVE
MARKHAM ON
L3S 4K4 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT
BC Registries and Online Services

Base Registration Number: 822809M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 11, 2021 at 8:29:33 am Pacific time
Current Expiry Date and Time:	March 11, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION
(as of November 27, 2023 at 9:58:35 am Pacific time)

Secured Party Information

VAULT CREDIT CORPORATION

Address

41 SCARSDALE ROAD UNIT 5
TORONTO ON
M3B 2R2 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

13 MANN FARMS BC LTD.	Address 12101 84 AVE SURREY BC V3W 3G4 Canada	
13 MANN FARMS B.C. LTD.	Address 12101 84 AVE SURREY BC V3W 3G4 Canada	
MANN, GURMEET SINGH	Address 12101 84 AVE SURREY BC V3W 3G4 Canada	Birthdate March 13, 1975
MANN, GURMEET	Address 12101 84 AVE SURREY BC V3W 3G4 Canada	Birthdate March 13, 1975
MANN, GURMEETSING	Address 12101 84 AVE SURREY BC V3W 3G4 Canada	Birthdate March 13, 1975
MANN, GURMEET SIN	Address 12101 84 AVE SURREY BC V3W 3G4 Canada	Birthdate March 13, 1975
MANN, SHINDERPAL KAUR	Address 13372 62 AVE SURREY BC V3X 2J2 Canada	Birthdate May 21, 1970



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

MANN, SHINDERPAL

Address
13372 62 AVE
SURREY BC
V3X 2J2 Canada

Birthdate
May 21, 1970

MANN, SHINDERPAL KAUR

Address
12101 84 AVE
SURREY BC
V3W 3G4 Canada

Birthdate
May 21, 1970

MANN, SHINDERPAL

Address
12101 84 AVE
SURREY BC
V3W 3G4 Canada

Birthdate
May 21, 1970

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2007	FORD / LCF	3FRML55Z07V479196

General Collateral

Base Registration General Collateral:

ONE 2007 FORD LCF VIN 3FRML55Z07V479196, TOGETHER WITH ALL GOODS OF EVERY NATURE OR KIND, FINANCED BY THE SECURED PARTY TO THE DEBTOR AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ANY AND ALL PAST, PRESENT AND FUTURE ACQUIRED PARTS, ATTACHMENTS, ACCESSORIES, ACCESSIONS, ADDITIONS, SUBSTITUTIONS, IMPROVEMENTS, REPAIR AND REPLACEMENT PARTS AND OTHER EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN AND ANY AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS THEREOF AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT TAKING INSTITUTIONS, GOODS, ACCOUNTS, RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, INCLUDING ALL GOODS, SECURITIES, INSTRUMENTS DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT), RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

VAULT CREDIT CORPORATION

Address

41 SCARSDALE ROAD UNIT 5
TORONTO ON
M3B 2R2 Canada

Base Registration Number: 929356M

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: April 27, 2021 at 5:29:57 pm Pacific time
Current Expiry Date and Time: April 27, 2031 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION
(as of November 27, 2023 at 9:58:35 am Pacific time)

Secured Party Information

FARM CREDIT CANADA

Address

12040 - 149 STREET N.W.
EDMONTON AB
T5V 1P2 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

13 MANN FARMS BC LTD

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

MANN, GURMEET

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

Birthdate

March 13, 1975

MANN, KOMALPREET SINGH

Address

13371 61A AVENUE
SURREY BC
V3X 1L9 Canada

Birthdate

January 4, 1981

K P DRYWALL LTD

Address

13371 - 61A AVENUE
SURREY BC
V3X 1L9 Canada

MANN, GURMEET SINGH

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

Birthdate

March 13, 1975

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTORS.



PERSONAL PROPERTY REGIS
BC Reg

Original Registering Party

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

SUITE 2900, 550 BARRARD STREET
VANCOUVER BC
V6C 0A3 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

SUITE 2900, 550 BARRARD STREET
VANCOUVER BC
V6C 0A3 Canada

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time: April 29, 2021 at 2:41:50 pm Pacific time
Registration Number: 935144M
Description: ADD DEBTOR

Debtor Information

MANN, GURMEET SINGH

ADDED

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

Birthdate

March 13, 1975

Registering Party Information

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

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

Base Registration Number: 306120N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	October 15, 2021 at 7:31:14 am Pacific time
Current Expiry Date and Time:	October 15, 2031 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION
(as of November 27, 2023 at 9:58:35 am Pacific time)

Secured Party Information

FARM CREDIT CANADA	Address
	12040 - 149 STREET N.W. EDMONTON AB T5V 1P2 Canada

Debtor Information

13 MANN FARMS B.C. LTD.	Address
	13371 61A AVE SURREY BC V3X 1L9 Canada

Vehicle Collateral
None

General Collateral

Base Registration General Collateral:

2021 OXBO 8140 BERRY HARVESTER S/N: 550960-600028 TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED ATTACHMENTS, ACCESSORIES, AND ACCESSIONS THERETO, ANY AND ALL PROCEEDS (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED) TOGETHER WITH ALL PROCEEDS AND PROPERTY IN ANY FORM DERIVED DIRECTLY ,OR INDIRECTLY FROM OR AS A RESULT OF CONVERTING ANY OF THE ABOVE-DESCRIBED COLLATERAL INTO SOMETHING ELSE, OR SELLING, EXCHANGING, COLLECTING, DISPOSING OR DEALING IN ANY WAY WITH ANY OF ABOVE-DESCRIBED COLLATERAL, AND ALL PROCEEDS THEREFROM.

Original Registering Party

FARM CREDIT CANADA

Address

12040 - 149 STREET N.W.
EDMONTON AB
T5V 1P2 Canada

Base Registration Number: 510929N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	February 1, 2022 at 9:47:45 am Pacific time
Current Expiry Date and Time:	February 1, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION
(as of November 27, 2023 at 9:58:35 am Pacific time)

Secured Party Information

NATIONAL BANK OF CANADA

Address

475 HOWE STREET, 29TH FLOOR
VANCOUVER BC
V6C 2B3 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

1326 MANN FARMS INC

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

K P DRYWALL LTD

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

13 MANN FARMS B C LTD

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

1326 MANN FARM INC.

Address

12101 84 AVE
SURREY BC
V3W 3G4 Canada

Vehicle Collateral

None

General Collateral

September 15, 2022 at 9:24:09 am Pacific time

ADDED

WITH RESPECT TO EACH DEBTOR:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION FIXTURES AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR THE REGULATIONS MADE THEREUNDER HAVE THOSE DEFINED MEANINGS).

Base Registration General Collateral:

WITH RESPECT TO EACH DEBTOR:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION FIXTURES AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR THE REGULATIONS MADE THEREUNDER HAVE THOSE DEFINED MEANINGS).

Original Registering Party

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

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

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time: September 15, 2022 at 9:24:09 am Pacific time
Registration Number: 980304N
Description: THE DEBTOR KNOWN AS 1326 MANN FARMS INC. AMALGAMATED WITH 1251773 B.C. LTD. ON OR ABOUT FEBRUARY 8, 2022, AND THE NAME OF THE AMALGAMATED ENTITY IS 1326 MANN FARMS INC. (AMALGAMATION NO. BC1346953).

General Collateral

September 15, 2022 at 9:24:09 am Pacific time

ADDED

WITH RESPECT TO EACH DEBTOR:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION FIXTURES AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR THE REGULATIONS MADE THEREUNDER HAVE THOSE DEFINED MEANINGS).

Debtor Information

1326 MANN FARM INC.

ADDED

Address

12101 84 AVE
SURREY BC
V3W 3G4 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Registering Party Information

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

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

Base Registration Number: 510976N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	February 1, 2022 at 9:52:52 am Pacific time
Current Expiry Date and Time:	February 1, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION
(as of November 27, 2023 at 9:58:35 am Pacific time)

Secured Party Information

NATIONAL BANK OF CANADA

Address

475 HOWE STREET, 29TH FLOOR
VANCOUVER BC
V6C 2B3 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

K P DRYWALL LTD

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

13 MANN FARMS B C LTD

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

MANN, GURMEET

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

Birthdate

MANN, KOMALPREET

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

Birthdate

Vehicle Collateral

None

General Collateral

September 15, 2022 at 9:27:16 am Pacific time

ADDED

WITH RESPECT TO EACH DEBTOR:

ALL DEBTS, LIABILITIES AND OBLIGATIONS, PRESENT AND FUTURE, DIRECT OR INDIRECT, ABSOLUTE OR CONTINGENT, MATURED OR NOT, OF 1326 MANN FARMS INC. TO THE DEBTOR, INCLUDING WITHOUT LIMITATION ANY REDEMPTION OF SHARES AND UNITS 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).

Base Registration General Collateral:

WITH RESPECT TO EACH DEBTOR:

ALL DEBTS, LIABILITIES AND OBLIGATIONS, PRESENT AND FUTURE, DIRECT OR INDIRECT, ABSOLUTE OR CONTINGENT, MATURED OR NOT, OF 1326 MANN FARMS INC. TO THE DEBTOR, INCLUDING WITHOUT LIMITATION ANY REDEMPTION OF SHARES AND UNITS 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
LLP**

Address

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

HISTORY

(Showing most recent first)

AMENDMENT - COLLATERAL ADDED

Registration Date and Time: September 15, 2022 at 9:27:16 am Pacific time
Registration Number: 980322N
Description: 1326 MANN FARMS INC. AMALGAMATED WITH 1251773 B.C. LTD. ON OR ABOUT FEBRUARY 8, 2022, AND THE NAME OF THE AMALGAMATED ENTITY IS 1326 MANN FARMS INC. (AMALGAMATION NO. BC1346953).

General Collateral

September 15, 2022 at 9:27:16 am Pacific time

ADDED

WITH RESPECT TO EACH DEBTOR:

ALL DEBTS, LIABILITIES AND OBLIGATIONS, PRESENT AND FUTURE, DIRECT OR INDIRECT, ABSOLUTE OR CONTINGENT, MATURED OR NOT, OF 1326 MANN FARMS INC. TO THE DEBTOR, INCLUDING WITHOUT LIMITATION ANY REDEMPTION OF SHARES AND UNITS 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).

Registering Party Information

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

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

Base Registration Number: 659583N

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: April 12, 2022 at 9:18:38 am Pacific time
Current Expiry Date and Time: April 12, 2028 at 11:59:59 pm Pacific time
 Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION
(as of November 27, 2023 at 9:58:35 am Pacific time)

Secured Party Information

JOHN DEERE FINANCIAL INC. **Address**
 295 HUNTER ROAD, P.O. BOX 1000
 GRIMSBY ON
 L3M 4H5 Canada

Debtor Information

13 MANN FARMS B.C. LTD. **Address**
 12101 84 AVE
 SURREY BC
 V3W 3G4 Canada

MANN, GURMEET SINGH **Address** **Birthdate**
 12101 84 AVE
 SURREY BC
 V3W 3G4 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)		JOHN DEERE / 5075E	1PY5075EJMM414552

General Collateral

Base Registration General Collateral:

ONE JOHN DEERE 5075E TRACTOR ONE JOHN DEERE 520M STD FARM LOADER ONE FRONTIER AP12G FXD PALLETFRK GBLDR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.

Original Registering Party

AVS SYSTEMS INC.

Address

201-1325 POLSON DR.
VERNON BC
V1T 8H2 Canada

Base Registration Number: 697994N

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: April 29, 2022 at 3:20:30 pm Pacific time
Current Expiry Date and Time: April 29, 2029 at 11:59:59 pm Pacific time
 Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION
(as of November 27, 2023 at 9:58:35 am Pacific time)

Secured Party Information

ROYAL BANK OF CANADA **Address**
 10 YORK MILLS ROAD 3RD FLOOR
 TORONTO ON
 M2P 0A2 Canada

Debtor Information

13 MANN FARMS BC LTD **Address**
 12101 84 AVENUE
 SURREY BC
 V3W 3G4 Canada

MANN, GURMEET SINGH **Address** **Birthdate**
 12101 84 AVENUE March 13, 1975
 SURREY BC
 V3W 3G4 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2018	Ford / F350 S/D	1FT8X3B62JEC31343

General Collateral

None.

Original Registering Party

D + H LIMITED PARTNERSHIP

Address

2 ROBERT SPECK PARKWAY, 15TH FLOOR
MISSISSAUGA ON
L4Z 1H8 Canada

General Collateral

Base Registration General Collateral:

2018 Florida Model 3 Sprayer, together with all present and after-acquired attachments, accessories and accessions thereto . Any and all "proceeds" (as defined in the Personal Property Security Act, as amended) together with all proceeds and property in any form derived directly or indirectly from or as a result of converting any of the above-described collateral into something else, or selling, exchanging, collecting, disposing or dealing in any way with any of the above-described collateral, and all proceeds therefrom.

Original Registering Party

FARM CREDIT CANADA

Address

12040 149 STREET NW
2ND FLOOR
EDMONTON AB
T5V 1P2 Canada

Base Registration Number: 902994N

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: August 5, 2022 at 10:26:20 am Pacific time
Current Expiry Date and Time: August 5, 2029 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION
(as of November 27, 2023 at 9:58:35 am Pacific time)

Secured Party Information

FARM CREDIT CANADA **Address**
12040 149 STREET NW
2ND FLOOR
EDMONTON AB
T5V 1P2 Canada

Debtor Information

13 MANN FARMS B.C. LTD. **Address**
12101 84 AVE
SURREY BC
V3W 3G4 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

2011 Yanmar T80 S/N: 10188, together with all present and after-acquired attachments, accessories and accessions thereto . Any and all "proceeds" (as defined in the Personal Property Security Act, as amended) together with all proceeds and property in any form derived directly or indirectly from or as a result of converting any of the above-described collateral into something else, or selling, exchanging, collecting, disposing or dealing in any way with any of the above-described collateral, and all proceeds therefrom.

Original Registering Party

FARM CREDIT CANADA

Address

12040 149 STREET NW
2ND FLOOR
EDMONTON AB
T5V 1P2 Canada

This is Exhibit "RR" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.

João Victor Lima

A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

Business Debtor - "K P DRYWALL LTD."

Search Date and Time: November 27, 2023 at 10:49:42 am Pacific time
Account Name: Not available.

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Exact Matches: 5 (*)

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	Base Registration	Base Registration Date	Debtor Name	Page
1	947665L	December 12, 2019	* K P DRYWALL LTD	2
2	929356M	April 27, 2021	* K P DRYWALL LTD	4
3	201313N	August 26, 2021	* K P DRYWALL LTD.	8
4	510929N	February 1, 2022	* K P DRYWALL LTD	10
5	510976N	February 1, 2022	* K P DRYWALL LTD	15

Base Registration Number: 947665L

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: December 12, 2019 at 6:14:05 am Pacific time
Current Expiry Date and Time: December 12, 2026 at 11:59:59 pm Pacific time
 Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION
(as of November 27, 2023 at 10:49:42 am Pacific time)

Secured Party Information

TD AUTO FINANCE (CANADA) INC. **Address**
 PO BOX 4086, STATION A
 TORONTO ON
 M5W 5K3 Canada

Debtor Information

K P DRYWALL LTD **Address**
 13371 61A AVENUE
 SURREY BC
 V3X 1L9 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2019	RAM / 1500	1C6RR7KMXXS706610

General Collateral

Base Registration General Collateral:

ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, ALTERNATIONS, REPLACEMENTS AND REPAIRS (WHETHER PRESENT OR FUTURE) TO THE VEHICLE COLLATERAL. PROCEEDS: ALL CASH AND NON-CASH PROCEEDS OF THE VEHICLE COLLATERAL, INCLUDING, WITHOUT LIMITATION, PROCEEDS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE VEHICLE COLLATERAL OR THAT INDEMNIFIES OR COMPENSATES THE DEBTOR(S) FOR THE DESTRUCTION OR DAMAGE TO OR LOSS OF THE VEHICLE COLLATERAL. THE PROCEEDS MAY TAKE THE FORM OF ANY ONE OR MORE OF THE FOLLOWING: GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY, INVESTMENT PROPERTY OR INTANGIBLES. ACCORDINGLY, ANY OF THE DEBTOR(S) AFTER ACQUIRED PROPERTY MAY BE PROCEEDS AND THEREFORE SUBJECT TO, THE SECURED PARTY'S SECURITY INTEREST.

Original Registering Party

**TERANET COLLATERAL
MANAGEMENT SOLUTIONS
CORPORATION (TDAF)**

Address

2 ROBERT SPECK PARKWAY, 15TH F
MISSISSAUGA ON
L4Z 1H8 Canada

Base Registration Number: 929356M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	April 27, 2021 at 5:29:57 pm Pacific time
Current Expiry Date and Time:	April 27, 2031 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION
(as of November 27, 2023 at 10:49:42 am Pacific time)

Secured Party Information

FARM CREDIT CANADA

Address

12040 - 149 STREET N.W.
EDMONTON AB
T5V 1P2 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

13 MANN FARMS BC LTD

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

MANN, GURMEET

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

Birthdate

March 13, 1975

MANN, KOMALPREET SINGH

Address

13371 61A AVENUE
SURREY BC
V3X 1L9 Canada

Birthdate

January 4, 1981

K P DRYWALL LTD

Address

13371 - 61A AVENUE
SURREY BC
V3X 1L9 Canada

MANN, GURMEET SINGH

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

Birthdate

March 13, 1975

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTORS.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

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

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time: April 29, 2021 at 2:41:50 pm Pacific time
Registration Number: 935144M
Description: ADD DEBTOR

Debtor Information

MANN, GURMEET SINGH

ADDED

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

Birthdate

March 13, 1975

Registering Party Information

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

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

Base Registration Number: 201313N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	August 26, 2021 at 6:21:16 am Pacific time
Current Expiry Date and Time:	August 26, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION
(as of November 27, 2023 at 10:49:42 am Pacific time)

Secured Party Information

VW CREDIT CANADA INC.	Address
	4865 MARC-BLAIN ST., SUITE 300 ST-LAURENT QC H4R 3B2 Canada

Debtor Information

MANN, KOMALPREET SINGH	Address	Birthdate
	7986 134 ST SURREY BC V3W 4T6 Canada	January 4, 1981

K P DRYWALL LTD.	Address
	214-8028 128 ST SURREY BC V3W 4E9 Canada

MANN, KOMALPREET S	Address	Birthdate
	7986 134 ST SURREY BC V3W 4T6 Canada	January 4, 1981



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2018	AUDI / Q7 PROGRESSIV	WA1LAAF76JD030788

General Collateral

None.

Original Registering Party

D + H LIMITED PARTNERSHIP

Address

2 ROBERT SPECK PARKWAY, 15TH F
MISSISSAUGA ON
L4Z 1H8 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 510929N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	February 1, 2022 at 9:47:45 am Pacific time
Current Expiry Date and Time:	February 1, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of November 27, 2023 at 10:49:42 am Pacific time)

Secured Party Information

NATIONAL BANK OF CANADA

Address

475 HOWE STREET, 29TH FLOOR
VANCOUVER BC
V6C 2B3 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

1326 MANN FARMS INC

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

K P DRYWALL LTD

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

13 MANN FARMS B C LTD

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

1326 MANN FARM INC.

Address

12101 84 AVE
SURREY BC
V3W 3G4 Canada

Vehicle Collateral

None

General Collateral

September 15, 2022 at 9:24:09 am Pacific time

ADDED

WITH RESPECT TO EACH DEBTOR:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION FIXTURES AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR THE REGULATIONS MADE THEREUNDER HAVE THOSE DEFINED MEANINGS).

Base Registration General Collateral:

WITH RESPECT TO EACH DEBTOR:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION FIXTURES AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR THE REGULATIONS MADE THEREUNDER HAVE THOSE DEFINED MEANINGS).

Original Registering Party

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

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

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time: September 15, 2022 at 9:24:09 am Pacific time
Registration Number: 980304N
Description: THE DEBTOR KNOWN AS 1326 MANN FARMS INC. AMALGAMATED WITH 1251773 B.C. LTD. ON OR ABOUT FEBRUARY 8, 2022, AND THE NAME OF THE AMALGAMATED ENTITY IS 1326 MANN FARMS INC. (AMALGAMATION NO. BC1346953).

General Collateral

September 15, 2022 at 9:24:09 am Pacific time

ADDED

WITH RESPECT TO EACH DEBTOR:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION FIXTURES AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR THE REGULATIONS MADE THEREUNDER HAVE THOSE DEFINED MEANINGS).

Debtor Information

1326 MANN FARM INC.

ADDED

Address

12101 84 AVE
SURREY BC
V3W 3G4 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Registering Party Information

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

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

Base Registration Number: 510976N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	February 1, 2022 at 9:52:52 am Pacific time
Current Expiry Date and Time:	February 1, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION
(as of November 27, 2023 at 10:49:42 am Pacific time)

Secured Party Information

NATIONAL BANK OF CANADA

Address

475 HOWE STREET, 29TH FLOOR
VANCOUVER BC
V6C 2B3 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

K P DRYWALL LTD

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

13 MANN FARMS B C LTD

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

MANN, GURMEET

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

Birthdate

MANN, KOMALPREET

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

Birthdate

Vehicle Collateral

None

General Collateral

September 15, 2022 at 9:27:16 am Pacific time

ADDED

WITH RESPECT TO EACH DEBTOR:

ALL DEBTS, LIABILITIES AND OBLIGATIONS, PRESENT AND FUTURE, DIRECT OR INDIRECT, ABSOLUTE OR CONTINGENT, MATURED OR NOT, OF 1326 MANN FARMS INC. TO THE DEBTOR, INCLUDING WITHOUT LIMITATION ANY REDEMPTION OF SHARES AND UNITS 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).

Base Registration General Collateral:

WITH RESPECT TO EACH DEBTOR:

ALL DEBTS, LIABILITIES AND OBLIGATIONS, PRESENT AND FUTURE, DIRECT OR INDIRECT, ABSOLUTE OR CONTINGENT, MATURED OR NOT, OF 1326 MANN FARMS INC. TO THE DEBTOR, INCLUDING WITHOUT LIMITATION ANY REDEMPTION OF SHARES AND UNITS 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
LLP**

Address

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

HISTORY

(Showing most recent first)

AMENDMENT - COLLATERAL ADDED

Registration Date and Time: September 15, 2022 at 9:27:16 am Pacific time
Registration Number: 980322N
Description: 1326 MANN FARMS INC. AMALGAMATED WITH 1251773 B.C. LTD. ON OR ABOUT FEBRUARY 8, 2022, AND THE NAME OF THE AMALGAMATED ENTITY IS 1326 MANN FARMS INC. (AMALGAMATION NO. BC1346953).

General Collateral

September 15, 2022 at 9:27:16 am Pacific time

ADDED

WITH RESPECT TO EACH DEBTOR:

ALL DEBTS, LIABILITIES AND OBLIGATIONS, PRESENT AND FUTURE, DIRECT OR INDIRECT, ABSOLUTE OR CONTINGENT, MATURED OR NOT, OF 1326 MANN FARMS INC. TO THE DEBTOR, INCLUDING WITHOUT LIMITATION ANY REDEMPTION OF SHARES AND UNITS 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).

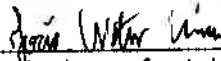
Registering Party Information

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

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

This is Exhibit "SS" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "1326 MANN FARM INC."

Search Date and Time: November 27, 2023 at 8:54:40 am Pacific time
Account Name: Not available.

TABLE OF CONTENTS

4 Matches in 3 Registrations in Report

Exact Matches: 3 (*)

Total Search Report Pages: 12

	Base Registration	Base Registration Date	Debtor Name	Page
1	346135M	July 17, 2020	* 1326 MANN FARM INC.	2
2	346200M	July 17, 2020	* 1326 MANN FARM INC.	5
3	510929N	February 1, 2022	* 1326 MANN FARM INC. 1326 MANN FARMS INC	8

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 346135M

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: July 17, 2020 at 11:09:27 am Pacific time
Current Expiry Date and Time: July 17, 2026 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of November 27, 2023 at 8:54:40 am Pacific time)

Secured Party Information

NATIONAL BANK OF CANADA

Address

475 HOWE STREET, 29TH FLOOR
VANCOUVER BC
V6C 2B3 Canada

Debtor Information

1251773 B.C. LTD.

Address

8391 152A STREET
SURREY BC
V3S 8M8 Canada

1326 MANN FARM INC.

Address

12101 84 AVE
SURREY BC
V3W 3G4 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION FIXTURES (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR THE REGULATIONS MADE THEREUNDER HAVE THOSE DEFINED MEANINGS).

Original Registering Party

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

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

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time: September 15, 2022 at 9:30:13 am Pacific time
Registration Number: 980334N
Description: THE DEBTOR KNOWN AS 1251773 B.C. LTD.
AMALGAMATED WITH 1326 MANN FARMS INC. ON OR
ABOUT FEBRUARY 8, 2022, AND THE NAME OF THE
AMALGAMATED ENTITY IS 1326 MANN FARMS INC.
(AMALGAMATION NO. BC1346953).

Debtor Information

1326 MANN FARM INC.

ADDED

Address

12101 84 AVE
SURREY BC
V3W 3G4 Canada

Registering Party Information

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

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

Base Registration Number: 346200M

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: July 17, 2020 at 11:30:10 am Pacific time
Current Expiry Date and Time: July 17, 2026 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION
(as of November 27, 2023 at 8:54:40 am Pacific time)

Secured Party Information

NATIONAL BANK OF CANADA **Address**
475 HOWE STREET, 29TH FLOOR
VANCOUVER BC
V6C 2B3 Canada

Debtor Information

1251773 B.C. LTD. **Address**
8391 152A STREET
SURREY BC
V3S 8M8 Canada

1326 MANN FARM INC. **Address**
12101 84 AVE
SURREY BC
V3W 3G4 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S RIGHT, TITLE, CLAIM INTEREST IN AND TO ALL CONTRACTS, INCLUDING INSURANCE AGREEMENTS AND CONTRACTS, AND ALL PROCEEDS THEREFROM (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR THE REGULATIONS MADE THEREUNDER HAVE THOSE DEFINED MEANINGS).

Original Registering Party

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

SUITE 2900, 550 BARRARD STREET
VANCOUVER BC
V6C 0A3 Canada

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time: September 15, 2022 at 9:33:32 am Pacific time
Registration Number: 980342N
Description: THE DEBTOR KNOWN AS 1251773 B.C. LTD. AMALGAMATED WITH 1326 MANN FARMS INC. ON OR ABOUT FEBRUARY 8, 2022, AND THE NAME OF THE AMALGAMATED ENTITY IS 1326 MANN FARMS INC. (AMALGAMATION NO. BC1346953).

Debtor Information

1326 MANN FARM INC.

ADDED

Address

12101 84 AVE
SURREY BC
V3W 3G4 Canada

Registering Party Information

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

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

Base Registration Number: 510929N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	February 1, 2022 at 9:47:45 am Pacific time
Current Expiry Date and Time:	February 1, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION
(as of November 27, 2023 at 8:54:40 am Pacific time)

Secured Party Information

NATIONAL BANK OF CANADA

Address

475 HOWE STREET, 29TH FLOOR
VANCOUVER BC
V6C 2B3 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

1326 MANN FARMS INC

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

K P DRYWALL LTD

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

13 MANN FARMS B C LTD

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

1326 MANN FARM INC.

Address

12101 84 AVE
SURREY BC
V3W 3G4 Canada

Vehicle Collateral

None

General Collateral

September 15, 2022 at 9:24:09 am Pacific time

ADDED

WITH RESPECT TO EACH DEBTOR:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION FIXTURES AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR THE REGULATIONS MADE THEREUNDER HAVE THOSE DEFINED MEANINGS).

Base Registration General Collateral:

WITH RESPECT TO EACH DEBTOR:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION FIXTURES AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR THE REGULATIONS MADE THEREUNDER HAVE THOSE DEFINED MEANINGS).

Original Registering Party

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

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

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time: September 15, 2022 at 9:24:09 am Pacific time
Registration Number: 980304N
Description: THE DEBTOR KNOWN AS 1326 MANN FARMS INC. AMALGAMATED WITH 1251773 B.C. LTD. ON OR ABOUT FEBRUARY 8, 2022, AND THE NAME OF THE AMALGAMATED ENTITY IS 1326 MANN FARMS INC. (AMALGAMATION NO. BC1346953).

General Collateral

September 15, 2022 at 9:24:09 am Pacific time

ADDED

WITH RESPECT TO EACH DEBTOR:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION FIXTURES AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR THE REGULATIONS MADE THEREUNDER HAVE THOSE DEFINED MEANINGS).

Debtor Information

1326 MANN FARM INC.

ADDED

Address

12101 84 AVE
SURREY BC
V3W 3G4 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT
BC Registries and Online Services

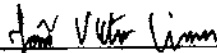
Registering Party Information

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

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

This is Exhibit "TT" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "DYKE VALLEY BERRY FARMS LTD."

Search Date and Time: November 27, 2023 at 9:58:54 am Pacific time
Account Name: Not available.

TABLE OF CONTENTS

4 Matches in 4 Registrations in Report

Exact Matches: 4 (*)

Total Search Report Pages: 9

	Base Registration	Base Registration Date	Debtor Name	Page
1	389399M	August 7, 2020	* DYKE VALLEY BERRY FARMS LTD	2
2	389407M	August 7, 2020	* DYKE VALLEY BERRY FARMS LTD	4
3	649856N	April 7, 2022	* DYKE VALLEY BERRY FARMS LTD.	6
4	649861N	April 7, 2022	* DYKE VALLEY BERRY FARMS LTD.	8

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 389399M

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: August 7, 2020 at 12:46:49 pm Pacific time
Current Expiry Date and Time: August 7, 2026 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of November 27, 2023 at 9:58:54 am Pacific time)

Secured Party Information

NATIONAL BANK OF CANADA

Address

475 HOWE STREET, 29TH FLOOR
VANCOUVER BC
V6C 2B3 Canada

Debtor Information

DYKE VALLEY BERRY FARMS LTD

Address

8391 152A STREET
SURREY BC
V3S 8M8 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION FIXTURES (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR THE REGULATIONS MADE THEREUNDER HAVE THOSE DEFINED MEANINGS).

Original Registering Party

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

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

Base Registration Number: 389407M

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: August 7, 2020 at 12:49:22 pm Pacific time
Current Expiry Date and Time: August 7, 2026 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION
(as of November 27, 2023 at 9:58:54 am Pacific time)

Secured Party Information

NATIONAL BANK OF CANADA **Address**
475 HOWE STREET, 29TH FLOOR
VANCOUVER BC
V6C 2B3 Canada

Debtor Information

DYKE VALLEY BERRY FARMS LTD **Address**
8391 152A STREET
SURREY BC
V3S 8M8 Canada

Vehicle Collateral
None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S RIGHT, TITLE, CLAIM, AND INTEREST IN AND TO ALL CONTRACTS, INCLUDING INSURANCE AGREEMENTS AND CONTRACTS, AND ALL PROCEEDS THEREFROM (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR THE REGULATIONS MADE THEREUNDER HAVE THOSE DEFINED MEANINGS).

Original Registering Party

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

SUITE 2900, 550 BARRARD STREET
VANCOUVER BC
V6C 0A3 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

2020 KUBOTA IU55-4G1 27552

PRINCIPAL AMOUNT \$56,545.00

Original Registering Party

PPSA CANADA INC - (5156)

Address

303-110 SHEPPARD AVE. E.
TORONTO ON
M2N 6Y8 Canada

Base Registration Number: 649861N

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: April 7, 2022 at 7:03:26 am Pacific time
Current Expiry Date and Time: April 7, 2026 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION
(as of November 27, 2023 at 9:58:54 am Pacific time)

Secured Party Information

KUBOTA CANADA LTD **Address**
5900 14TH AVE
MARKHAM ON
L3S 4K4 Canada

Debtor Information

DYKE VALLEY BERRY FARMS LTD. **Address**
8820 SCOTT ROAD
SURREY BC
V3V 0C9 Canada

MANN, GURMEET SINGH **Address** **Birthdate**
12101 84 AVE March 13, 1975
SURREY BC
V2V 7H2 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2020	KUBOTA / #L3901DTRC	KBUL4BDRCLJH90625
Motor Vehicle (MV)	2018	FARM KING / EZP2400	240019000014

General Collateral

Base Registration General Collateral:

2020 KUBOTA #L3901DTRC KBUL4BDRCLJH90625
2018 FARM KING EZP2400 240019000014

PRINCIPAL AMOUNT \$25,777.00

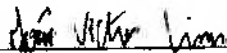
Original Registering Party

PPSA CANADA INC - (5156)

Address

303-110 SHEPPARD AVE. E.
TORONTO ON
M2N 6Y8 Canada

This is Exhibit "UU" referred to in Affidavit #
of Jennifer Alambre made before me at
Vancouver, British Columbia on December 4,
2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202



**BC Registry
Services**

Mailing Address:
PO Box 9431 Str Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For
13 MANN FARMS B.C. LTD.

Date and Time of Search: November 27, 2023 09:58 AM Pacific Time
Currency Date: June 06, 2023

ACTIVE

Incorporation Number: BC1125113
Name of Company: 13 MANN FARMS B.C. LTD.
Business Number: 706967890 BC0001
Recognition Date and Time: Incorporated on June 29, 2017 01:20 PM Pacific Time **In Liquidation:** No
Last Annual Report Filed: June 29, 2021 **Receiver:** No

COMPANY NAME INFORMATION

Previous Company Name **Date of Company Name Change**
YELLOW WOOD HOME LTD. October 11, 2019

REGISTERED OFFICE INFORMATION

Mailing Address: 12101 84 AVENUE
SURREY BC V3W 3G4
CANADA
Delivery Address: 12101 84 AVENUE
SURREY BC V3W 3G4
CANADA

RECORDS OFFICE INFORMATION

Mailing Address: 12101 84 AVENUE
SURREY BC V3W 3G4
CANADA
Delivery Address: 12101 84 AVENUE
SURREY BC V3W 3G4
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
MANN, GURMEET SINGH (formerly MANN, GURPREET SINGH)

Mailing Address: 12101 84 AVENUE
SURREY BC V3W 3G4
CANADA
Delivery Address: 12101 84 AVENUE
SURREY BC V3W 3G4
CANADA

Last Name, First Name, Middle Name:

MANN, KOMALPREET SINGH

Mailing Address:

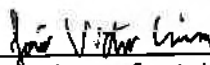
12101 84 AVENUE
SURREY BC V3W 3G4
CANADA

Delivery Address:

12101 84 AVENUE
SURREY BC V3W 3G4
CANADA

NO OFFICER INFORMATION FILED AS AT June 29, 2021.

This is Exhibit "VV" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202



BC Registry
Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For
K P DRYWALL LTD.

Date and Time of Search: November 27, 2023 10:53 AM Pacific Time
Currency Date: June 06, 2023

ACTIVE

Incorporation Number: BC1059785
Name of Company: K P DRYWALL LTD.
Business Number: 791227325 BC0001
Recognition Date and Time: Incorporated on December 28, 2015 11:26 AM Pacific Time
Last Annual Report Filed: December 28, 2020
In Liquidation: No
Receiver: No

REGISTERED OFFICE INFORMATION

Mailing Address:
13371 61A AVE
SURREY BC V3X 1L9
CANADA
Delivery Address:
13371 61A AVE
SURREY BC V3X 1L9
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
13371 61A AVE
SURREY BC V3X 1L9
CANADA
Delivery Address:
13371 61A AVE
SURREY BC V3X 1L9
CANADA

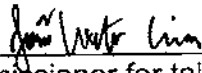
DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Mann, Komalpreet Singh

Mailing Address:
12091 84 AVE
SURREY BC V3W 3G4
CANADA
Delivery Address:
12091 84 AVE
SURREY BC V3W 3G4
CANADA

NO OFFICER INFORMATION FILED AS AT December 28, 2020.

This is Exhibit "WW" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202



**BC Registry
Services**

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For
1326 MANN FARM INC.

Date and Time of Search: November 27, 2023 08:54 AM Pacific Time
Currency Date: June 06, 2023

ACTIVE

Incorporation Number: BC1346953
Name of Company: 1326 MANN FARM INC.
Business Number: N/A
Recognition Date and Time: February 08, 2022 10:41 AM Pacific Time as a result of an Amalgamation **In Liquidation:** No
Last Annual Report Filed: Not Available **Receiver:** No

AMALGAMATING CORPORATION(S) INFORMATION

Name of Amalgamating Corporation	Incorporation Number in BC
1251773 B.C. LTD.	BC1251773
1326 MANN FARM INC.	BC1331357

REGISTERED OFFICE INFORMATION

Mailing Address: 12101 84TH AVENUE SURREY BC V3W 3G4 CANADA	Delivery Address: 12101 84TH AVENUE SURREY BC V3W 3G4 CANADA
---	--

RECORDS OFFICE INFORMATION

Mailing Address: 12101 84TH AVENUE SURREY BC V3W 3G4 CANADA	Delivery Address: 12101 84TH AVENUE SURREY BC V3W 3G4 CANADA
---	--

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:

Mann, Gurmeet Singh

Mailing Address:

12101 84 AVE
SURREY BC V3W 3G4
CANADA

Delivery Address:

12101 84 AVE
SURREY BC V3W 3G4
CANADA

Last Name, First Name, Middle Name:

Mann, Komalpreet Singh

Mailing Address:

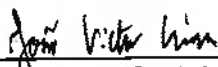
7986 134 STREET
SURREY BC V3W 4T6
CANADA

Delivery Address:

7986 134 STREET
SURREY BC V3W 4T6
CANADA

NO OFFICER INFORMATION FILED .

This is Exhibit "XX" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELLS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202



**BC Registry
Services**

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For
DYKE VALLEY BERRY FARMS LTD.

Date and Time of Search: November 27, 2023 10:00 AM Pacific Time
Currency Date: June 06, 2023

ACTIVE

Incorporation Number: BC1041355
Name of Company: DYKE VALLEY BERRY FARMS LTD.
Business Number: 815076369 BC0001
Recognition Date and Time: Incorporated on June 29, 2015 02:37 PM Pacific Time **In Liquidation:** No
Last Annual Report Filed: June 29, 2021 **Receiver:** No

REGISTERED OFFICE INFORMATION

Mailing Address:
8391 152A ST
SURREY BC V3S 8M8
CANADA

Delivery Address:
8391 152A ST
SURREY BC V3S 8M8
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
8391 152A ST
SURREY BC V3S 8M8
CANADA

Delivery Address:
8391 152A ST
SURREY BC V3S 8M8
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Mann, Gurmeet Singh

Mailing Address:
12101 84 AVE
SURREY BC V3W 3G4
CANADA

Delivery Address:
12101 84 AVE
SURREY BC V3W 3G4
CANADA

Last Name, First Name, Middle Name:

Mann, Komalpreet Singh

Mailing Address:

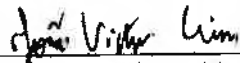
7986 134 STREET
SURREY BC V3W 4T6
CANADA

Delivery Address:

7986 134 STREET
SURREY BC V3W 4T6
CANADA

NO OFFICER INFORMATION FILED AS AT June 29, 2021.

This is Exhibit "YY" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202



**BC Registry
Services**

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For
1251773 B.C. LTD.

Date and Time of Search: November 27, 2023 10:40 AM Pacific Time
Currency Date: June 06, 2023

HISTORICAL - Amalgamated on February 08, 2022

Incorporation Number: BC1251773
Name of Company: 1251773 B.C. LTD.
Business Number: 732091335 BC0001
Recognition Date and Time: Incorporated on May 29, 2020 03:05 PM Pacific Time **In Liquidation:** No
Last Annual Report Filed: May 29, 2021 **Receiver:** No

AMALGAMATED INTO

Name of Amalgamated Company: 1326 MANN FARM INC.
Incorporation Number: BC1346953

REGISTERED OFFICE INFORMATION

Mailing Address:
8391 152A STREET
SURREY BC V3S 8M8
CANADA

Delivery Address:
8391 152A STREET
SURREY BC V3S 8M8
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
8391 152A STREET
SURREY BC V3S 8M8
CANADA

Delivery Address:
8391 152A STREET
SURREY BC V3S 8M8
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Mann, Gurmeet Singh

Mailing Address:
12101 84 AVE
SURREY BC V3W 3G4
CANADA

Delivery Address:
12101 84 AVE
SURREY BC V3W 3G4
CANADA

Last Name, First Name, Middle Name:

Mann, Komalpreet Singh

Mailing Address:

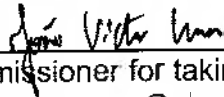
7986 134 STREET
SURREY BC V3W 4T6
CANADA

Delivery Address:

7986 134 STREET
SURREY BC V3W 4T6
CANADA

NO OFFICER INFORMATION FILED AS AT May 29, 2021.

This is Exhibit "ZZ" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

Confirmation Letter / Lettre de confirmation

Teranet Collateral Management Solutions Corporation / Teranet Solutions de gestion des garanties

Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8

Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

2023/11/27 09:58:43 AM PST

Dye & Durham Corporation
1100-25 York Street
Toronto, Ontario
M5J 2V5

Ref / Objet: 05594384

Tel/Tél: 1-416-964-2677

Fax/Télécopie: 1-416-923-1077

e-Mail/Courriel:

Acct#: 7129

Dear Sir / Madam

Monsieur / Madame

Re: **Bank Act Security - Section 427**

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (*voir ci-dessous).

REFERENCE

(2) A search has been made of the notices of intention to give security under the Bank Act registered in the province of British Columbia. As at the date and time above, our records indicate the following.

REFERENCE

(2) Nous avons examiné les préavis qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: Colombie-Britannique. À la date et à l'heure indiquées ci-dessus.

Your search for the company

13 MANN FARMS B.C. LTD.

returns the following results:

Votre recherche pour la société

13 MANN FARMS B.C. LTD.

révèle les résultats suivants:

Type	Registration Name Enregistrement au nom de	Address Adresse	Date	Number Numéro	Bank Banque
------	---	--------------------	------	------------------	----------------

(2) No matches were found / Aucune donnée correspondante au registre



For Registrar / Pour le Régistrare

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont
les montants s'établissent comme suit:

Type	Fee Tarif	GST/HST TPS/TVH	Qty Qté	TOTAL	Receipt No. Numéro du reçu
(2)	\$14.00	\$0.30	1	\$14.30	05594384 - R-R-SN-W
				\$14.30	

GST-HST / TPS-TVH #: 713 901 494 RT0001

Confirmation Letter / Lettre de confirmation**Teranet Collateral Management Solutions Corporation / Teranet Solutions de gestion des garanties**

Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8

Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la Loi sur les banques.

2023/11/27 08:54:50 AM PST

Dye & Durham Corporation
1100-25 York Street
Toronto, Ontario
M5J 2V5

Ref / Objet: 05594314

Tel/Tél: 1-416-964-2677
Fax/Télécopie: 1-416-923-1077
e-Mail/Courriel:

Acct#: 7129

Dear Sir / Madam

Monsieur / Madame

Re: **Bank Act Security - Section 427****Objet: Garanties données en vertu de la Loi sur les banques - article 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

REFERENCE

(2) A search has been made of the notices of intention to give security under the Bank Act registered in the province of British Columbia. As at the date and time above, our records indicate the following.

REFERENCE

(2) Nous avons examiné les préavis qui se rapportent aux garanties données en vertu de la Loi sur les banques et qui sont enregistrés pour la province de: Colombie-Britannique. À la date et à l'heure indiquées ci-dessus.

Your search for the company

1326 MANN FARM INC.

Votre recherche pour la société

1326 MANN FARM INC.

returns the following results:**révèle les résultats suivants:**

Type	Registration Name Enregistrement au nom de	Address Adresse	Date	Number Numéro	Bank Banque
(2)	No matches were found / Aucune donnée correspondante au registre				



For Registrar / Pour le Régistrare

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type	Fee Tarif	GST/HST TPS/TVH	Qty Qté	TOTAL	Receipt No. Numéro du reçu
(2)	\$14.00	\$0.30	1	\$14.30	05594314 - R-R-SN-W
				\$14.30	

GST-HST / TPS-TVH #: 713 901 494 RT0001

Confirmation Letter / Lettre de confirmation

Teranet Collateral Management Solutions Corporation / Teranet Solutions de gestion des garanties

Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8

Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

2023/11/27 09:59:03 AM PST

Dye & Durham Corporation
1100-25 York Street
Toronto, Ontario
M5J 2V5

Ref / Objet: 05594385

Tel/Tél: 1-416-964-2677
Fax/Télécopie: 1-416-923-1077
e-Mail/Courriel:

Acct#: 7129

Dear Sir / Madam

Monsieur / Madame

Re: **Bank Act Security - Section 427**

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

REFERENCE

(2) A search has been made of the notices of intention to give security under the Bank Act registered in the province of British Columbia. As at the date and time above, our records indicate the following.

REFERENCE

(2) Nous avons examiné les préavis qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: Colombie-Britannique. À la date et à l'heure indiquées ci-dessus.

Your search for the company

DYKE VALLEY BERRY FARMS LTD.

returns the following results:

Votre recherche pour la société

DYKE VALLEY BERRY FARMS LTD.

révèle les résultats suivants:

Type	Registration Name Enregistrement au nom de	Address Adresse	Date	Number Numéro	Bank Banque
------	---	--------------------	------	------------------	----------------

(2) No matches were found / Aucune donnée correspondante au registre



For Registrar / Pour le Régistrare

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type	Fee Tarif	GST/HST TPS/TVH	Qty Qté	TOTAL	Receipt No. Numéro du reçu
(2)	\$14.00	\$0.30	1	\$14.30	05594385 - R-R-SN-W
				\$14.30	

GST-HST / TPS-TVH #: 713 901 494 RT0001

Confirmation Letter / Lettre de confirmation

Teranet Collateral Management Solutions Corporation / Teranet Solutions de gestion des garanties

Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8

Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

2023/11/27 10:49:55 AM PST

Dye & Durham Corporation
1100-25 York Street
Toronto, Ontario
M5J 2V5

Ref / Objet: 05594472

Tel/Tél: 1-416-964-2677
Fax/Télécopie: 1-416-923-1077
e-Mail/Courriel:

Acct#: 7129

Dear Sir / Madam

Monsieur / Madame

Re: **Bank Act Security - Section 427**

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (*voir ci-dessous).

REFERENCE

(2) A search has been made of the notices of intention to give security under the Bank Act registered in the province of British Columbia. As at the date and time above, our records indicate the following.

REFERENCE

(2) Nous avons examiné les préavis qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: Colombie-Britannique. À la date et à l'heure indiquées ci-dessus.

Your search for the company

K P DRYWALL LTD.

returns the following results:

Votre recherche pour la société

K P DRYWALL LTD.

révèle les résultats suivants:

Type	Registration Name Enregistrement au nom de	Address Adresse	Date	Number Numéro	Bank Banque
------	---	--------------------	------	------------------	----------------

(2) No matches were found / Aucune donnée correspondante au registre

For Registrar / Pour le Régistrare

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont
les montants s'établissent comme suit:

Type	Fee Tarif	GST/HST TPS/TVH	Qty Qté	TOTAL	Receipt No. Numéro du reçu
(2)	\$14.00	\$0.30	1	\$14.30	05594472 - R-R-SN-W
				\$14.30	

GST-HST / TPS-TVH #: 713 901 494 RT0001

This is Exhibit "AAA" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202



Government
of Canada

Gouvernement
du Canada

**Bankruptcy and Insolvency Records Search (BIA) search results |
Résultats de la recherche dans le Registre des dossiers de faillite et d'insolvabilité (LFI)**

2023-11-27

Search Criteria | Critères de recherche :
Reference | Référence :

Name | Nom = 13 MANN FARMS B.C. LTD.

A search of the Office of the Superintendent of Bankruptcy records has revealed no information, for the period 1978 to 2023-11-23, based on the search criteria above-mentioned.

Une recherche dans le registre du Bureau du surintendant des faillites n'a révélé aucune information pour la période allant de 1978 à 2023-11-23, selon les critères de recherche susmentionnés.

Canada



Protecting the
integrity of the
insolvency system

Protéger l'intégrité
du système
d'insolvabilité



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du Canada

**Bankruptcy and Insolvency Records Search (BIA) search results |
Résultats de la recherche dans le Registre des dossiers de faillite et d'insolvabilité (LFI)**

2023-11-27

Search Criteria | Critères de recherche :
Reference | Référence :

Name | Nom = 1326 MANN FARM INC.

A search of the Office of the Superintendent of Bankruptcy records has revealed no information, for the period 1978 to 2023-11-23, based on the search criteria above-mentioned.

Une recherche dans le registre du Bureau du surintendant des faillites n'a révélé aucune information pour la période allant de 1978 à 2023-11-23, selon les critères de recherche susmentionnés.

Canada



Protecting the
Integrity of the
Insolvency System

Protéger l'intégrité
du système
d'insolvabilité



Government
of Canada

Gouvernement
du Canada

**Bankruptcy and Insolvency Records Search (BIA) search results |
Résultats de la recherche dans le Registre des dossiers de faillite et d'insolvabilité (LFI)**

2023-11-27

Search Criteria | Critères de recherche :
Reference | Référence :

Name | Nom = DYKE VALLEY BERRY FARMS LTD.

A search of the Office of the Superintendent of Bankruptcy records has revealed no information, for the period 1978 to 2023-11-23, based on the search criteria above-mentioned.

Une recherche dans le registre du Bureau du surintendant des faillites n'a révélé aucune information pour la période allant de 1978 à 2023-11-23, selon les critères de recherche susmentionnés.

Canada



Protecting the
Integrity of the
Insolvency System

Protéger l'intégrité
du système
d'insolvabilité



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of Canada

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du Canada

**Bankruptcy and Insolvency Records Search (BIA) search results |
Résultats de la recherche dans le Registre des dossiers de faillite et d'insolvabilité (LFI)**

2023-11-27

Search Criteria | Critères de recherche :
Reference | Référence :

Name | Nom = K P DRYWALL LTD.

A search of the Office of the Superintendent of Bankruptcy records has revealed no information, for the period 1978 to 2023-11-23, based on the search criteria above-mentioned.

Une recherche dans le registre du Bureau du surintendant des faillites n'a révélé aucune information pour la période allant de 1978 à 2023-11-23, selon les critères de recherche susmentionnés.

Canada



Protecting the
integrity of the
insolvency System

Protéger l'intégrité
du système
d'insolvabilité

This is Exhibit "BBB" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202



Government of Canada

Gouvernement du Canada

Search results - Bankruptcy and Insolvency Records Search

To see detailed information on any listing, click on the name of the business or individual below. Don't forget to print the information or save it to your desktop.

Search Criteria 13 MANN FARMS B.C. LTD. > Both

BIA (Bankruptcy and Insolvency Act) Records
CCAA (Companies' Creditors Arrangement Act) Records

Search

Matches found: 0

Search results

Name	CCAA File Number	Date of Proceeding	Monitor
No records found			



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du Canada

Search results - Bankruptcy and Insolvency Records Search

i To see detailed information on any listing, click on the name of the business or individual below. Don't forget to print the information or save it to your desktop.

Search Criteria 1326 MANN FARM INC. > Both

[BIA \(Bankruptcy and Insolvency Act\) Records](#)

[Search](#)

[CCAA \(Companies' Creditors Arrangement Act\) Records](#)

i **Matches found: 0**

Search results

Name	CCAA File Number	Date of Proceeding	Monitor
No records found			



Government of Canada

Gouvernement du Canada

Search results - Bankruptcy and Insolvency Records Search

To see detailed information on any listing, click on the name of the business or individual below. Don't forget to print the information or save it to your desktop.

Search Criteria DYKE VALLEY BERRY FARMS LTD. > Both

BIA (Bankruptcy and Insolvency Act) Records

Search

CCAA (Companies' Creditors Arrangement Act) Records

Matches found: 0

Search results

Name	CCAA File Number	Date of Proceeding	Monitor
No records found			



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of Canada

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du Canada

Search results - Bankruptcy and Insolvency Records Search

i To see detailed information on any listing, click on the name of the business or individual below. Don't forget to print the information or save it to your desktop.

Search Criteria K P DRYWALL LTD. > Both

[BIA \(Bankruptcy and Insolvency Act\) Records](#)

[Search](#)

[CCAA \(Companies' Creditors Arrangement Act\) Records](#)

i **Matches found: 0**

Search results

Name	CCAA File Number	Date of Proceeding	Monitor
------	------------------	--------------------	---------

No records found

This is Exhibit "CCC" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

**Employer Service Centre**

Mailing Address: PO Box 5350 Station Terminal, Vancouver BC V6B 5L5
P 604.244.6380 | 1.888.922.2768 | F 604.244.6390 | worksafebc.com

November 27, 2023

SAM ADKINS, ARASH AMOUZGAR, MICHELLE AUDET ET AL
BLAKE, CASSELS & GRAYDON LLP
ATTN: NANCY SARTENE
SUITE 3500 - THE STACK
1133 MELVILLE STREET
VANCOUVER BC V6E 4E5

Person/Business: 13 MANN FARMS B.C. LTD.

A review of our records indicates that the above-mentioned person/business is **not registered** with WorkSafeBC.

Provided this firm is not required to be registered under the compensation provisions of the *Workers Compensation Act*, WorkSafeBC would claim no right, title or interest to property or proceeds arising from the sale of property as outlined in Section 265 of the *Act*.

The Employer Service Centre team

Clearance Reference #: 587724
CLRB2 (R11/20)

**Employer Service Centre**

Mailing Address: PO Box 5350 Station Terminal, Vancouver BC V6B 5L5
P 604.244.6380 | 1.888.922.2768 | F 604.244.6390 | worksafebc.com

November 27, 2023

SAM ADKINS, ARASH AMOUZGAR, MICHELLE AUDET ET AL
BLAKE, CASSELS & GRAYDON LLP
ATTN: NANCY SARTENE
SUITE 3500 - THE STACK
1133 MELVILLE STREET
VANCOUVER BC V6E 4E5

Person/Business: 1326 MANN FARM INC.

A review of our records indicates that the above-mentioned person/business is **not registered** with WorkSafeBC.

Provided this firm is not required to be registered under the compensation provisions of the *Workers Compensation Act*, WorkSafeBC would claim no right, title or interest to property or proceeds arising from the sale of property as outlined in Section 265 of the *Act*.

The Employer Service Centre team

Clearance Reference #: 587722
CLRB2 (R11/20)

**Employer Service Centre**

Mailing Address: PO Box 5350 Station Terminal, Vancouver BC V6B 5L5
P 604.244.6380 | 1.888.922.2768 | F 604.244.6390 | worksafebc.com

November 27, 2023

SAM ADKINS, ARASH AMOUZGAR, MICHELLE AUDET ET AL
BLAKE, CASSELS & GRAYDON LLP
ATTN: NANCY SARTENE
SUITE 3500 - THE STACK
1133 MELVILLE STREET
VANCOUVER BC V6E 4E5

Person/Business: DYKE VALLEY BERRY FARMS LTD.

A review of our records indicates that the above-mentioned person/business is **not registered** with WorkSafeBC.

Provided this firm is not required to be registered under the compensation provisions of the *Workers Compensation Act*, WorkSafeBC would claim no right, title or interest to property or proceeds arising from the sale of property as outlined in Section 265 of the *Act*.

The Employer Service Centre team

Clearance Reference #: 587725
CLRB2 (R11/20)

**Employer Service Centre**

Mailing Address: PO Box 5350 Station Terminal, Vancouver BC V6B 5L5
P 604.244.6380 | 1.888.922.2768 | F 604.244.6390 | worksafebc.com

November 27, 2023

SAM ADKINS, ARASH AMOUZGAR, MICHELLE AUDET ET AL
BLAKE, CASSELS & GRAYDON LLP
ATTN: NANCY SARTENE
SUITE 3500 - THE STACK
1133 MELVILLE STREET
VANCOUVER BC V6E 4E5

Person/Business: K P DRYWALL LTD.

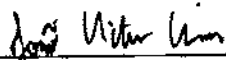
A review of our records indicates that the above-mentioned person/business is **not registered** with WorkSafeBC.

Provided this firm is not required to be registered under the compensation provisions of the *Workers Compensation Act*, WorkSafeBC would claim no right, title or interest to property or proceeds arising from the sale of property as outlined in Section 265 of the *Act*.

The Employer Service Centre team

Clearance Reference #: 587723
CLRB2 (R11/20)

This is Exhibit "DDD" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202



Prevention Support Services

Mailing address: PO Box 5350 Stn Terminal, Vancouver BC V6B 5L5
Phone 604.276.3231 | 1.844.676.3231 | Fax 604.276.3292 | worksafebc.com

November 28, 2023

Blake, Cassels & Graydon LLP
Barristers and Solicitors
3500 - 1133 Melville Street
Vancouver, BC V6E 4E5

Sent to	catherine.chan@blakes.com
Original to follow	No

Attention: Catherine Chan

Dear Ms. Chan,

Subject: Your file number 30237-388

I am writing in response to your letter requesting information about **13 MANN FARMS B.C. LTD.** As of the date of this letter, this firm is not registered with WorkSafeBC.

This is the information in our prevention records database as of November 28, 2023. We cannot guarantee its accuracy or completeness, nor do we assume liability arising from any reliance on, or use of, this information by you or any other person.

If you would like information regarding WorkSafeBC coverage, please phone our Employer Service Centre at 604.244.6181 or toll-free at 1.888.922.2768, or fax at 604.244.6490 or toll-free at 1.888.992.6622.

While we do not inspect worksites for the purpose of providing information for prospective purchases, once the firm has been purchased by your client, our staff in our Prevention Services division are available to assist with or consult on health and safety matters.

If you have any other questions, please contact our Prevention Support Services team at 604.276.3231, or toll-free at 1.844.676.3231.

Sincerely,

Erin Lee
Manager, Prevention Support Services
Prevention Services

EL/vcl


Prevention Support Services

 Mailing address: PO Box 5350 Stn Terminal, Vancouver BC V6B 5L5
 Phone 604.276.3231 | 1.844.676.3231 | Fax 604.276.3292 | worksafebc.com

November 28, 2023

 Blake, Cassels & Graydon LLP
 Barristers and Solicitors
 3500 - 1133 Melville Street
 Vancouver, BC V6E 4E5

Sent to	catherine.chan@blakes.com
Original to follow	No

Attention: Catherine Chan

Dear Ms. Chan,

Subject: Your file number 30237-388

 I am writing in response to your letter requesting information about **1326 MANN FARM INC.** As of the date of this letter, this firm is not registered with WorkSafeBC.

This is the information in our prevention records database as of November 28, 2023. We cannot guarantee its accuracy or completeness, nor do we assume liability arising from any reliance on, or use of, this information by you or any other person.

If you would like information regarding WorkSafeBC coverage, please phone our Employer Service Centre at 604.244.6181 or toll-free at 1.888.922.2768, or fax at 604.244.6490 or toll-free at 1.888.992.6622.

While we do not inspect worksites for the purpose of providing information for prospective purchases, once the firm has been purchased by your client, our staff in our Prevention Services division are available to assist with or consult on health and safety matters.

If you have any other questions, please contact our Prevention Support Services team at 604.276.3231, or toll-free at 1.844.676.3231.

Sincerely,

 Erin Lee
 Manager, Prevention Support Services
 Prevention Services

EL/vcl



November 28, 2023

Blake, Cassels & Graydon LLP
Barristers and Solicitors
3500 - 1133 Melville Street
Vancouver, BC V6E 4E5

Sent to	catherine.chan@blakes.com
Original to follow	No

Attention: Catherine Chan

Dear Ms. Chan,

Subject: Your file number 30237-388

I am writing in response to your letter requesting information about the prevention records of **K P DRYWALL LTD. - Employer ID 972301** from November 29, 2018, to November 28, 2023. As of today, this firm:

- Is actively registered with WorkSafeBC
- Has no Inspection Reports
- Has no imposed Administrative Penalties
- Has no Administrative Warning Letters
- Has no variances under Part 2 Division 9 of the Workers Compensation Act
- Has no noncompliance orders

This is the information in our prevention records database as of November 27, 2023. We cannot guarantee its accuracy or completeness, nor do we assume liability arising from any reliance on, or use of, this information by you or any other person.

Please note that this letter is intended to provide historical information about this firm and is not intended as a comment on the safety of the firm's occupational health and safety work practices.

While we do not inspect worksites for the purpose of providing information for prospective purchases, once the firm has been purchased by your client, our staff in our Prevention Services division are available to assist with or consult on health and safety matters.

If you would like information on the payment status of this firm's assessment account, please phone our Clearance team at 604.244.6380 or toll-free at 1.888.922.2768, or fax at 604.244.6390.

If you have any other questions, please contact our Prevention Support Services team at 604.276.3231, or toll-free at 1.844.676.3231.

Sincerely,

Erin Lee
Manager, Prevention Support Services
Prevention Services

EL/vcl



Prevention Support Services

Mailing address: PO Box 5350 Stn Terminal, Vancouver BC V6B 5L5
Phone 604.276.3231 | 1.844.676.3231 | Fax 604.276.3292 | worksafebc.com

November 28, 2023

Blake, Cassels & Graydon LLP
Barristers and Solicitors
3500 - 1133 Melville Street
Vancouver, BC V6E 4E5

Sent to	catherine.chan@blakes.com
Original to follow	No

Attention: Catherine Chan

Dear Ms. Chan,

Subject: Your file number 30237-388

I am writing in response to your letter requesting information about the prevention records of **DYKE VALLEY BERRY FARMS LTD. - Employer ID 200044345** from November 29, 2018, to November 28, 2023. As of today, this firm:

- Is actively registered with WorkSafeBC
- Has no Inspection Reports
- Has no imposed Administrative Penalties
- Has no Administrative Warning Letters
- Has no variances under Part 2 Division 9 of the Workers Compensation Act
- Has no noncompliance orders

This is the information in our prevention records database as of November 27, 2023. We cannot guarantee its accuracy or completeness, nor do we assume liability arising from any reliance on, or use of, this information by you or any other person.

Please note that this letter is intended to provide historical information about this firm and is not intended as a comment on the safety of the firm's occupational health and safety work practices.

While we do not inspect worksites for the purpose of providing information for prospective purchases, once the firm has been purchased by your client, our staff in our Prevention Services division are available to assist with or consult on health and safety matters.

If you would like information on the payment status of this firm's assessment account, please phone our Clearance team at 604.244.6380 or toll-free at 1.888.922.2768, or fax at 604.244.6390.

If you have any other questions, please contact our Prevention Support Services team at 604.276.3231, or toll-free at 1.844.676.3231.

Sincerely,

Erin Lee
Manager, Prevention Support Services
Prevention Services

EL/vcl

This is Exhibit "EEE" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.

João Victor Lima

A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

SCHEDULE A

Offer of Financing of National Bank of Canada

Conditions governing the financing products

Disbursement and repayment conditions

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

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

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

Demand financing products

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Term financing products

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

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

The product remains subject to the other conditions then applicable.

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

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

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

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

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

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

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

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

Repayment before the end of the term

Floating-rate disbursements. The Borrower may repay the amounts disbursed if the repayment is made from the Borrower's excess generated funds or through a capital stock issue. If the repayment comes from other sources, the Bank will apply a penalty of three months' interest on the repaid

principal and withhold this penalty from the Borrower's repayment.

- Partial repayments will be applied to the final payment of principal or interest or any other amount owed by the Borrower, at the Bank's discretion.
- Fixed-rate disbursements.** The Borrower cannot repay, without the Bank's consent, all or part of the amounts disbursed before the end of the term.

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

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

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

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

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

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

Banker's acceptances

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

1. The Borrower must send a written notice of at least two business days to the Bank, in accordance with the prescribed form;
2. As a part of a demand financing product or a term revolving credit, the issue, renewal or conversion must be for an aggregate minimum amount of \$2,000,000.00, and for a demand financing product only, in multiples of \$100,000.00 for any sum in excess thereof;

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

The approval of any request to issue, convert or renew a banker's acceptance is subject to the Bank's discretion.

Representations and warranties

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

- Legal existence.** It is duly constituted and organized, validly existing and operating in accordance with the laws applicable to it.
- Power and capacity.** It has the required power and capacity to execute this offer and the security documents, and perform its obligations under these documents.
- Compliance with obligations.** It complies with its contractual obligation towards the Bank and any other party.
- Commercial activities.** The Borrower contracts the financing covered by this offer for its commercial activities.
- Financial Information.** The balance sheet, the most recent financial statements and other financial information submitted to the Bank are true, accurate and complete, and fairly represent the current financial situation of the Borrower. They are prepared based on generally accepted accounting principles established by the Accounting Standards Board.

- Ownership of property.** It has good and marketable title to all its property, which is free and clear of any prior claims, security or other similar encumbrances, except for those already granted in favour of a third party.
- Litigation.** It is not involved in any dispute or legal proceedings which could have a material impact on its financial position or on its capacity to operate its company.
- Taxes and duties.** It has paid (or will pay at expiry) all the taxes and duties that it is bound to pay or that are imposed on its property, without subrogation or payment agreement.

Covenants

The Borrower and any guarantor undertake to:

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

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

- Events of default.** Notify the Bank, without delay, of any event of default or any other event which, following notice or the expiry of a time period, may constitute an event of default.
- Survival of representations and warranties.** Ensure that each representation and warranty set out in this document remain true and accurate at all times.

The Borrower and any guarantor undertake to obtain the consent of the Bank before they:

- **Distributions and loans.** Grant advances or any type of distribution to its officers, directors, shareholders, partners, members or related parties.
- **Guarantees.** Grant financial assistance, make an investment or provide a guarantee to a third party other than a subsidiary.
- **Nature of business.** Modify the nature of its operations or its company.
- **Change to project.** Significantly modify a project financed by the Bank.
- **Merger.** Amalgamate with any other company or continue its existence in another jurisdiction.
- **Disposal of property and change of control.** Sell a substantial portion of its property, allow any change in the share ownership, ownership or capital structure of the Borrower.
- **Restrictions on assignment.** Assign its rights hereunder, or hypothecate, encumber or otherwise give as security any of its movable or immovable property.

Default

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

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

Remedies

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

1. Terminate any financing product, declare liquid and payable all the Borrower's monetary obligations not yet due at that time and claim immediate payment of all amounts owing without further notice or demand;
2. Withhold any amount collected or received, including the balance of any proceeds from the realization on the security

and apply it to any portion of the Borrower's indebtedness to the Bank;

3. Rights and remedies conferred by law and the documents related to this offer.

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

Interest

Calculation.

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

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

Subordination

Any subordinated creditor acknowledges and agrees that:

- **Effects of subordination.** The payment of subordinated debt will only become due and payable and will be made only after the payment of any and all obligations of the Borrower to the Bank. These obligations are all of the Borrower's obligations to the Bank, direct and indirect, present and future, of any nature whatsoever and whether they are due by the Borrower alone or with others, as the main obligor, guarantor or in any other capacity, under this offer or any other offer of financing or agreement concluded between the Borrower and the Bank.
- **Delivery of sums collected.** Should they receive sums in payment of subordinated debt (in addition to the amount set out in the Subordination section (signatory of the offer letter), as applicable), they will hold such sums as the depository and trustee for the Bank, and will deliver them to the Bank without delay.
They undertake to give instructions to any person making the payment in respect of the subordinated debt (to which they may be entitled in the absence of subordination) to make such payment directly to the Bank. Such payment could be made by the Borrower, a trustee in bankruptcy or further to the proposal of the Borrower, a liquidator, a person carrying out a forced disposal of the assets of the Borrower or any other person.
- **Scope of the commitment.** The subordination will be valid even if the Borrower did not have a legal personality or legal capacity. It will remain in force notwithstanding any change in the capital structure or constitution of the Borrower (e.g., merger, bankruptcy, insolvency and winding-up). The subordinated creditor waives the right to invoke any grounds for nullity of the Borrower's obligations, including any irregularity, defect or formal deficiency.
- **Rights of the Bank.** The Bank will, at its discretion, hold any sum received due to the subordination securing the obligations of the Borrower to the Bank (expired or not) or apply any such sum to the payment of such obligations.

Miscellaneous provisions

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

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

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

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

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

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

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

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

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

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

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

Scope. This offer:

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

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

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

1. Use the necessary information it holds or could hold about them for the purposes of granting credit and insurance products (where permitted by law) or for the purposes of the guarantee;

2. Disclose this information to its affiliates and subsidiaries for this same purpose;
3. Obtain personal information pertaining to them from any party likely to have such information (financial intermediaries, depositaries, credit-reporting agencies, financial institutions, creditors, employers, professionals, tax authorities, public entities, persons with whom they have business relations, and Bank affiliates and subsidiaries) in order to verify the accuracy of all information provided to the Bank from time to time and to ensure the solvency of the Borrower, any guarantor, and their respective representative.

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

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

Definitions

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

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

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

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

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

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

"Borrowing base" maximum amount of credit facilities that the Bank will lend to the Borrower at a given point in time based on the value of the property of the Borrower, as set out in the offer of financing.

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

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

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

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

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

Financial ratios

The financial ratios set out herein are defined as follows.

Working capital ratio:

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

Current liabilities

Working capital:

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

Fixed charge coverage ratio:

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

Interest charges + principal payments made during the given fiscal year

Debt service coverage ratio:

EBITDA (excluding extraordinary items)

Interest charges + principal payments made during the given fiscal year

Debt service coverage ratio (Real estate):

Net operating income

Interest charges + principal payments made during the given fiscal year

Ratio of interest-bearing to EBITDA:

Total of interest-bearing debts

EBITDA (excluding extraordinary items)

Debt / Equity ratio (Leverage ratio)

Total liabilities – future long-term income taxes (if applicable) – subordinated debt (if applicable)

Equity ratio

OR

Net worth (specifically for a sole proprietorship)

"Net worth": Total assets – total liabilities.

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

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

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

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

"Equity ratio"

For corporations:

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

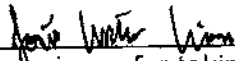
Corporations without share capital:

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

For cooperatives or not-for-profit corporations:

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

This is Exhibit "FFF" referred to in Affidavit #1 of Jennifer Alambre made before me at Vancouver, British Columbia on December 4, 2023.



A Commissioner for taking Affidavits for British
Columbia

JOÃO VICTOR LIMA
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-5202

1326 Mann Farm Inc.
Financial Information
December 31, 2022

1326 Mann Farm Inc.
December 31, 2022

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**N.S. Kehal Inc.**CHARTERED PROFESSIONAL
ACCOUNTANTS**Compilation engagement report**

To Management of 1326 Mann Farm Inc.

On the basis of information provided by management, I have compiled the balance sheet of 1326 Mann Farm Inc. as at December 31, 2022, and the statements of income and retained earnings for the year then ended, and Note 1, which describes the basis of accounting applied in the preparation of the compiled financial information.

Management is responsible for the accompanying financial information, including the accuracy and completeness of the underlying information used to compile it and the selection of the basis of accounting.

I performed this engagement in accordance with Canadian Standard on Related Services (CSRS) 4200, *Compilation Engagements*, which requires me to comply with relevant ethical requirements. My responsibility is to assist management in the preparation of the financial information.

I did not perform an audit engagement or a review engagement, nor was I required to perform procedures to verify the accuracy or completeness of the information provided by management. Accordingly, I do not express an audit opinion or a review conclusion, or provide any form of assurance on the financial information.

Readers are cautioned that the financial information may not be appropriate for their purposes.

Surrey, BC

September 6, 2023

A handwritten signature in blue ink, appearing to read 'N.S. Kehal', is written over a horizontal line.

N.S. Kehal Inc. (printed or signed)
Chartered Professional Accountant(s)

1326 Mann Farm Inc.
Balance Sheet
As at December 31, 2022

	Note	2022 \$
Assets		
Current assets		
Cash and cash equivalents		172,076
Accounts and other receivables		573,631
Total current assets		745,707
Long-term assets		
Due from related parties		90,000
Property, plant and equipment	2	16,500,000
Total long-term assets		16,590,000
Total assets		17,335,707
Liabilities and Equity		
Liabilities		
Current liabilities		
Accounts payable and accrued liabilities		21,032
Income taxes payable		14,190
Total current liabilities		35,222
Long-term liabilities		
Long-term debt		13,858,638
Due to shareholders and directors		3,326,936
Total long-term liabilities		17,185,574
Total liabilities		17,220,796
Equity		
Common shares		100
Retained earnings - Ending		114,811
Total equity		114,911
Total liabilities and equity		17,335,707

Approved on behalf of the Board of Directors,

_____ Director

_____ Director

1326 Mann Farm Inc.
Income Statement
For the year ended December 31, 2022

	Note	2022 \$
Revenue		800,000
Operating expenses		
Farming expenses		
Crop expenses		
Fertilizers and lime		54,896
Machinery expenses		
Machinery fuel		4,915
General farm expenses		
Building repairs and maintenance		965
Custom or contract work		56,269
Electricity		9,570
Other insurance premiums		9,040
Interest and bank charges		480,637
Office expenses		13
Professional fees		8,803
Salaries and wages other than for spouse or dependants		45,833
Total general farm expenses		611,130
Total farming expenses		670,941
Non-farming expenses		58
Total operating expenses		670,999
Income from operations		129,001
Income from continuing operations before income taxes		129,001
Income taxes		14,190
Income (loss) from continuing operations		114,811
Net income (loss)		114,811

1326 Mann Farm Inc.
Statement of Retained Earnings
For the year ended December 31, 2022

	Note	2022
		\$
Retained earnings - Beginning		-
Net income		114,811
Retained earnings, end of year		114,811

1326 Mann Farm Inc.
Notes to the Financial Statements
For the year ended December 31, 2022

1. Summary of accounting policies

a. Basis of Accounting

i. Accrual basis of accounting

These financial statements have been prepared on the accrual basis of accounting. Revenue and expenses are reflected in the accounts in the year December 31, 2022 in which they have been earned or incurred, whether or not such transactions have been settled by the receipt or payment of cash. Assets and liabilities are recorded at their original cost, less provision for amortization or other devaluations.

2. Property, plant and equipment

a. Property, plant and equipment details

Property, plant and equipment consist of the following:

	2022
	\$
Property, plant and equipment	
Property, plant and equipment - Cost	16,500,000

K P Drywall Ltd.
Financial Information
December 31, 2022

K P Drywall Ltd.
December 31, 2022

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**N.S.Kehal Inc.**CHARTERED PROFESSIONAL
ACCOUNTANTS**Compilation engagement report**

To Management of K P Drywall Ltd.

On the basis of information provided by management, I have compiled the balance sheet of K P Drywall Ltd. as at December 31, 2022, and the statements of income and retained earnings for the year then ended, and Note 1, which describes the basis of accounting applied in the preparation of the compiled financial information.

Management is responsible for the accompanying financial information, including the accuracy and completeness of the underlying information used to compile it and the selection of the basis of accounting.

I performed this engagement in accordance with Canadian Standard on Related Services (CSRS) 4200, *Compilation Engagements*, which requires me to comply with relevant ethical requirements. My responsibility is to assist management in the preparation of the financial information.

I did not perform an audit engagement or a review engagement, nor was I required to perform procedures to verify the accuracy or completeness of the information provided by management. Accordingly, I do not express an audit opinion or a review conclusion, or provide any form of assurance on the financial information.

Readers are cautioned that the financial information may not be appropriate for their purposes.

Surrey, BC

June 19, 2023

A handwritten signature in blue ink, appearing to read "N.S. Kehal", written over a horizontal line.

N.S. Kehal Inc.

Chartered Professional Accountant

K P Drywall Ltd.
Balance Sheet
As at December 31, 2022

	Note	2022 \$	2021 \$
Assets			
Current assets			
Cash and cash equivalents		176,333	364,427
Accounts and other receivables		88,629	23,590
Total current assets		264,962	388,017
Long-term assets			
Due from related parties		945,010	773,010
Property, plant and equipment	2	52,173	52,173
Total long-term assets		997,183	825,183
Total assets		1,262,145	1,213,200
Liabilities and Equity			
Liabilities			
Current liabilities			
Credit card loans		8,712	539
Accounts payable and accrued liabilities		44,508	67,913
Income taxes payable		15,183	11,939
Total current liabilities		68,403	80,391
Long-term liabilities			
Long-term debt		87,890	102,091
Due to shareholders and directors		115,408	26
Total long-term liabilities		203,298	102,117
Total liabilities		271,701	182,508
Equity			
Common shares		100	100
Retained earnings - Ending		990,344	1,030,592
Total equity		990,444	1,030,692
Total liabilities and equity		1,262,145	1,213,200

Approved on behalf of the Board of Director,

_____ Director

K P Drywall Ltd.
Income Statement
For the year ended December 31, 2022

	Note	2022 \$	2021 \$
Revenue		930,249	1,038,442
Cost of sales		399,081	187,745
Gross profit		531,168	850,697
Operating expenses			
Advertising and promotion		168	113
Amortization of tangible assets		-	14,910
Insurance		12,471	14,297
Interest and bank charges		1,115	1,126
Business taxes, licenses, and memberships		336	263
Office expenses		1,752	11,631
Professional fees		9,365	18,991
Rental		958	-
Repairs and maintenance		6,536	12,411
Salaries and wages		419,261	451,647
Supplies		3,893	2,543
Travel expenses		2,741	1,349
Utilities		4,903	5,107
Vehicle expenses		37,012	25,226
Meals and entertainment		2,662	1,448
Total operating expenses		503,173	561,062
Income from operations		27,995	289,635
Income from continuing operations before income taxes		27,995	289,635
Income taxes		3,244	31,939
Income (loss) from continuing operations		24,751	257,696
Net income (loss)		24,751	257,696

K P Drywall Ltd.
Statement of Retained Earnings
For the year ended December 31, 2022

	Note	2022	2021
		\$	\$
Retained earnings - Beginning		1,030,593	837,896
Net income		24,751	257,696
Dividends		(65,000)	(65,000)
Retained earnings, end of year		990,344	1,030,592

K P Drywall Ltd.
Notes to the Financial Statements
For the year ended December 31, 2022

1. Summary of accounting policies

a. Basis of Accounting

i. Accrual basis of accounting

These financial statements have been prepared on the accrual basis of accounting. Revenue and expenses are reflected in the accounts in the year December 31, 2022 in which they have been earned or incurred, whether or not such transactions have been settled by the receipt or payment of cash. Assets and liabilities are recorded at their original cost, less provision for amortization or other devaluations.

2. Property, plant and equipment

a. Property, plant and equipment details

Property, plant and equipment consist of the following:

	2022	2021
	\$	\$
Property, plant and equipment		
Property, plant and equipment - Cost	84,063	84,063
Accumulated amortization of property, plant and equipment	(31,890)	(31,890)
Total property, plant and equipment	52,173	52,173