

COURT FILE NUMBER 2101-00811

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFFS CANTECH OILFIELD EQUIPMENT LTD., CELINA CAI XING LUO, HUI YANG XU, CHRISTINE YIN HUI, FANG YANG, KING CHI HUNG, CHUNG YIN SIU, BAO JING MA, SING LIM YEO, YEE KEN YEO, HON HING CHOI CHAN, JOY LING CHAN, QIN LU, DAOJING FINANCIAL CONSULTING LTD., MAGGIE TING HON, ROYAL GREENLAND COMMUNITY LTD., KA FAI PUI, NYUK JIN HUI, KAI WAH HUI, and BENJAMIN JOSHUA HUI

DEFENDANTS ROXDALE GARDENS LTD., ROHIT SETHI also known as ROY SETHI, ROHIT SETHI by and through his trustee MELANIE J. LEIGH, YUVRAJ VERMA, YUVRAJ VERMA by and through his trustee MELANIE J. LEIGH, VIKAS KWATRA, and VIKAS KWATRA by and through his trustee MELANIE J. LEIGH

DOCUMENT **AFFIDAVIT**



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

**Fasken Martineau DuMoulin LLP**  
Barristers and Solicitors  
3400 First Canadian Centre  
350 – 7<sup>th</sup> Avenue SW  
Calgary, Alberta T2P 3N9

**Lawyer: Darren Reed/Jo Colledge-Miller**  
Phone Number: 403-261-6152/403-261-5356  
Email: [dreed@fasken.com](mailto:dreed@fasken.com)/  
[jcolledgemiller@fasken.com](mailto:jcolledgemiller@fasken.com)  
File Number: 325601.00001

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**AFFIDAVIT OF KING CHI HUNG**

**Affirmed on April 26, 2021**

I, King Chi Hung, of the city of Richmond, in the province of British Columbia, AFFIRM AND SAY THAT:

1. I am a Plaintiff in this action, as such I have knowledge of the facts and matters stated herein, except where stated to be based upon information and belief, in which case I believe that information to be true.
2. I have reviewed the Affidavit of Guoqiang (George) Hu, sworn April 26, 2021 (the "**George Hu Affidavit**"). I adopt and repeat the evidence and defined terms contained in the George Hu Affidavit at paragraphs 3-35, 42, 43, 45-47, 53, 55, 57, 58, 61-64, 66-77, 79-84, 87, 88 and 90-93.
3. Capitalized terms not otherwise defined herein have the same meaning used in the George Hu Affidavit.

*Investment in Roxdale*

4. I am an independent realtor at Royal Pacific Realty in Vancouver, British Columbia. I understand that the Former Directors asked the Royal Pacific Realty marketing team for assistance in finding potential investors to invest in Roxdale. I became aware of the Project through my involvement with Royal Pacific Realty.
5. The Project was presented to me by the Defendant, Mr. Verma, one of the Former Directors, as well as other employees of Roxdale, as a lucrative residential real estate investment opportunity.
6. I received a package of materials related to the Project and was shown a PowerPoint presentation on the Project on September 16, 2019 at Royal Pacific Realty's office in Vancouver to persuade me to invest in the Project. Attached as **Exhibit "A"** is a copy of this PowerPoint presentation.



7. Roxdale made numerous express or implied representations in the Promotional Materials and otherwise, including that:
  - (a) I would be paid annual dividends;
  - (b) A percentage of the funds the Preferred Shareholders and I invested would be sequestered in a trust account with counsel for the corporation (the "**Escrow Funds**");
  - (c) The Escrow Funds would be solely used to pay dividends to the Preferred Shareholders;
  - (d) My investment would be returned after three years;
  - (e) The investment by the subscribers of preferred shares of Roxdale be used to develop the Lands;
  - (f) The investment by the subscribers of preferred shares of would be sufficient to develop the Lands; and,
  - (g) My investment would be collateralized by the caveat registered against the Lands.
8. In reliance upon the above-noted representations by the Former Directors, I purchased 12 Class C preferred shares of Roxdale on December 13, 2019.
9. I invested \$120,000 into Roxdale.
10. Upon subscribing for shares of Roxdale, I executed the terms and conditions for Class C Preferred Shares of Roxdale (the "**Subscription Agreement**") which provided, among other terms, that:
  - (a) Class C Preferred Shares and Class D Preferred Shares would carry no voting rights;
  - (b) Class C preferred shares were expected to receive dividends of half of the net profits received by the Corporation from the Development, being comprised of the revenue generated from the Development, less any applicable administrative,



operating and tax expenses incurred in connection with operating the Development (including, without limitation, all income and property taxes, management fees, accounting costs, legal fees, etc.)

- (c) An amount equal to the total expected dividends to be paid to preferred shareholders would be held in an escrow account with counsel for Roxdale and be used solely towards paying dividends on the preferred shares;
  - (d) Roxdale would use funds raised through the sale of preferred shares for any purpose deemed to be in the interest of Roxdale at the sole discretion of the Former Directors, including, without limitation, developing the Lands; and,
  - (e) All preferred shares shall be redeemed on or about August 1, 2022.
11. Attached hereto and marked as **Exhibit "B"** is a copy of the Subscription Agreement I executed on September 30, 2019, including an addendum which specified that Roxdale would register a caveat against the Lands pursuant to the beneficial interest of the preferred shareholders of Roxdale (the "**Caveat Addendum**"), which I understood included me.
  12. In addition to the Caveat Addendum, my Subscription Agreement also included a second addendum which provided that the corporation would advance dividends of \$18,000.00 per year for three (3) years to me (the "**Dividend Guarantee Addendum**"). A copy of the Dividend Guarantee Addendum is included as part of Exhibit "B".
  13. The Dividend Guarantee Addendum was offered to me as part of the package of materials I received from Roxdale and I signed it at the same time that I executed the Subscription Agreement and the Caveat Addendum. I have never received a copy of these documents that Roxdale signed.
  14. In addition to the representations listed at paragraph 6 above, I invested in Roxdale because Roxdale and the Former Directors represented to me that I was guaranteed to receive at least \$54,000.00 in dividends over three years.



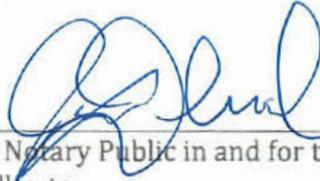


THIS IS EXHIBIT "A"

Referred to in the Affidavit of

**King Chi Hung** sworn before me this 26

day of April 2021



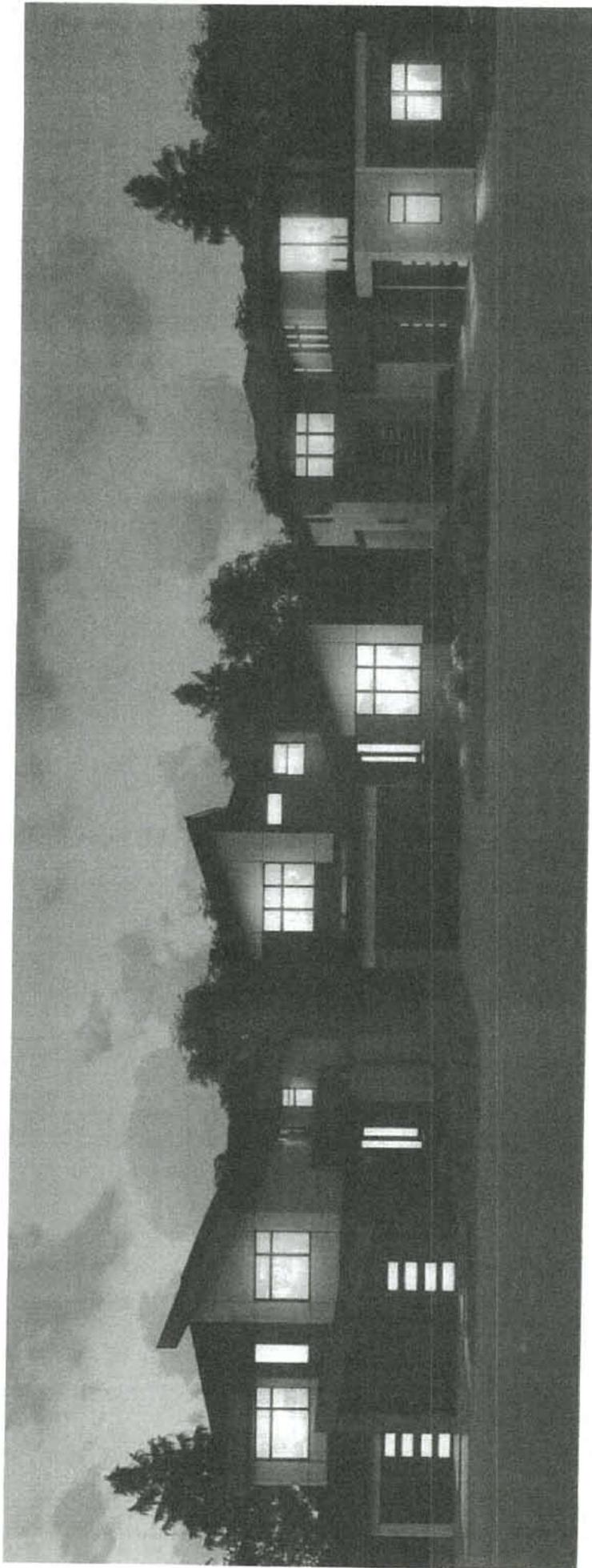
A Notary Public in and for the Province of  
Alberta

Being a Solicitor

My appointment expires:

**Jasmin Dhaliwal**  
Barrister & Solicitor  
3400, 350 – 7th Avenue SW  
Calgary, Alberta T2P 3N9  
Ph: 403-261-6149





# ROXDALE

GARDENS

 **CANCORR**  
CORPORATION

*ky*

## THE TEAM



**Yuvraj Verma, Co-Founder**

- For past 13 years, Yuvraj has been focused on educating investors and families about the exciting opportunities available in the Alberta market, specifically in the Edmonton International Corridor.
- He recognizes that success is built on profitability and growth and works with our clients to ensure that these opportunities are found.



**Vikaas K Kwatra, Co-Founder**

- Over 13 years of progressive, professional management experience in real estate and custom home building
- Involved in the planning and development of over 6 million square feet of commercial and residential properties.

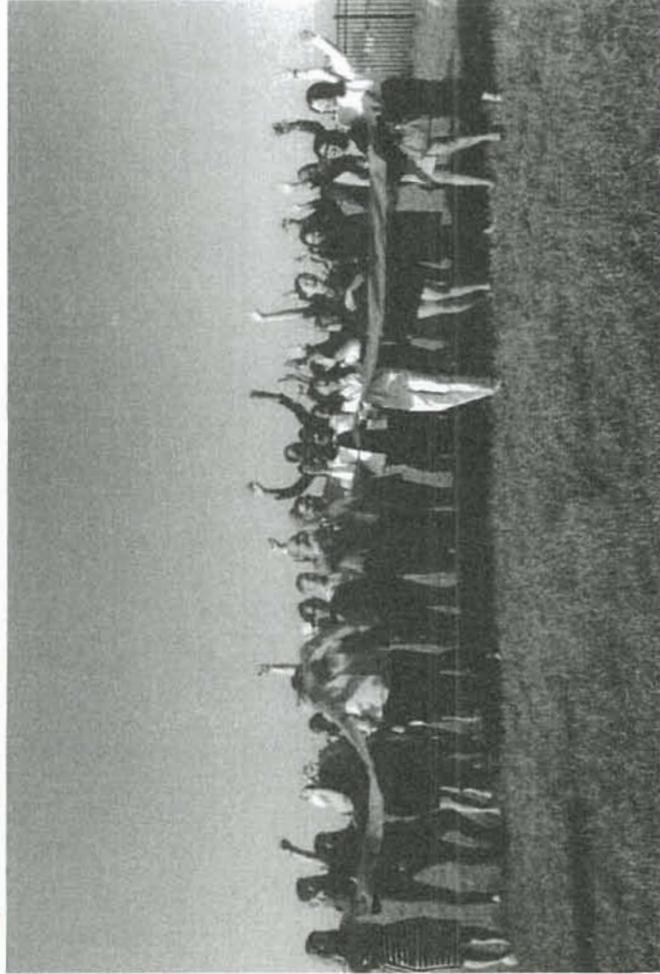


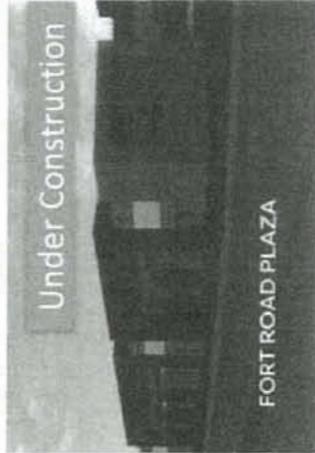
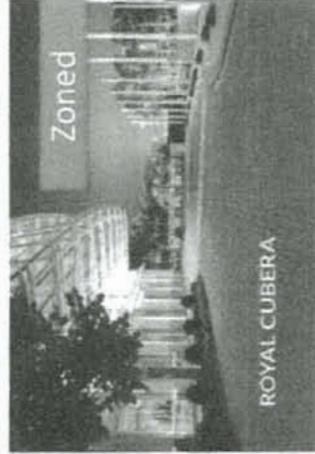
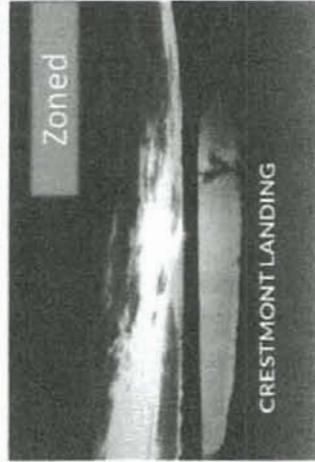
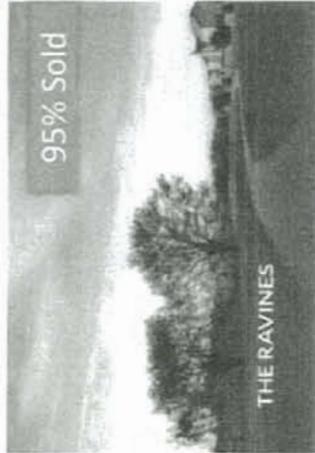
**Rohit Sethi, Co-Founder**

- Throughout his career in real estate as a land developer, he has been known for making strong connections between places and people.
- Mentors a robust team of professionals in all aspects of planning, engineering, and execution of several major residential and commercial land development projects.

## What Makes Us Different

- CancomR Corporation was founded in 2006
- The belief that everyone should have Real Estate as a piece of their portfolio.
- A desire to make Real Estate approachable to investors and families alike.
- The ability to see gaps in the market that other developers will not address.
- Research and team are a part of our mandate.





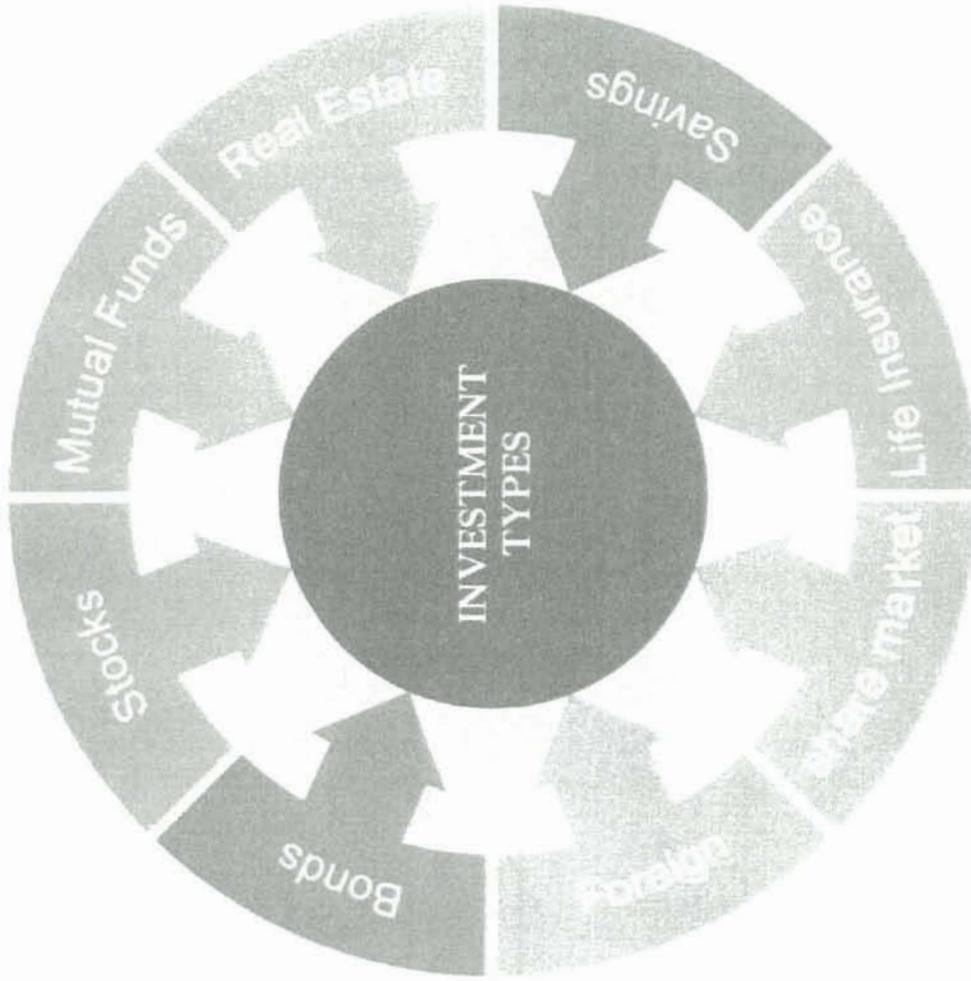
- Residential Development
- Commercial/ Retail Development
- Industrial Development
- Land Assembly

## PAST PROJECT SUCCESSES



## TYPES OF INVESTMENT

- The Stock Market
- Mutual Funds
- Crypto and foreign exchange offers a higher risk / high reward portfolio item
- Bonds offer around a 1.5% annual return
- Ability to put money into your own business.
- Real estate helps to round out any portfolio.



## TYPES OF REAL ESTATE INVESTMENT



Residential, commercial/retail & industrial properties purchased for the purposes of producing income.



Buy land and hold for 10+ years. Prepare for land assembly and development of the land.



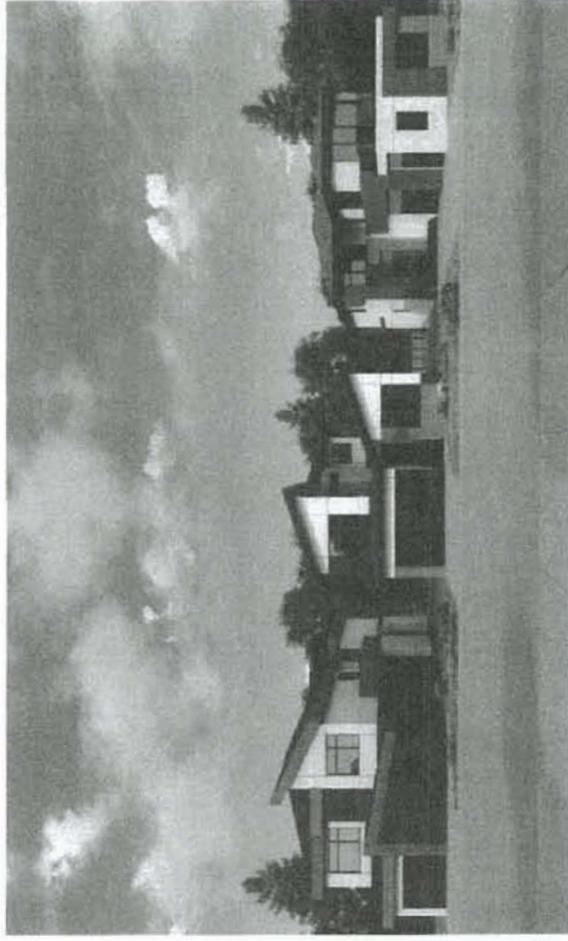
Residential, commercial/retail & industrial developments designed for creating capital growth.

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## GAPS IN THE MARKET

### WHY INTEREST IN RESIDENTIAL LOTS IS SO HIGH?

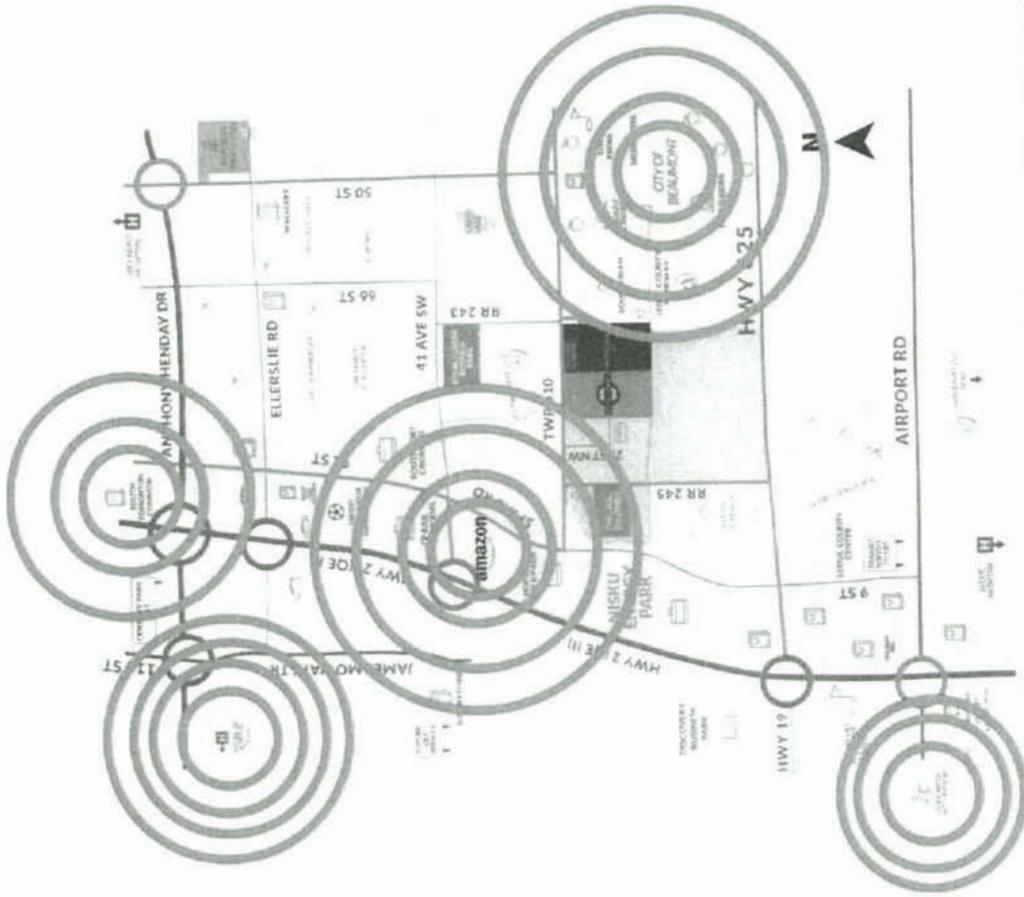
- Hard to find lots directly from the developer.
- Population growth and single families have put lots in high demand.
- Freedom to choose your own builder.
- Large lots are becoming extinct with recent urban sprawl initiatives.



## THE RIPPLE EFFECT

In addition to Amazon and the Edmonton International Airport, other employment and real estate ripples fill the corridor.

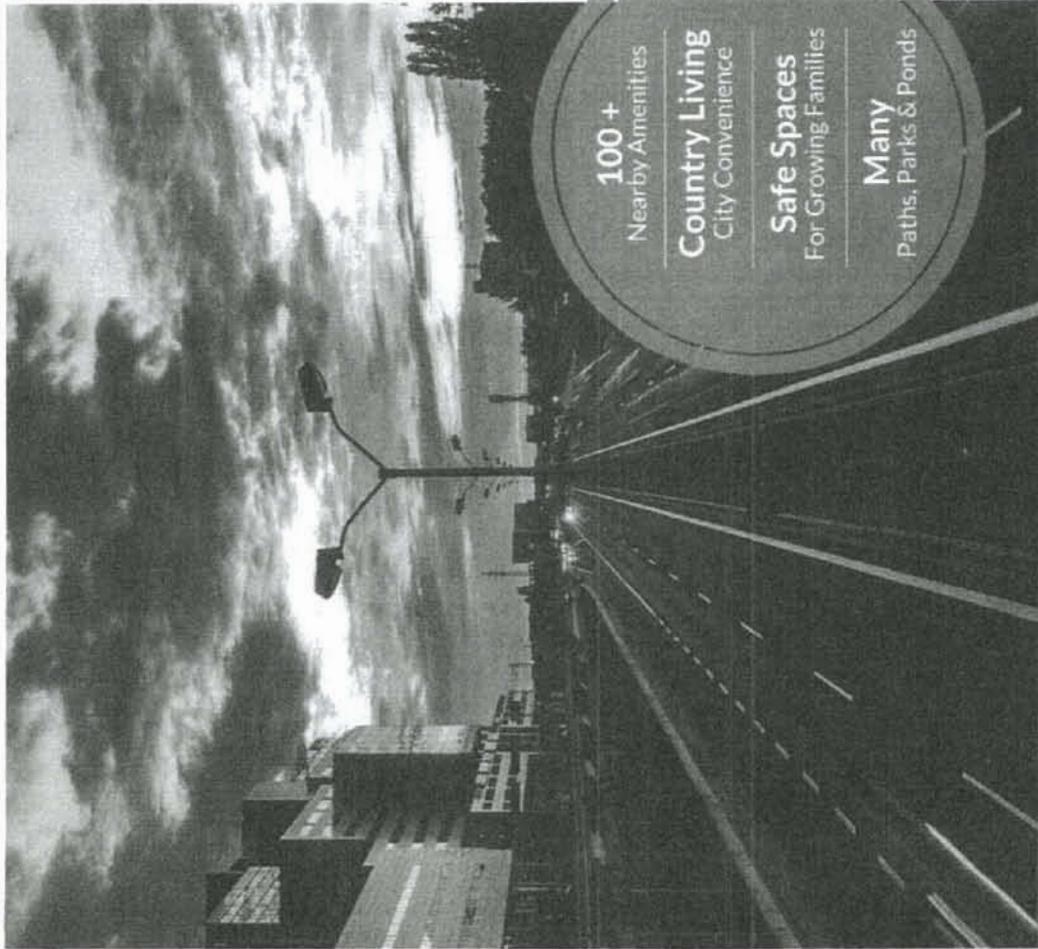
- South Edmonton Common is a retail power center and one of the largest open-air retail developments in North America.
- Ford Motors recently built a 400,000 square foot warehouse and distribution center worth \$45M.
- Hempco is moving their headquarters to the EIC, where they've invested \$25M in a new state-of-the-art hemp processing facility.
- Southport Business Park, currently being developed by Bentall Kennedy, will feature 140-acres, 11 buildings, and 2 million square feet of premier industrial space.





# EDMONTON INTERNATIONAL CORRIDOR

- The Edmonton International Corridor stretches across the ridge of south Edmonton.
- This once vast expanse of undeveloped land is rapidly becoming a symbol of Edmonton's growth and international influence.
- We can expect to see notable international players in the region as early as 2019.
- Leading international investors in the area include Sun Life Financial, One Properties, Amazon and Ford.



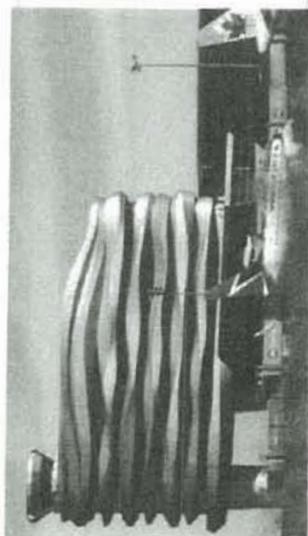
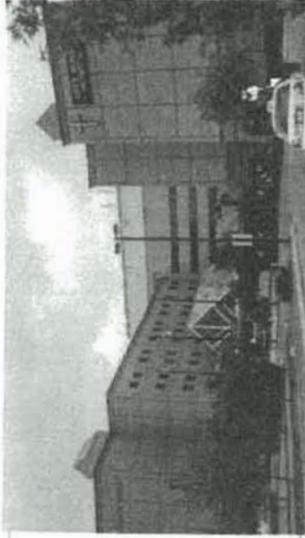
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MEDICAL CARE

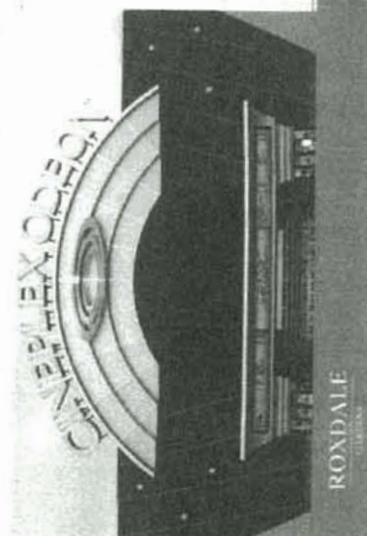
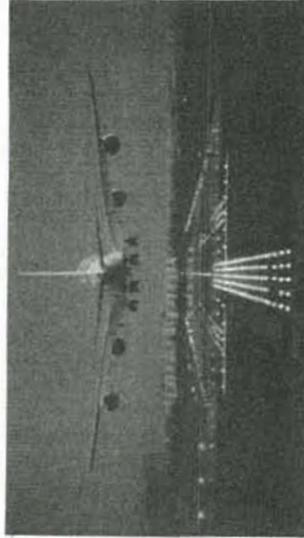
3 major hospitals are just 15 minutes from Roxdale Gardens community.

The Ellerslie hospital is set to open in 2026.



TRAVEL

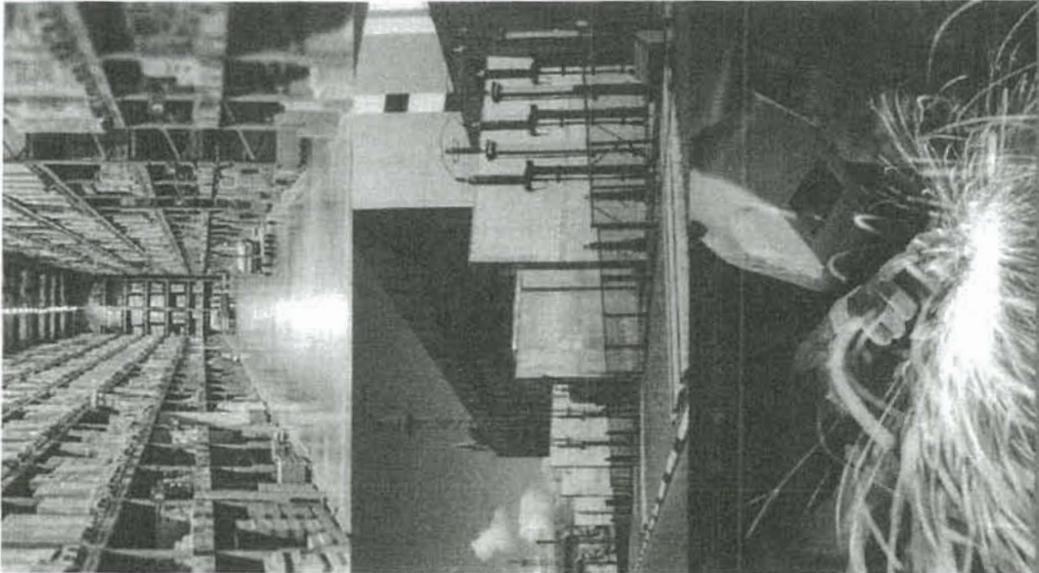
The Aerotropolis project is well underway in bringing major attractions to the Edmontan International Airport region.



ENTERTAINMENT

South Edmontan Common has attracted recent investment from exclusive brands like Nordstrom Rack.

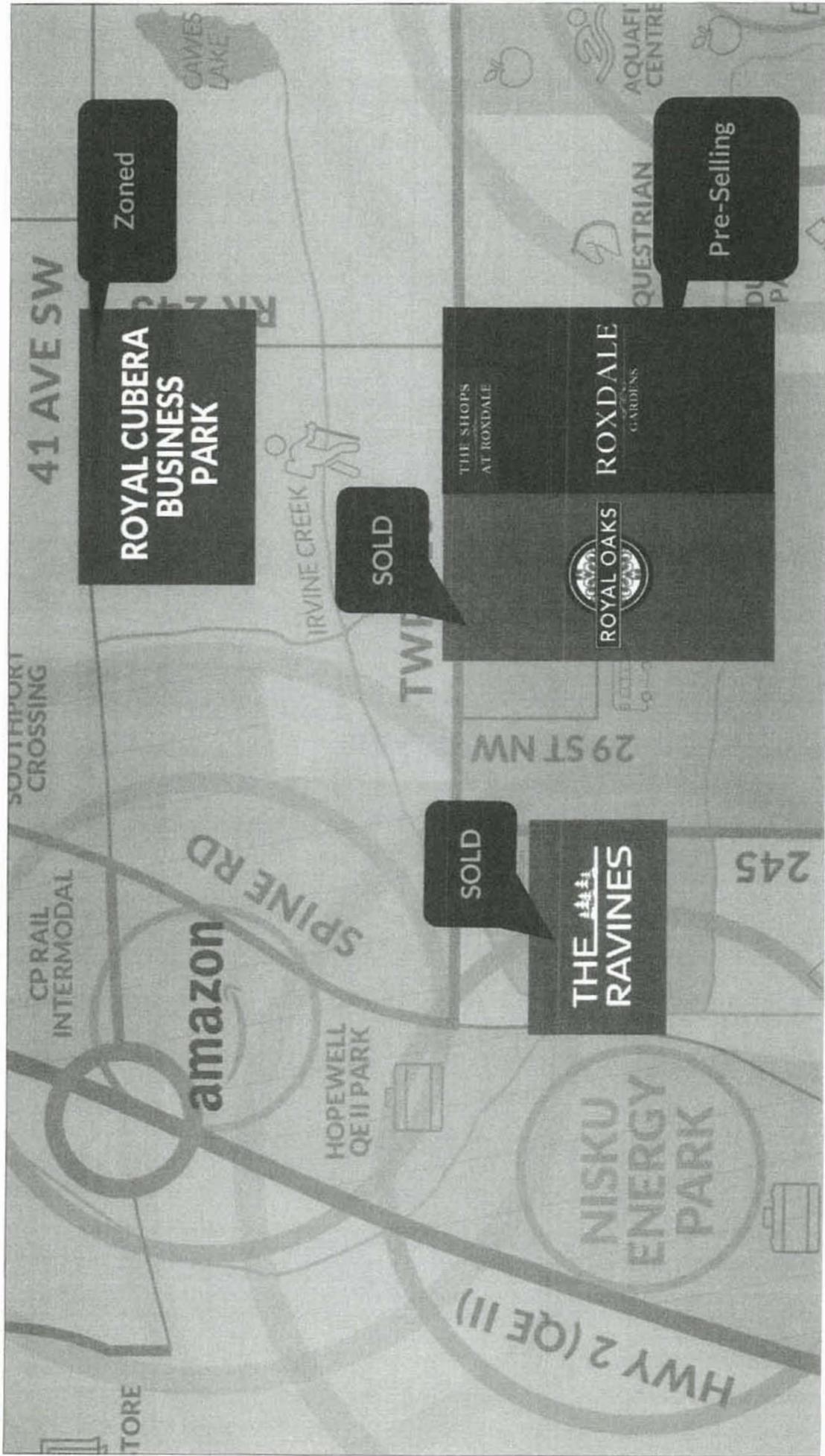




## NISKU ENERGY PARK

- The biggest energy park in Canada.
- Nisku brings billions of dollars to the table in the Edmonton International Corridor.
- Nisku Business Park is home to over 500 companies.
- Recent increase in manufacturing, and service industries have given the park a broader industrial base.
- Energy, manufacturing and service industries in Nisku compliment each other on a daily basis.

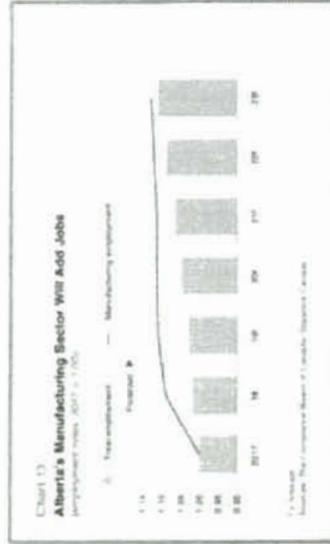
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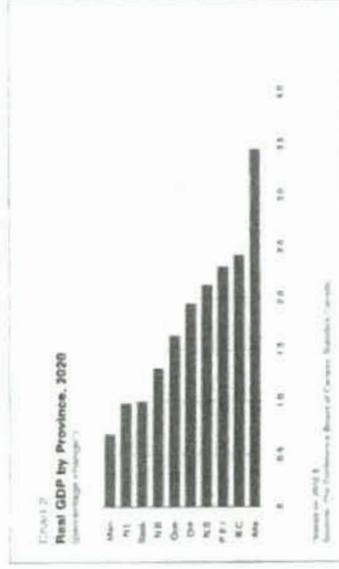
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# WHY ALBERTA?

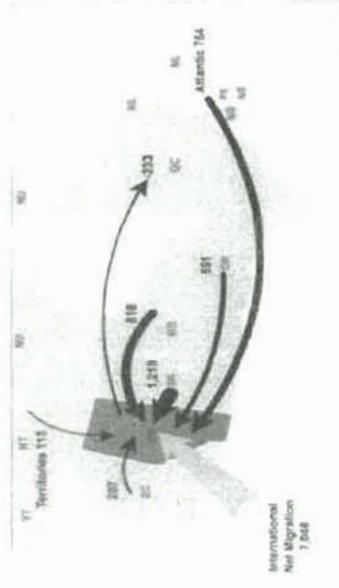
- A gain of 8.8 per cent in the manufacturing sector – partly driven by ramped up production at the new Sturgeon Refinery near Edmonton.
- Alberta's manufacturing sector is likely to add more jobs in coming years.



- In 2020, Alberta is predicted to surge to first place – at 3.5 per cent – from last place among the provinces in terms of economic growth.
- Investment is expected to accelerate in 2020 as production cuts are lifted and clean power initiatives are implemented.

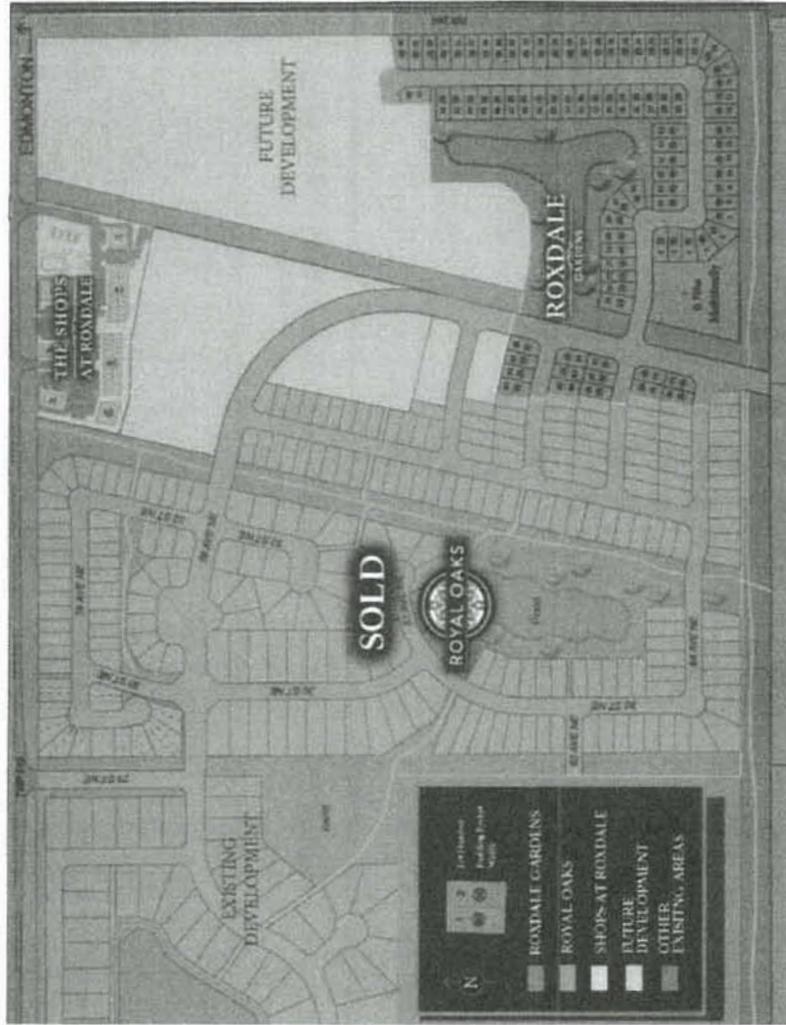


- By 2046 that is an increase of roughly 2.3 million people from 2018
- Population will have an average age of 41.2 years, up from 38.0 years in 2018



Source: Edmonton city news/economic-diversification

## ROXDALE GARDENS PROJECT OVERVIEW



# WHAT IS BEING OFFERED TODAY

## PREFERRED SHARES

### OPTION 1

Amount of Investment

Timeline

- 15% Dividend per Annum
- Be Part of an Exciting Project
- Investment Returned at the End of 3 Years

### OPTION 2

\$250,000

3 Years

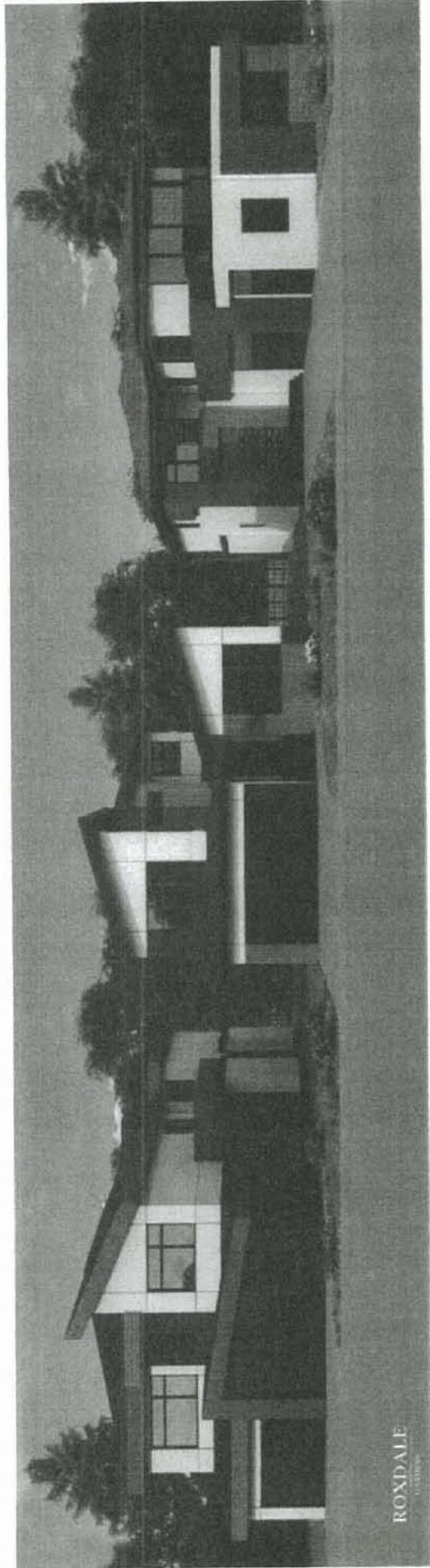
- 15% Dividend per Annum
- Option to Buy a Lot in Roxdale Gardens for Today's Pricing
- Pay the Balance of the Lot Price at Closing





# SUMMARY OF PRESENTATION

- We are offering 2 preferred share options today.
- Roxdale Gardens will build on the success we have had on other projects.
- Our experienced sales and marketing team will pre-sell the Roxdale Gardens lots in the same fashion we did for Royal Oaks and The Ravines.
- Roxdale Gardens meets demand in the Edmonton region by filling gaps in the market, such as buying a lot directly from the developer and the massive demand for large lots.

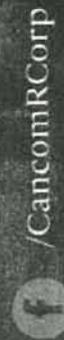


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\*Disclaimer: This is not an offering or solicitation for investment. This document has been prepared by CancomR Corporation for informational purposes and is subject to errors and omissions. CancomR Corporation makes no guarantees, representations or warranties of any kind expressed or implied regarding the information included in this document. Contact a CancomR Representative for the most up to date information.



info@cancomrcorp.com • Tel: (780) 461 - 7599 • Fax: (780) 699 - 5687  
#20 3908 97 Street • Edmonton, AB T6E 6N2 • www.cancomrcorp.com



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## SOURCES

- <https://www.cNBC.com/2019/08/01/taylor-morrison-is-latest-homebuilder-to-bet-on-single-family-rentals.html>
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- <https://edmontonjournal.com/business/commercial-real-estate/not-just-flights-airport-city-about-to-reach-milestone-in-new-development>
- [https://www.thestar.com/sponsored\\_sections/movingforward/2019/07/31/market-adapts-to-trend-in-multi-generational-living.html](https://www.thestar.com/sponsored_sections/movingforward/2019/07/31/market-adapts-to-trend-in-multi-generational-living.html)
- <https://www.alberta.ca/population-statistics.aspx>



## SOURCES

- <https://www.cbc.ca/news/canada/calgary/conference-board-provincial-outlook-canada-alberta-economy-1.5035319>
- <https://www.atb.com/learn/economics/the-ow/Pages/recovery-and-growth-in-2018-and-2019.aspx>
- <https://edmonton.citynews.ca/2018/12/04/economic-diversification-for-alberta-is-easier-said-than-done-economist/>
- <https://www.transmountain.com/news/2016/your-top-5-questions-on-the-economic-benefits-of-the-expansion-project>
- <https://www.alberta.ca/population-statistics.aspx>



THIS IS EXHIBIT "B"

Referred to in the Affidavit of

**King Chi Hung** sworn before me this 26

day of April 2021



A Notary Public in and for the Province of  
Alberta

Being a Solicitor

My appointment expires:

**Jasmin Dhalwal**  
Barrister & Solicitor  
3400, 350 – 7th Avenue SW  
Calgary, Alberta T2P 3N9  
Ph. 403-261-6149





**TERMS AND CONDITIONS OF SUBSCRIPTION  
FOR CLASS C PREFERRED SHARES OF ROXDALE GARDENS LTD.**

**Terms of the Offering**

1. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that this subscription is subject to rejection or allotment by the Corporation in whole or in part at any time.
2. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that:
  - (a) the Class C Preferred Shares subscribed for by it hereunder form part of a larger issuance and sale by the Corporation of up to 1,000 Class C Preferred Shares, Class "D" Preferred Shares ("**Class D Preferred Shares**") and Class "E" Preferred Shares ("**Class E Preferred Shares**") and collectively with the Class C Preferred Shares and the Class D Preferred Shares, the "**Preferred Shares**") for gross proceeds of up to \$10 million, or such other amount as the Corporation may determine in its sole discretion (the "**Offering**"), it being acknowledged and agreed that the Corporation shall have full discretion to determine the number and amounts of Preferred Shares which may be issued pursuant to the Offering;
  - (b) the Class C Preferred Shares shall not carry the right to vote at any meeting of the shareholders of the Corporation, are redeemable at the option of the Corporation, are expected to receive dividends equal to half of the Net Profits (as defined below), and will otherwise carry the terms and conditions as set forth in the articles of the Corporation, a copy of which the Subscriber acknowledges reviewing or having had the opportunity to review prior to entering into this Subscription Agreement;
  - (c) the Class D Preferred Shares shall not carry the right to vote at any meeting of the shareholders of the Corporation, are redeemable at the option of the Corporation, are expected to receive dividends of 15% per annum, are not entitled to any of the Net Profits (as defined below), and will otherwise carry the terms and conditions as set forth in the articles of the Corporation, a copy of which the Subscriber acknowledges reviewing or having had the opportunity to review prior to entering into this Subscription Agreement;
  - (d) the Class E Preferred Shares are issuable in series, shall not carry the right to vote at any meeting of the shareholders of the Corporation, are redeemable at the option of the Corporation, are expected to receive dividends of 8% per annum and are entitled to one quarter (1/4) of the Net Profits (as defined below), and will otherwise carry the terms and conditions as set forth in the articles of the Corporation, a copy of which the Subscriber acknowledges reviewing or having had the opportunity to review prior to entering into this Subscription Agreement;
  - (e) the Offering is not subject to any minimum subscription level, and therefore, any funds invested are available to the Corporation and will be paid to the Corporation on the Closing Date (as defined herein) and need not be refunded to the Subscriber unless the Closing Date does not occur on or before December 31, 2019, or such other date as the Corporation may determine in its sole discretion;
  - (f) an amount equal to the total expected dividends to be paid hereunder for the entire term until redemption, which is expected to be three years from the date of this Subscription Agreement, will be retained in an escrow account with counsel to the Corporation to be used towards paying the dividends on the Preferred Shares on an annual basis as more particularly described herein;
  - (g) if the Closing Date does not occur on or before December 31, 2019, or such other date as may be determined by the Corporation in its sole discretion, or in the event that the Corporation rejects the Subscription, the subscription proceeds will be promptly returned to the Subscriber, without deduction or interest on the amounts invested;
  - (h) the minimum subscription amount per subscriber is one (1) share or \$10,000;
  - (i) proceeds from the Offering may be used for any purpose deemed to be in the best interests of the Corporation at the sole discretion of the Board of the Directors of the Corporation, including, without limitation, developing the land legally described as Lots 3 and 4, Block 1, Plan 182 1856 in Leduc County, Alberta comprising both land and a proposed residential development of approximately 24 acres (the "**Development**") and possibly entering into a joint venture or other form of corporate relationship with a corporation which may or may not be affiliated with the Corporation with respect to

the Development, it being currently anticipated that the proceeds from the Offering will be used first and foremost for paying out any mortgage or financing security registered against the lands which comprise the Development prior to any development occurring;

- (j) upon the completion of the Development, which the Corporation expects to be by approximately August 1, 2022 but which date is subject to change, subscribers for Class C Preferred Shares will be entitled to receive half of the net profits received by the Corporation from the Development, being comprised of the revenue generated from the Development, less any applicable administrative, operating and tax expenses incurred in connection with operating the Development (including, without limitation, all income and property taxes, management fees, accounting costs, legal fees, etc.) (collectively, the "Net Profits"), such Net Profits to be issued to the holders of the Class C Preferred Shares as a dividend or such other form of payment as will result in the most tax efficient distribution of the Net Profits for both the Corporation and the Subscriber on a pro rata basis in accordance with their holdings of such preferred shares in the capital of the Corporation. For greater certainty, and notwithstanding the foregoing, the Subscriber shall be entitled to receive an annualized return of not less than 6% on their investment from the Corporation and the Corporation shall be entitled to receive an annualized return of the next 6% once the Subscriber has received the first 6% return on investment and once the Development generates an annualized return of 12% or greater, the Net Profits shall be shared equally between the Corporation and the Subscriber;
- (k) following the payment of the Net Profits as set forth herein, the Corporation will be redeeming all of the Preferred Shares, such redemption to occur on or about August 1, 2022 upon completion of the Development;
- (l) the Corporation may, from time to time, in its sole discretion, make advances to the Subscriber of the dividends to which the Subscriber is entitled hereunder upon completion of the Development. Such advances may be deducted and set off against the dividends that the Subscriber is ultimately entitled to hereunder at the time of the payment of same; and
- (m) the Subscriber is hereby granted an option to purchase one or more lots which comprise the Development, such option to be exercisable upon the completion of the Development, and the Subscriber hereby directs the Corporation to deduct from the principal amount to be paid hereunder to the Subscriber such sums as represent the purchase price of such lots and to set off such amounts against the monies owing hereunder to the Subscriber and to remit to the balance of such amount to the Subscriber as payment of all amounts owing hereunder. The choice of lot must be provided by the Subscriber to the Corporation along with this Subscription Agreement and the price shall for such lot or lots will be determined based on the purchase and sale agreement between the Subscriber and the Corporation or an affiliate thereof, a copy of such agreement to accompany this Subscription Agreement.

#### Representations, Warranties and Covenants by Subscriber

3. The Subscriber (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) represents, warrants and covenants to the Corporation (and acknowledges that the Corporation, and its counsel, are relying thereon), both at the date hereof and at the Closing Time (as herein defined), that:

- (a) it has been independently advised as to restrictions with respect to trading in the Class C Preferred Shares imposed by applicable securities legislation in the jurisdiction in which it resides, confirms that no representation has been made to it by or on behalf the Corporation with respect thereto, acknowledges that it is aware of the characteristics of the Class C Preferred Shares, the risks relating to an investment therein and of the fact that it may not be able to resell the Class C Preferred Shares, except in accordance with limited exemptions under applicable securities legislation and regulatory policy until expiry of the applicable hold period and compliance with the other requirements of applicable law; and it agrees that any certificates representing the Class C Preferred Shares will bear a legend indicating that the resale of such securities is restricted; and
- (b) it has not received or been provided with, nor has it requested, nor does it have any need to receive, any offering memorandum, any prospectus, sales or advertising literature, or any other document (other than financial statements or any other document the content of which is prescribed by statute or regulation) describing or purporting to describe the business and affairs the Corporation which has been prepared for delivery to, and review by, prospective purchasers in order to assist it in making an investment decision in respect of the Class C Preferred Shares; and
- (c) it has not become aware of any advertisement in printed media of general and regular paid circulation (or other printed public media), radio, television or telecommunications or other form of advertisement (including electronic display such as the internet) with respect to the distribution of the Class C Preferred Shares; and

- (d) it is or is deemed to be purchasing the Class C Preferred Shares as principal for its own account or for the account of a disclosed principal, not for the benefit of any other person, for investment only and not with a view to the resale or distribution of all or any of the Class C Preferred Shares, it is resident in the jurisdiction set out as the "Subscriber's Address" on the face page hereof and, if the Subscriber is acting as agent for a disclosed principal, such disclosed principal is resident in the jurisdiction set forth in the Subscription Agreement as the "Principal's Address" of the principal, and it or the disclosed principal is a close personal friend of a director, executive officer, founder or control person of the Corporation and has described the details of that relationship in the Questionnaire attached as **Exhibit 1** or a close business associate of a director, executive officer, founder or control person of the Corporation and has described the details of that relationship in the Questionnaire attached as **Exhibit 1**, and
- (f) it acknowledges and certifies that:
- (i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Class C Preferred Shares; and
  - (ii) there is no government or other insurance covering the Class C Preferred Shares; and
  - (iii) there are risks associated with the purchase of the Class C Preferred Shares; and
  - (iv) there are restrictions on the Subscriber's ability to resell the Class C Preferred Shares and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them before selling the Class C Preferred Shares; and
  - (v) the Corporation has advised the Subscriber that the Corporation is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell securities through a person or company registered to sell securities under the *Securities Act* (Alberta) and other applicable securities laws and, as a consequence of acquiring Class C Preferred Shares pursuant to such exemption, certain protections, rights and remedies provided by the *Securities Act* (Alberta) and other applicable securities laws, including statutory rights of rescission or damages, will not be available to the Subscriber; and
  - (vi) the certificates representing the Class C Preferred Shares will be endorsed with a legend stating that the Class C Preferred Shares will be subject to restrictions on resale in accordance with applicable securities legislation; and
- (g) if it is a corporation, partnership, unincorporated association or other entity, it has the legal capacity to enter into and be bound by this Subscription Agreement and further certifies that all necessary approvals of directors, shareholders or otherwise have been given and obtained; and
- (h) this Subscription Agreement has been duly and validly authorized, executed and delivered by and constitutes a legal, valid, binding and enforceable obligation of the Subscriber; and
- (i) in the case of a subscription by it for Class C Preferred Shares acting as agent for a disclosed principal, it is duly authorized to execute and deliver this agreement and all other necessary documentation in connection with such subscription on behalf of such disclosed principal and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding agreement of, such disclosed principal; and
- (j) it has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment and is able to bear a decrease in the value of its investment and it, or, where not purchasing as principal, each disclosed principal is able to bear a decrease in the value of its investment; and
- (k) it has relied solely upon publicly available information relating to the Corporation and not upon any verbal or written representation as to fact or otherwise made by or on behalf the Corporation, such publicly available information having been delivered to the Subscriber without independent investigation or verification, and agrees that the Corporation and Corporation's counsel assume no responsibility or liability of any nature whatsoever for the accuracy, adequacy or completeness of the publicly available information or as to whether all information concerning the Corporation required to be disclosed by the Corporation has been generally disclosed and acknowledges that the Corporation's counsel is acting as counsel to the Corporation, and not as counsel to the Subscriber; and
- 

- (l) it understands that Class C Preferred Shares are being offered for sale only on a "private placement" basis and that the sale and delivery of the Class C Preferred Shares is conditional upon such sale being exempt from the requirements as to the filing of a prospectus or delivery of an offering memorandum or upon the issuance of such orders, consents or approvals as may be required to permit such sale without the requirement of filing a prospectus or delivering an offering memorandum; and
- (m) if required by applicable securities legislation, regulations, rules, policies or orders or by any securities commission, stock exchange or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Corporation in filing such reports, undertakings and other documents with respect to the issue of the Class C Preferred Shares as may be required (including, without limitation) a fully executed copy of the form attached as **Exhibit 1**; and
- (n) it will not resell the Class C Preferred Shares except in accordance with the provisions of applicable securities legislation and stock exchange rules, if applicable, in the future; and
- (o) the entering into of this Subscription Agreement and the transactions contemplated hereby will not result in a violation of any of the terms or provisions of any law applicable to the Subscriber, or if the Subscriber is not a natural person, any of the Subscriber's constating documents, or any agreement to which the Subscriber is a party or by which it is bound; and
- (p) none of the funds the Subscriber is using to purchase the Class C Preferred Shares are, to the knowledge of the Subscriber, proceeds obtained or derived, directly or indirectly, as a result of illegal activities and the funds representing the aggregate subscription amount which will be advanced by the Subscriber hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) Act* (Canada) and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the Subscriber's name and other information relating to this Subscription Agreement and the Subscriber's subscription hereunder, on a confidential basis, to regulatory authorities pursuant to the *Proceeds of Crime (Money Laundering) Act* (Canada) and (i) to the best of the Subscriber's knowledge none of the subscription funds to be provided by the Subscriber (A) have been or will be derived from or related to any activity that is deemed criminal under the laws of Canada, the United States of America, or any other jurisdiction, or (B) are being tendered on behalf of a person or entity who has not been identified to the Subscriber, and (ii) it shall promptly notify the Corporation if the Subscriber discovers that any of such representations ceases to be true, and to provide the Corporation with appropriate information in connection therewith; and
- (q) the Subscriber acknowledges that the Class C Preferred Shares are being purchased pursuant to exemptions from the prospectus requirements contained in applicable securities legislation and, as a result:
  - (i) the Subscriber is restricted from using most of the civil remedies available under applicable securities legislation;
  - (ii) the Subscriber may not receive information that would otherwise be required to be provided to the Subscriber under applicable securities legislation; and
  - (iii) the Corporation is relieved from certain obligations that would otherwise apply under applicable securities legislation; and
- (r) the Subscriber acknowledges that it has been encouraged to and should obtain independent legal, tax and investment advice with respect to its subscription for these Class C Preferred Shares and accordingly, has been independently advised as to the meanings of all terms contained herein relevant to the Subscriber for purposes of giving representations, warranties and covenants under this Subscription Agreement; and
- (s) the Subscriber acknowledges that the Corporation is not now a reporting issuer under the securities laws of any province or territory of Canada and there is no guarantee that it will become one in the future. Furthermore, the Class C Preferred Shares will be subject to a hold period of 4 months and a day from the later of the Closing Date and the date the Corporation becomes a reporting issuer under the securities laws of any province or territory of Canada, during which time the Subscriber may not trade the Class C Preferred Shares without filing a prospectus or being able to rely on one of the limited exemptions from the requirement to file a prospectus under applicable securities laws, and the Subscriber acknowledges that the certificate representing the Class C Preferred Shares will bear the following legend:



**“Unless permitted under securities legislation, the holder of the security must not trade the security before the date that is 4 months and a day after the later of (i) [the Closing Date], and (ii) the date the issuer became a reporting issuer in any province or territory.”; and**

- (i) in addition to the restrictions on transfers set forth above in subparagraph (s), the Subscriber acknowledges that the articles of the Corporation provide that the Class C Preferred Shares may not be transferred to any other person without the approval of the board of directors of the Corporation and that the board of directors does not intend to allow any transfers of Class C Preferred Shares, except in limited circumstances at the sole discretion of the board of directors; and
- (u) **the Class C Preferred Shares are NOT listed or traded on a recognized stock exchange in Canada or elsewhere and the Corporation is not a reporting issuer under applicable securities legislation and is therefore not obligated to provide disclosure about the Corporation or its business in the same way as a public company.**

### Closing

4. The sale of the Class C Preferred Shares pursuant to this Subscription Agreement will be completed at the offices of the Corporation’s counsel, in Calgary, Alberta at 10:00 a.m. (Calgary time) or such other time and place as the Corporation may agree (the “Closing Time”) on or before December 31, 2019 or such other date as the Corporation may determine in its sole discretion (the “Closing Date”). At the Closing Time, the Subscribers shall deliver to the Corporation all completed subscription agreements, including this Subscription Agreement, and the aggregate subscription price against delivery by the Corporation of certificates representing the Class C Preferred Shares.

5. The Corporation shall be entitled to rely on delivery of a facsimile copy of executed subscriptions, and acceptance by the Corporation of such facsimile subscriptions shall be legally effective to create a valid and binding agreement between the Subscriber and the Corporation in accordance with the terms hereof. Notwithstanding the foregoing, the Subscriber shall deliver originally executed copies of the documents set forth in the Delivery Instructions attached to this Subscription Agreement to the Corporation within two business days of the Closing Date. In addition, this Subscription Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document.

### General

6. The Subscriber agrees that the representations, warranties and covenants of the Subscriber herein will be true and correct both as of the execution of this Subscription Agreement and as of the Closing Time and will survive the completion of the issuance of the Class C Preferred Shares. The representations, warranties and covenants of the Subscriber herein are made with the intent that they be relied upon by the Corporation (and its affiliates) in determining the eligibility of a purchaser of Class C Preferred Shares and the Subscriber agrees to indemnify the Corporation against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur which are caused or arise from a breach thereof. The Subscriber undertakes to immediately notify the Corporation c/o EnerNext Counsel, Box 20, Roslyn Building, Suite 800, 400 - 5<sup>th</sup> Avenue SW, Calgary, Alberta T2P 0L6 Attn: Peter Yates of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the Closing Time.

7. The Subscriber hereby irrevocably authorizes Rohit Sethi (a) to act as its representative at the closing and to execute in its name and on its behalf all closing receipts and documents required; (b) to complete or correct any errors or omissions in any form or document provided by the Subscriber; (c) to receive on its behalf certificates representing the Class C Preferred Shares purchased under this Subscription Agreement; (d) to approve any opinions, certificates or other documents addressed to the Subscriber; and (e) to waive, in whole or in part, any representations, warranties, covenants or conditions for the benefit of the Subscriber.

8. The terms and provisions of this Subscription Agreement are binding upon and enure to the benefit of the Subscriber and the Corporation and their respective heirs, executors, administrators, successors and assigns; provided that, except for the assignment by a subscriber who is acting as nominee or agent to a disclosed principal and as otherwise herein provided, this Subscription Agreement is not assignable by any party without prior written consent of the other parties.

9. The Subscriber acknowledges and agrees that all costs incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the sale of the Class C Preferred Shares to the Subscriber shall be borne by the Subscriber.

10. The contract arising out of this Subscription Agreement and all documents relating thereto, which by common accord has been or will be drafted in English, shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta.
11. Time is of the essence hereof.
12. This Subscription Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein.
13. The covenants, representations and warranties contained herein shall survive the closing of the transactions contemplated hereby.
14. In this Subscription Agreement (including attachments), references to "\$" or "Cdn. \$" are to Canadian dollars.
15. The Subscriber (on its own behalf and, if applicable, on behalf of any person for whose benefit the Subscriber is subscribing) acknowledges and consents to the fact that the Corporation is collecting the Subscriber's (and any beneficial purchaser's) personal information for the purposes of completing the Offering and the Subscriber's subscription. The Subscriber (on its own behalf and, if applicable, on behalf of any person for whose benefit the Subscriber is subscribing) acknowledges and consents to the Corporation retaining the personal information for as long as permitted or required by applicable law or business practices. The Subscriber (on its own behalf and, if applicable, on behalf of any person for whose benefit the Subscriber is subscribing) further acknowledges and consents to the fact the Corporation may be required by the Corporation's transfer agent and registrar, the other parties involved in the Offering (including legal counsel), applicable securities laws, stock exchange rules, and the rules of the Investment Dealers Association to provide, use and disclose any personal information provided by the Subscriber respecting itself (and any beneficial purchaser) in connection with the Offering. The Subscriber represents and warrants that it has the authority to provide the consents and acknowledgements set out in this paragraph on behalf of all beneficial purchasers. The Subscriber also acknowledges that if it has any questions about the collection and use of such personal information as described in the preceding paragraph, it can contact the applicable securities regulatory authority or, where applicable, the regulator in the jurisdiction(s) where such Subscriber is resident.
16. The Corporation may pay a commission or finders' fee, subject to compliance with securities laws.

#### DELIVERY INSTRUCTIONS

Deliver to:

**Roxdale Gardens Ltd.**  
c/o EnerNext Counsel  
Box 20, Roslyn Building  
800 - 400 5<sup>th</sup> Avenue SW  
Calgary, AB T2P 0L6

**Att: Peter W. Yates**

The Subscriber shall deliver to the Corporation the following documents:

- (a) the attached Subscription Agreement completed and executed;
- (b) a **certified cheque** or **bank draft** payable to "**Roxdale Gardens Ltd.**" for the aggregate subscription price or payment of the same amount in such other manner as is acceptable to the Corporation; and
- (c) a fully executed copy of the form attached as **Exhibit 1 (including Appendix A thereto)**.



EXHIBIT 1

CLOSE PERSONAL FRIEND / CLOSE BUSINESS ASSOCIATE QUESTIONNAIRE

To be completed by the Subscriber. Also be sure to complete the attached Appendix "A" to Exhibit 1 attached hereto.

\_\_\_\_\_  
Name of director, executive officer, control person or founder

\_\_\_\_\_  
Length of relationship

\_\_\_\_\_  
Details of relationship or prior business dealings

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned understands that the Corporation is relying on this information in determining to sell securities to the undersigned in a manner exempt from the registration and prospectus requirements of applicable securities laws.

Dated: September 30, 2019

King Chi Hung  
\_\_\_\_\_  
Print name of Subscriber

By:   
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name of Signatory (if different from Subscriber)

\_\_\_\_\_  
Title



### *Close Personal Friend – Guidance*

A “close personal friend” of a director, executive officer, founder or control person of an issuer is an individual who knows the director, executive officer, founder or control person well enough and has known them for a sufficient period of time to be in a position to assess their capabilities and trustworthiness and to obtain information from them with respect to the investment. The term “close personal friend” can include a family member who is not already specifically identified in the exemptions if the family member satisfies the criteria described above.

The securities regulatory authorities consider the following factors as relevant to this determination: (a) the length of time the individual has known the director, executive officer, founder or control person, (b) the nature of the relationship between the individual and the director, executive officer, founder or control person including such matters as the frequency of contacts between them and the level of trust and reliance in the other circumstances, and (c) the number of “close personal friends” of the director, executive officer, founder or control person to whom securities have been distributed in reliance on the private issuer exemption or the family, friends and business associates exemption.

An individual is not a close personal friend solely because the individual is: (a) a relative, (b) a member of the same club, organization, association or religious group, (c) a co-worker, colleague or associate at the same workplace, (d) a client, customer, former client or former customer, (e) a mere acquaintance, or (f) connected through some form of social media, such as Facebook, Twitter or LinkedIn.

The relationship between the individual and the director, executive officer, founder or control person must be direct. For example, the exemption is not available to a close personal friend of a close personal friend of a director of the issuer. We would not consider a relationship that is primarily founded on participation in an Internet forum to be that of a close personal friend. The person relying on the exemption is responsible for determining that the purchaser meets the characteristics required under the exemption.

### *Close Business Associate – Guidance*

A “close business associate” is an individual who has had sufficient prior business dealings with a director, executive officer, founder or control person of the issuer to be in a position to assess their capabilities and trustworthiness and to obtain information from them with respect to the investment.

The securities regulatory authorities consider the following factors as relevant to this determination: (a) the length of time the individual has known the director, executive officer, founder or control person, (b) the nature of any specific business relationships between the individual and the director, executive officer, founder or control person, including, for each relationship, when it began, the frequency of contact between them and when it terminated if it is not ongoing, and the level of trust and reliance in the other circumstances, (c) the nature and number of any business dealings between the individual and the director, executive officer, founder or control person, the length of the period during which they occurred, and the nature and date of the most recent business dealing, and (d) the number of “close business associates” of the director, executive officer, founder or control person to whom securities have been distributed in reliance on the private issuer exemption or the family, friends and business associates exemption.

An individual is not a close business associate solely because the individual is: (a) a member of the same club, organization, association or religious group, (b) a co-worker, colleague or associate at the same workplace, (c) a client, customer, former client or former customer, (d) a mere acquaintance, or (e) connected through some form of social media, such as Facebook, Twitter or LinkedIn.

The relationship between the individual and the director, executive officer, founder or control person must be direct. For example, the exemptions are not available for a close business associate of a close business associate of a director of the issuer. We would not consider a relationship that is primarily founded on participation in an internet forum to be that of a close business associate.



## APPENDIX A TO EXHIBIT 1

## FAMILY, FRIENDS AND BUSINESS ASSOCIATES STATUS CERTIFICATE

*The categories listed herein contain certain specifically defined terms. If you are unsure as to the meanings of those terms, or are unsure as to the applicability of any category below, please contact your broker and/or legal advisor before completing this certificate.*

TO: Roxdale Gardens Ltd. (the "Company")

In connection with the purchase by the undersigned Subscriber of the Class G Preferred Shares, the Subscriber hereby represents, warrants, covenants and certifies to the Company (and acknowledges that the Company and its counsel are relying thereon) that:

- (a) the Subscriber is resident in or subject to the securities laws of one of the jurisdictions of Canada;
- (b) the Subscriber is purchasing the Class C Preferred Shares as principal for its own account and not for the benefit of any other person;
- (c) the Subscriber is relying on a prospectus exemption on the basis that the undersigned fits within the category of "family, friends and business associates" reproduced below beside which the undersigned has indicated the undersigned belongs to such category; and
- (d) upon execution of this Exhibit 1 by the Subscriber, this Exhibit 1 (including any Appendices) shall be incorporated into and form a part of the Subscription Agreement.

## (PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY)

- (a) a director, executive officer or control person of the Company, or of an affiliate of the Company;
- (b) a spouse, parent, grandparent, brother, sister or child of a director, executive officer or control person of the Company, or of an affiliate of the Company;
- (c) a parent, grandparent, brother, sister or child of the spouse of a director, executive officer or control person of the Company or of an affiliate of the Company;
- (d) a close personal friend of a director, executive officer or control person of the Company or of an affiliate of the Company;
- (e) a close business associate of a director, executive officer or control person of the Company or of an affiliate of the Company;
- (f) a founder of the Company or a spouse, parent, grandparent, brother, sister, child, close personal friend or close business associate of a founder of the Company;
- (g) a parent, grandparent, brother, sister or child of a spouse of a founder of the Company;
- (a) a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in paragraphs (a) to (g), or
- (i) a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons described in paragraphs (a) to (g).

For the purposes hereof, the following definitions are included for convenience

- (n) "control person" has the same meaning as in securities legislation except in Manitoba, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island and Québec where

control person means any person that holds or is one of a combination of persons that holds (i) a sufficient number of any of the securities of the Company so as to affect materially the control of the Company, or (ii) more than 20% of the outstanding voting securities of the Company except where there is evidence showing that the holding of those securities does not affect materially the control of the Company;

- (o) "director" means (i) a member of the board of directors of a company or an individual who performs similar functions for a company, and (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;
- (p) "executive officer" means, for the Company, an individual who is (i) a chair, vice-chair or president, (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production, (iii) an officer of the Company or any of its subsidiaries and who performs a policy-making function in respect of the Company, or (iv) performing a policy-making function in respect of the Company;
- (q) "founder" means, in respect of the Company, a person who, (i) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the Company, and (ii) at the time of the trade is actively involved in the business of the Company; and
- (r) "spouse" means an individual who (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual, (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta).

In NI 45-106 a person or company is considered to be an affiliated entity of another person or company if one is a subsidiary entity of the other, or if both are subsidiary entities of the same person or company, or if each of them is controlled by the same person or company. The foregoing representations contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Closing Time. If any such representations shall not be true and accurate prior to the Closing Time, the undersigned shall give immediate written notice of such fact to the Company prior to the Closing Time.

Dated: September 30, 2019

Signed: 

\_\_\_\_\_  
Witness

King Chi Hung  
Print the name of Subscriber

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
If Subscriber is a corporation,  
print name and title of  
Authorized Signing Officer



## ADDENDUM TO THE SUBSCRIPTION AGREEMENT

Roxdale Gardens Ltd.

The Subscriber: King Chi Hung

The document concerns Subscription for Class C Preferred Shares.

### 1. ADDENDUM

It is mutually agreed between Roxdale Gardens Ltd. and the subscriber that Roxdale Gardens Ltd. will enable a caveat on the lands pursuant to the beneficial interest of the subscribers as preferred shareholders in the project. The Caveat shall be postponed to a loan for development purposes.

Signed at \_\_\_\_\_, on \_\_\_\_ day of \_\_\_\_\_, 2019 at \_\_\_\_ am/pm.

\_\_\_\_\_  
Roxdale Gardens Ltd.

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Subscriber: King Chi Hung

\_\_\_\_\_  
Witness



**ADDENDUM TO THE SUBSCRIPTION AGREEMENT**

Roxdale Gardens Ltd.

The Subscriber King Chi Hung

This document concerns Subscription for Class C Preferred Shares.

**ADDENDUM**

It is mutually agreed between Roxdale Gardens Ltd and King Chi Hung

That the corporation will advance the dividends of \$ 18,000 per year for 3 years and these advances will be deducted and set off against the dividends that the subscriber is ultimately entitled.

Signed at \_\_\_\_\_, on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ am/pm.

\_\_\_\_\_  
Roxdale Gardens Ltd.

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
The Subscriber King Chi Hung

\_\_\_\_\_  
Witness





**King Chi Hung**

Client Name

Account Number(s)

**9211 Jaskow Place Richmond BC V7E 5S4**

Client Address (Street, City, Province, Postal Code)

**Only complete if you want another person to obtain personal and financial information about you.**

Throughout this Letter of Authorization, the words "you", "your" and "yours" mean the Client. The words "we", "us" and "our" mean Olympia Trust Company.

You authorize us to disclose to the individual indicated below all requested personal and financial information relating to your accounts.

This Letter of Authorization shall apply to all of the accounts that you have with Olympia.

**Ending this Letter of Authorization**

You agree that this Letter of Authorization is binding on you as well as on your heirs, executors, administrators, successors and assigns. We will continue to deal with the individual indicated below until this Letter of Authorization is ended by our actually having received either your written notice of revocation or proof of your death.

**King Chi Hung**

Name of Authorized Individual

Client Signature

**September 30, 2019**

Date (mm/dd/yyyy)

*The personal information collected on this form will be used by Olympia to process your request for someone else to be authorized to obtain personal and financial information about you which information is currently held by Olympia. All personal information collected by Olympia is subject to our Privacy Policy, a copy of which is available for your review on our website, [www.olympiatrust.com](http://www.olympiatrust.com).*



# Letter of Direction, Waiver and Indemnity



Registered Plans and Tax-Free Savings Accounts  
Registered Plans & TFSA Division

Client: King Chi Hung ("I" or "me")

Olympia Account Number: \_\_\_\_\_ ("my Account")

Olympia Account Type (please specify): \_\_\_\_\_

Issuer of the Securities: ROXDALE GARDENS LTD. (the "Issuer")

Description of securities (the "Securities") subscribed for: Preferred Shares

Number of Securities subscribed for: \_\_\_\_\_ (the "Subscribed Securities")

Price per Subscribed Security: \$ 10,000.00

Total subscription amount: \$ \_\_\_\_\_ (the "Subscription Proceeds")

Pay Subscription Proceeds to: ROXDALE GARDENS LTD. (the "Recipient")

Olympia Trust Company ("Olympia") and I are parties to a Declaration of Trust (the "Trust Agreement") which governs my Account. In consideration of Olympia accepting the Subscribed Securities as an asset of my Account, I hereby agree to the following terms and conditions and I acknowledge that this Letter of Direction, Waiver and Indemnity (the "Agreement") shall constitute an addendum to the Trust Agreement as if the following terms and conditions were set out therein:

1. Upon receipt by Olympia of: (a) certificate(s), or other document(s) of title, of the Issuer issued to Olympia representing the Subscribed Securities; or (b) an undertaking from either the Issuer's legal counsel or the Issuer's transfer agent to deliver to Olympia certificate(s), or other document(s) of title, of the Issuer issued to Olympia representing the Subscribed Securities, I hereby direct Olympia: (a) to pay the Recipient from my Account an amount equal to the Subscription Proceeds; and (b) accept the Subscribed Securities as an asset of my Account.
2. I represent, warrant, acknowledge and covenant to Olympia that:
  - (a) I have taken all action and have full power and authority to enter into this Agreement and this Agreement will not constitute or result in a material violation or breach of any agreement, judgment or court order by which I am bound;
  - (b) before signing this Agreement, I have been advised to and had the opportunity to seek independent legal, tax, financial or other professional advice with respect to this Agreement and the Subscribed Securities and have carried out such due diligence and made other such enquiries to the extent that I deem necessary and appropriate in making this investment for my Account to determine the suitability of the investment in light of my personal circumstances;
  - (c) it is my sole and entire responsibility, and I have not, cannot and will not look to Olympia or any Trustee Entity for advice as to whether:
    - (i) my investment in the Subscribed Securities is at "Arm's Length" as defined in the *Income Tax Act* (Canada) (the "Tax Act"),
    - (ii) my investment in the Subscribed Securities is a "qualified investment" and is not a "prohibited investment" (as such terms are defined in the Tax Act), and
    - (iii) the investment in the Subscribed Securities is suitable for me given my personal and financial circumstances,
 Further, I understand and acknowledge that Olympia does not authorize any Trustee Entity or any other person to make such representations or give such advice on its behalf with respect to the above;
  - (d) the amount of Subscription Proceeds is equal to the fair market value of the Subscribed Securities;
  - (e) I am solely responsible for determining the fair market value of the Subscribed Securities and Olympia has no obligation to and does not intend to verify such valuation or independently monitor any changes thereto;
  - (f) I deal at "Arm's Length" with the Issuer and I am not a "connected" or "specified" shareholder of the Issuer (as such terms are defined by the Tax Act). I undertake to immediately advise Olympia in writing if my status as a "connected" or "specified" shareholder or dealing with the Issuer at "Arm's Length" changes; and
  - (g) my subscription for the Subscribed Securities complies all applicable securities laws and regulations.
3. I hereby waive, release and forever discharge each Trustee Entity from any and all liability that such Trustee Entity may have for any Losses and Liabilities I may incur or suffer to the extent arising out of, relating to, or resulting from the reliance by Olympia and any Trustee Entity on this Agreement or the information contained herein.

  
 Client Initials



4. I agree that Olympia's liability to me with respect to the Subscribed Securities is limited to an accounting of actual amounts received by Olympia in respect of the Subscribed Securities.
5. I hereby indemnify, defend and hold each Trustee Entity harmless from and against all Losses and Liabilities, excluding indirect, incidental, consequential, exemplary, special or punitive losses or damages or loss of profits suffered, sustained, paid or incurred by such Trustee Entity, to the extent arising out of, relating to, or resulting from:
- (a) any breach of any representations or warranties made by me in this Agreement or in any certificate, instrument or other document delivered by me pursuant to this Agreement; or
  - (b) any breach of any covenant or agreement made by me in this Agreement or in any certificate, instrument or other document delivered by me pursuant to this Agreement

  
Client Initials

  
Client Initials

even if in each such case such Losses and Liabilities are caused in whole or in part by the negligence (whether sole, joint or concurrent), strict liability or other legal fault of such Trustee Entity, except to the extent caused by or attributable to the gross negligence, wilful misconduct or fraud of such Trustee Entity. I shall gross up any indemnity payment made pursuant to this Agreement by the amount of any income tax payable by the Trustee Entity in respect of that payment. This Indemnity shall survive the termination of or transfer out of my Account, the termination of my investment in the Subscribed Securities, and the resignation or revocation of the trusteeship of my Account by Olympia.

6. I will provide at my expense and at any time, as Olympia may require, such independent information or opinions as deemed necessary by Olympia with respect to the continued status of the Subscribed Securities as a "qualified investment" and as not being a "prohibited investment" (as such terms are defined in the Tax Act). In the event that I fail to satisfy any of the requirements set forth above, Olympia is fully entitled to deem that the Subscribed Securities are not a "qualified investment", or are a "prohibited investment", and to effect whatever actions and reporting is, in Olympia's sole opinion, required for the purposes of the Tax Act. I understand and agree that in such event, adverse tax consequences may be suffered and I confirm that I will assume full responsibility for such tax consequences.
7. In this Agreement:
- (a) "Losses and Liabilities" means, in respect of a Party and in relation to any matter hereunder, any and all:
    - (i) losses, costs, damages, expenses and charges (including all penalties, assessments and fines) which such Party suffers, sustains, pays or incurs directly or indirectly, in connection with such matter and includes costs of legal counsel (legal fees and disbursements on a full indemnity basis) and other professional advisors and reasonable costs of investigating and defending Claims arising from the matter, regardless of whether such Claims are sustained and includes Taxes payable on any settlement payment or damage award in respect of any such matter, and
    - (ii) liabilities and obligations (whether under common law, in equity, under applicable statutory or any other law; whether tortious, contractual, vicarious, statutory or otherwise; whether absolute or contingent; and whether based on negligence, breach of trust, strict liability or any other theory of liability) which such Party suffers, sustains, pays or incurs directly or indirectly, as a result of or in connection with any such matter, including indirect, incidental, consequential, exemplary, special or punitive losses or damages or loss of profits suffered, sustained, paid or incurred by such Party;
  - (b) "Claim" means any claim, demand, lawsuit, proceeding, arbitration or governmental investigation, in each case, whether asserted, threatened, pending or existing;
  - (c) "Party" means me, any beneficiary under my Account and each Trustee Entity;
  - (d) "Taxes" means any and all applicable taxes and assessments, including any penalties and interest, as may be required under the Tax Act or similar applicable provincial legislation; and
  - (e) "Trustee Entity" means each of Olympia and its directors, officers, servants, agents, advisors, employees, and consultants, and each of their respective successors and assigns.
8. In the event, and to the extent, of conflict between any of the terms of this Agreement and the terms of the Trust Agreement, the terms of this Agreement shall prevail.

King Chi Hung

Name of Client (please print)

  
Signature of Client

September 30, 2019

Date (mm/dd/yyyy)





## Registered Plan Application

 Self-Directed Retirement Savings Plan Self-Directed Retirement Income FundLanguage preference:  English (default)  French

Plan Number: \_\_\_\_\_

## 1. Annuitant Information

Hung  
Last Name731 161 675  
Social Insurance NumberKing Chi  
First Name (please use legal name)

Middle Name

September/05/1980  
Date of Birth (mm/dd/yyyy)

Address (primary)

Residence Number

Richmond BC V7E 5S4  
City Province Postal Code

Business Number

Kinghung95@gmail.com  
Email address

Cellular Number

604-719-9580

Fax Number

## 2. Acknowledgement

  
(initials)

I acknowledge that I have read and agree to be bound by both the Terms &amp; Conditions and the Declaration of Trust attached to this Plan Application.

## 3. Plan Type Information

## (a) Plan Type (check one):

 RSP  Spousal RSP  LRSP/LIRA  RIF  Spousal RIF  Prescribed RIF  LIF  LRIF  NEW LIF  RLIF  RLSP

## (b) For Locked-In Plans Only - Applicable Pension Legislation (check one):

 AB  BC  MB  NB  NL/LB  NS  ON  QC  SK  Federal

## (c) For Locked-In Plans Only - Does the amount being transferred originate from your pension plan? (check one):

 Yes  No. If No, is the amount being transferred as a result of:  Death of Spouse/Partner  Marriage Breakdown  Other \_\_\_\_\_

## (d) For Locked-In Plans Only - Spousal Information/Consent (check one):

 I am not married and do not have a common-law spouse or cohabiting partner. I am married or do have a common-law spouse or cohabiting partner, as identified below.

I am the Pension Partner of the Annuitant who is the original owner of the Pension Plan. I authorize the opening of a LIF / New LIF Plan so that the existing Pension Plan / Old LIF / LRIF / LIRA can be transferred to the LIF / New LIF plan at Olympia Trust Company.

Last Name

King Chi  
First Name

Initial

X  
Signature of Spouse

Date of Birth (mm/dd/yyyy)

Social Insurance Number

## 4. Spousal Contributor Information (Spousal RSP and Spousal RIF plans only)

Last Name

Social Insurance Number

First Name

Middle Name

Date of Birth (mm/dd/yyyy)



**6. Beneficiary Designation & Successor Annuitant (optional)**

I acknowledge any designation(s) made in Sections 6.A and/or 6.B below is/are subject to the following:

- Any designation will not be revoked or changed automatically by any future marriage or divorce. Should I wish to change my designated beneficiary or successor annuitant, I will have to do so in writing by means of a new designation.
- **The validity of a designation of a beneficiary and/or successor annuitant is subject to the applicable pension legislation and the laws of the jurisdiction where I reside, if any, permitting designations to be made otherwise than by way of a Will.**
- Any designation made shall apply to this Plan only. If I have other Accounts for which I wish to designate a beneficiary, and/or successor annuitant and/or successor holder, I must complete a separate designation for each of those Accounts.
- Notwithstanding any designation made by me to the contrary, my spouse/common law partner (within the meaning of the applicable pension legislation) may automatically be entitled to the benefits under one or more of my Accounts including, but not limited to, my Locked-in RSP/LIRA, RLSP, LIF, LRIF, New LIF, PRIF or RLIF.

**(a) Designation of Beneficiary (for all plan types)**

In the event of my death, I hereby designate the following individual(s) (identified below) as my designated beneficiary(ies) entitled to receive my interest in this Plan if living at the time of my death. If my designated beneficiary(ies) predecease(s) me and no other beneficiary has been appointed, I understand the proceeds of my Plan will be paid to my Estate. I reserve the right to revoke this designation, in writing, at any time.

Name of Beneficiary: Jessica Huang

Relationship to Me: Wife

Address: 9211 Jaskow Place, Richmond BC V7E5S4

**(b) Designation of Successor Annuitant (for RIF, LIF, LRIF, RLIF, New LIF and PRIF only)**

In the event of my death, I hereby elect that my spouse/common law partner (identified below), if living and remaining my spouse/common law partner at the time of my death, shall continue to receive payments as Successor Annuitant under my Plan and, to the extent possible and permitted by law, shall acquire all rights I have as holder thereof. I reserve the right to revoke this designation, in writing, at any time.

Successor Annuitant: \_\_\_\_\_

Social Insurance Number: \_\_\_\_\_

**7. Representative/Dealer Access Authorization (Mutual Fund Dealing Representatives complete Section 9 instead)**

By completing this section, I acknowledge and agree that I am authorizing another individual to obtain personal and financial information about me which information is currently held by Olympia. This Authorization shall apply to all of the accounts I have with Olympia (the "Accounts").

I hereby authorize Olympia to provide the following individual or corporation all requested personal and financial information relating to my Account(s) and further authorize Olympia to grant the following individual or corporation access to view my Account(s) via the secure Olympia website. By allowing website access, the individual or corporation will be able to view all of my past and current assets.

This Authorization shall be valid until revoked by me in writing to Olympia.

Exempt Market Dealing Representative \_\_\_\_\_ of \_\_\_\_\_  
(Name) (Company Name)

Exempt Market Dealer \_\_\_\_\_  
(Name of Exempt Market Dealer)

Investment Issuer \_\_\_\_\_  
(Name of Investment Issuer)

I authorize Olympia to terminate the above Investment Issuer Authorization upon completion of the investment purchase.  
(Client Initial)

Mortgage Broker/Agent \_\_\_\_\_ of \_\_\_\_\_  
(Broker / Agent Name) (Brokerage Name)

Other (please specify) \_\_\_\_\_



**10. Annuitant Plan Application Terms & Conditions**

- (a) I acknowledge that this is a request for Olympia to apply for registration of a Self-Directed Retirement Savings Plan, or Self-Directed Retirement Income Fund, under the *Income Tax Act* (Canada) and if applicable, under the *Taxation Act* (Quebec) as:
- (i) a Registered Retirement Savings Plan if I have selected RSP, Spousal RSP, or locked-in RSP/LIRA/RLSP, as my plan type; or
  - (ii) a Registered Retirement Income Fund if I have selected RIF, Spousal RIF, Prescribed RIF, LRIF, LIF/RLIF or NEW LIF as my plan type.
- (b) I certify that the information contained in this Plan Application is true and correct, and that I have read and am bound by the attached Declaration of Trust that governs my Plan and any applicable Locking-in Supplements or Addendum. I understand that it is my responsibility to arrange for the transfer of assets to my Plan from any predecessor retirement plan or other permitted source.
- (c) I acknowledge and agree that I am responsible for all investments in my Plan and all investment decisions relating thereto. Olympia is not in the business of providing investment advice and does not provide direction or advice with respect to the purchase of any securities or other form of investment. Olympia strongly recommends that you should:
- (i) conduct extensive due diligence on any investment prior to purchasing and obtain extensive information on the investment, the risk associated with the investment and the ability to recover your investment;
  - (ii) review the investment objectives of any investment you have chosen to ensure that it meets your financial needs; and
  - (iii) if you invest in exempt market securities and/or publicly traded shares or bonds, obtain a prospectus, offering memorandum or other prescribed documentation describing the investment prior to or at the time you make your investment.
- (d) I understand if I have any questions or doubts about a particular investment, it is my sole responsibility to obtain independent advice from a qualified professional. Olympia will execute any order it receives from me without making any inquiries in connection with the suitability of the investment.
- (e) I understand that Olympia has the right to reject an order if the proper documentation is not in place or if the investment is not eligible.
- (f) Once my application is approved, Olympia may send me additional agreements and/or disclosures, depending upon the type of Plan I have selected and I agree to be bound by these agreements.
- (g) I understand that Olympia is a non-deposit taking Trust Company. Any cash held in trust is non-interest bearing.
- (h) I understand that I am responsible for all commissions and fees as outlined in the Olympia Fee Schedule. In addition, I understand that Olympia can sell securities in my Plan or otherwise deduct from my Plan any amounts owing to them.
- (i) I understand that it is my responsibility to notify Olympia in writing of any errors or omissions within the time limits specified on the account statements or other notices.
- (j) I acknowledge that I will advise Olympia of any changes to my Plan.
- (k) I acknowledge that I must advise Olympia if I cease to be a resident of Canada.
- (l) I understand that I may be liable for certain tax consequences arising in connection with a non-compliant qualifying arrangement.
- (m) I understand that a late payment charge of 2% per month will apply to any overdraft amount not paid to Olympia by March 1<sup>st</sup> of each year.
- (n) I hereby acknowledge and agree that all telephone calls to and from Olympia may be recorded for training purposes. By recording the telephone calls, Olympia may collect personal information about me. I hereby consent to Olympia recording all telephone calls for training purposes.

King Chi Jung

Annuitant Name (print)

X

Annuitant Signature

September 30, 2019

Date (mm/dd/yyyy)

Authorized Olympia Trust Company Signing Officer:

Date (mm/dd/yyyy)

**Privacy Notice**

At Olympia Trust Company, we take privacy seriously. In providing services to you, we receive non-public, personal information about you. We receive this information through transactions we perform for you and may also receive information about you by virtue of your transactions with affiliates of Olympia Trust Company or other parties. Olympia Trust Company is committed to respecting and protecting the confidentiality of your personal information and the safeguarding of all personal information entrusted to us. We have prepared a Privacy Policy to tell you more about how we protect your personal information. It is available on our website at [www.olympiatrust.com](http://www.olympiatrust.com).

2200, 125 - 9 Avenue SE, Calgary, AB T2G 0P6  
 Mailing address: PO Box 2581, STN Central, Calgary, AB T2P 1C8  
 Email: [rrspinfo@olympiatrust.com](mailto:rrspinfo@olympiatrust.com)  
[www.olympiatrust.com](http://www.olympiatrust.com)  
 Application - Registered Plans

Phone: 403.770.0001  
 Toll Free: 1.877.565.0001  
 Fax: 403.776.8679



# TRANSFER AUTHORIZATION FORM

Registered, TFSA, and Corporate/Individual/Joint Accounts  
Registered Plans & TFSA Division

<b>1. Client Identification</b>	<p>Hung <span style="float: right;">King Chi</span></p> <p>Last Name <span style="float: right;">First Name</span> <span style="float: right;">Middle Initial</span></p> <hr/> <p>9211 Jaskow Place</p> <p>Street Address</p> <p>Richmond <span style="float: right;">BC</span> <span style="float: right;">V7E 5S4</span></p> <p>City <span style="float: right;">Province</span> <span style="float: right;">Postal Code</span></p> <hr/> <p>Social Insurance Number <span style="float: right;">Residence Telephone Number</span> <span style="float: right;">Business Telephone Number</span></p>																		
<b>2. Receiving Institution Information</b>	<p><b>Olympia Trust Company</b></p> <p><i>Courier Address:</i> 2200, 125 – 9<sup>th</sup> Avenue S.E. Calgary, Alberta T2G 0P6 <span style="float: right;"><i>Mailing Address:</i> PO Box 2581, STN Central, Calgary, Alberta T2P 1C8</span></p> <p><i>Telephone:</i> 403.770.0001 <i>Toll Free:</i> 1.877.565.0001 <span style="float: right;"><i>Fax:</i> 403.668.8317</span></p> <p>Olympia Contact Name _____ Client Account Number _____</p>																		
For use by Mutual Fund Dealing Representative Only	<p>Name of Dealer _____</p> <p>Name of Mutual Fund Dealing Representative _____ Mutual Fund Dealing Representative Number _____</p> <p><b>Transfer of Mutual Funds:</b> Canadian Transfers of Mutual Funds INTERMEDIARY CODE: OLYM <i>NOTE: Olympia Trust Company cannot accept Mutual Funds payable in US dollars. The transfer of mutual funds to Individual or Corporate (non-registered) accounts is not permitted.</i></p>																		
Account Type	<table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Corporate (Non-Registered)**</td> <td><input type="checkbox"/> LIRA</td> <td><input type="checkbox"/> RRSP Spousal</td> <td><input type="checkbox"/> Prescribed RIF</td> </tr> <tr> <td><input type="checkbox"/> Individual (Non-Registered)**</td> <td><input type="checkbox"/> LRSP</td> <td><input type="checkbox"/> LIF</td> <td><input type="checkbox"/> RLIF</td> </tr> <tr> <td><input type="checkbox"/> Joint (Non-Registered)**</td> <td><input type="checkbox"/> RLSP</td> <td><input type="checkbox"/> LRIF</td> <td><input type="checkbox"/> RRIF</td> </tr> <tr> <td><input type="checkbox"/> TFSA</td> <td><input type="checkbox"/> RRSP</td> <td><input type="checkbox"/> NEW LIF</td> <td><input type="checkbox"/> RRIF Spousal</td> </tr> </table>			<input type="checkbox"/> Corporate (Non-Registered)**	<input type="checkbox"/> LIRA	<input type="checkbox"/> RRSP Spousal	<input type="checkbox"/> Prescribed RIF	<input type="checkbox"/> Individual (Non-Registered)**	<input type="checkbox"/> LRSP	<input type="checkbox"/> LIF	<input type="checkbox"/> RLIF	<input type="checkbox"/> Joint (Non-Registered)**	<input type="checkbox"/> RLSP	<input type="checkbox"/> LRIF	<input type="checkbox"/> RRIF	<input type="checkbox"/> TFSA	<input type="checkbox"/> RRSP	<input type="checkbox"/> NEW LIF	<input type="checkbox"/> RRIF Spousal
<input type="checkbox"/> Corporate (Non-Registered)**	<input type="checkbox"/> LIRA	<input type="checkbox"/> RRSP Spousal	<input type="checkbox"/> Prescribed RIF																
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<input type="checkbox"/> TFSA	<input type="checkbox"/> RRSP	<input type="checkbox"/> NEW LIF	<input type="checkbox"/> RRIF Spousal																
For Locked-in Plan Use Only New Brunswick Registration #: NBC0599 Olympia does not hold PEI Legislated plans	<p><b>Locked-in Plan Transfer Acknowledgement</b> Olympia Trust Company acknowledges that all locked-in funds from the registered plan noted in the Client Direction to Relinquishing Institution section below, will be transferred to the registered plan type noted and will continue to be administered in accordance with the governing pension legislation or contractual conditions of:</p> <p>Any subsequent transfer of these locked-in funds to another trustee or financial institution will be made only to another registered plan which must continue to be administered in accordance with legislation of the jurisdiction noted. No transfer of locked-in funds will be permitted unless the receiving plan is appropriately registered and in compliance with the applicable pension legislation regulations and the <i>Income Tax Act</i> (Canada). Olympia appears on the Superintendent's List of Financial Institutions authorized to administer funds in the Jurisdiction noted.</p> <p style="text-align: center;"> <span style="margin-right: 100px;">Governing Legislation</span> <span style="margin-right: 100px;">Olympia Trust Company</span> <span>Date</span>  <span style="margin-right: 100px;"><i>(province or territory – specify)</i></span> <span style="margin-right: 100px;">Authorized Signatory</span> </p>																		
<b>3. Client Direction to Relinquishing Institution</b>	<p>Relinquishing Institution Name _____</p> <p>Address _____ City _____ Province _____ Postal Code _____</p> <p>Client Account / Policy Number: _____</p>																		



# TRANSFER AUTHORIZATION FORM

Registered, TFSA, and Corporate/Individual/Joint Accounts  
Registered Plans & TFSA Division

<b>4. Transfer Instructions</b>	<b>Transfer the following:</b> <i>(Choose ONE of the four options)</i>					1) <input type="checkbox"/> Full Account Transfer - In-Cash (Liquidate All Assets) 2) <input type="checkbox"/> Full Account Transfer - In-Kind (Transfer All Assets and Cash <u>AS IS</u> ) 3) <input type="checkbox"/> Partial Account Transfer - Cash Balance Only 4) <input type="checkbox"/> Partial Account Transfer - In-Cash and/or In-Kind <i>as per the below</i> <i>(Please include a signed asset list if additional space is required)</i>
<b>NOTE: Olympia Trust Company must be advised of any in-kind deliveries prior to the transfer being set up.</b>	<b>Choose One</b>		<b>Identify ONE of the below options</b>			Fund Number or Stock Name
	In-Cash	In-Kind	\$ Amount (NET)	# of Shares/Units	ALL	
			\$			
			\$			
			\$			
			\$			
<b>Transfer of Publicly Traded Securities:</b> <u>Canadian Transfers of Registered Investments</u> FINS # 7815 CUID: QTRD ACCT # Q5KSAGHA DTC: 5009 <u>Canadian Transfers of non-Registered Investments</u> FINS # 7815 CUID: QTRD ACCT # Q5K5AJ1A DTC: 5009						
<b>5. Client Authorization</b>	i) I hereby request the transfer of my investment(s) as described above. ii) I understand it is my sole responsibility to ensure this form has been completed accurately and in full. Any omissions or errors may result in delays due to the rejection of the transfer by the other institution. iii) Where I have requested to transfer in cash, I authorize the liquidation of all or part of my investments and agree to pay any applicable fees, charges or adjustments. iv) I understand all funds received in a non-Canadian currency will be converted into Canadian currency at the rate actually received by Olympia when such conversion occurs. <input type="checkbox"/> I confirm I have attached a recent statement from the relinquishing institution named above.					<b>SIGNATURE GUARANTEED AND CERTIFIED TRUE COPY</b>  <b>Olympia Trust Company</b> <i>Authorized Signatory</i>
<b>E-Mail Address:</b> _____ <i>(Olympia will email you directly upon receipt of the funds)</i> <input type="checkbox"/> I hereby authorize the relinquishing institution listed in Section 3 of this Transfer Authorization Form to disclose any/all information regarding this transfer request to Olympia Trust Company.						
<b>Date:</b> <u>September 30, 2019</u> <b>Signature of Client:</b> X <b>Full Name of Client (printed)</b> <u>King Chi Hung</u>						
<b>6. For Use By Relinquishing Institution</b>	Plan Type: <input type="checkbox"/> Corporate (Non-Registered) <input type="checkbox"/> LIRA <input type="checkbox"/> LIF <input type="checkbox"/> Prescribed RIF <input type="checkbox"/> Individual (Non-Registered) <input type="checkbox"/> LRSP <input type="checkbox"/> LRIF <input type="checkbox"/> RIF (Qualified) <input type="checkbox"/> Joint (Non-Registered) <input type="checkbox"/> RLSP <input type="checkbox"/> NEW LIF <input type="checkbox"/> RIF (Non-Qualified) <input type="checkbox"/> TFSA <input type="checkbox"/> RRSF <input type="checkbox"/> RLIF					
Spousal Plan: <input type="checkbox"/> No <input type="checkbox"/> Yes		Spousal Information: Last Name _____ First Name _____ SIN _____				
Locked in Funds: <input type="checkbox"/> No <input type="checkbox"/> Yes		Locked in Funds \$ _____ Governing Legislation _____				
Contact Name _____		Telephone number _____		Fax number _____		
Authorized Signature _____				Amount Transferred \$ _____		

Privacy Notice: At Olympia Trust Company, we take privacy seriously. In providing services to you, we receive non-public, personal information about you. We receive this information through transactions we perform for you and may also receive information about you by virtue of your transactions with affiliates of Olympia Trust Company or other parties. Olympia Trust Company is committed to respecting and protecting the confidentiality of your personal information and the safeguarding of all personal information entrusted to us. We have prepared a Privacy Policy to tell you more about how we protect your personal information. It is available on our website at [www.olympiustrust.com](http://www.olympiustrust.com).

COURT FILE  
NUMBER

COURT

COURT OF QUEEN'S BENCH  
OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFFS

CANTECH OILFIELD EQUIPMENT  
LTD., CELINA CAI XING LUO, HUI  
YANG XU, CHRISTINE YIN HUI, FANG  
YANG, KING CHI HUNG, CHUNG YIN  
SIU, BAO JING MA, SING LIM YEO,  
YEE KEN YEO, HON HING CHOI  
CHAN, JOY LING CHAN, QIN LU,  
DAOJING FINANCIAL CONSULTING  
LTD., MAGGIE TING HON, ROYAL  
GREENLAND COMMUNITY LTD., KA  
FAI PUI, NYUK JIN HUI, KAI WAH HUI,  
and BENJAMIN JOSHUA HUI

DEFENDANTS

ROXDALE GARDENS LTD., ROHIT  
SETHI also known as ROY SETHI, ROHIT  
SETHI by and through his trustee  
MELANIE J. LEIGH, YUVRAJ VERMA,  
YUVRAJ VERMA by and through his  
trustee MELANIE J. LEIGH, VIKAS  
KWATRA, and VIKAS KWATRA by and  
through his trustee MELANIE J. LEIGH

DOCUMENT

**AFFIDAVIT**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

**Fasken Martineau DuMoulin LLP**

Barristers and Solicitors  
3400 First Canadian Centre  
350 – 7<sup>th</sup> Avenue SW  
Calgary, Alberta T2P 3N9

**Lawyer: Darren Reed/Jo Colledge-Miller**

Phone Number: 403-261-6152/403-261-5356  
Email: dreed@fasken.com/  
jcolledgemiller@fasken.com  
File Number: 325601.00001

Clerk's Stamp

## AFFIDAVIT OF KING CHI HUNG

Affirmed on April 26, 2021

I, King Chi Hung, of the city of Richmond, in the province of British Columbia, AFFIRM AND SAY THAT:

1. I am a Plaintiff in this action, as such I have knowledge of the facts and matters stated herein, except where stated to be based upon information and belief, in which case I believe that information to be true.
2. I have reviewed the Affidavit of Guoqiang (George) Hu, sworn April 26, 2021 (the "**George Hu Affidavit**"). I adopt and repeat the evidence and defined terms contained in the George Hu Affidavit at paragraphs 3-35, 42, 43, 45-47, 53, 55, 57, 58, 61-64, 66-77, 79-84, 87, 88 and 90-93.
3. Capitalized terms not otherwise defined herein have the same meaning used in the George Hu Affidavit.

### *Investment in Roxdale*

4. I am an independent realtor at Royal Pacific Realty in Vancouver, British Columbia. I understand that the Former Directors asked the Royal Pacific Realty marketing team for assistance in finding potential investors to invest in Roxdale. I became aware of the Project through my involvement with Royal Pacific Realty.
5. The Project was presented to me by the Defendant, Mr. Verma, one of the Former Directors, as well as other employees of Roxdale, as a lucrative residential real estate investment opportunity.
6. I received a package of materials related to the Project and was shown a PowerPoint presentation on the Project on September 16, 2019 at Royal Pacific Realty's office in Vancouver to persuade me to invest in the Project. Attached as **Exhibit "A"** is a copy of this PowerPoint presentation.



7. Roxdale made numerous express or implied representations in the Promotional Materials and otherwise, including that:
  - (a) I would be paid annual dividends;
  - (b) A percentage of the funds the Preferred Shareholders and I invested would be sequestered in a trust account with counsel for the corporation (the “**Escrow Funds**”);
  - (c) The Escrow Funds would be solely used to pay dividends to the Preferred Shareholders;
  - (d) My investment would be returned after three years;
  - (e) The investment by the subscribers of preferred shares of Roxdale be used to develop the Lands;
  - (f) The investment by the subscribers of preferred shares of would be sufficient to develop the Lands; and,
  - (g) My investment would be collateralized by the caveat registered against the Lands.
8. In reliance upon the above-noted representations by the Former Directors, I purchased 12 Class C preferred shares of Roxdale on December 13, 2019.
9. I invested \$120,000 into Roxdale.
10. Upon subscribing for shares of Roxdale, I executed the terms and conditions for Class C Preferred Shares of Roxdale (the “**Subscription Agreement**”) which provided, among other terms, that:
  - (a) Class C Preferred Shares and Class D Preferred Shares would carry no voting rights;
  - (b) Class C preferred shares were expected to receive dividends of half of the net profits received by the Corporation from the Development, being comprised of the revenue generated from the Development, less any applicable administrative,



operating and tax expenses incurred in connection with operating the Development (including, without limitation, all income and property taxes, management fees, accounting costs, legal fees, etc.)

- (c) An amount equal to the total expected dividends to be paid to preferred shareholders would be held in an escrow account with counsel for Roxdale and be used solely towards paying dividends on the preferred shares;
  - (d) Roxdale would use funds raised through the sale of preferred shares for any purpose deemed to be in the interest of Roxdale at the sole discretion of the Former Directors, including, without limitation, developing the Lands; and,
  - (e) All preferred shares shall be redeemed on or about August 1, 2022.
11. Attached hereto and marked as **Exhibit "B"** is a copy of the Subscription Agreement I executed on September 30, 2019, including an addendum which specified that Roxdale would register a caveat against the Lands pursuant to the beneficial interest of the preferred shareholders of Roxdale (the "**Caveat Addendum**"), which I understood included me.
  12. In addition to the Caveat Addendum, my Subscription Agreement also included a second addendum which provided that the corporation would advance dividends of \$18,000.00 per year for three (3) years to me (the "**Dividend Guarantee Addendum**"). A copy of the Dividend Guarantee Addendum is included as part of Exhibit "B".
  13. The Dividend Guarantee Addendum was offered to me as part of the package of materials I received from Roxdale and I signed it at the same time that I executed the Subscription Agreement and the Caveat Addendum. I have never received a copy of these documents that Roxdale signed.
  14. In addition to the representations listed at paragraph 6 above, I invested in Roxdale because Roxdale and the Former Directors represented to me that I was guaranteed to receive at least \$54,000.00 in dividends over three years.



*Roxdale's Failure to Pay Dividends*

- 15. Pursuant to the Subscription Agreement and the Dividend Guarantee Addendum, I expected to receive dividends from Roxdale in the amount of \$18,000.00 per year.
- 16. As previously described, I understood that the dividends would be paid out of the Escrow Funds, which were specifically set aside to ensure that there would be sufficient funds to pay out dividends to preferred shareholders.
- 17. Despite the express terms of the Subscription Agreement and the Dividend Guarantee Addendum, I have not received any dividend payment from Roxdale.
- 18. I make this Affidavit in support of the Plaintiffs' application for an order appointing a receiver-manager for Roxdale.

**CERTIFICATE OF COMMISSIONER FOR OATHS**

The undersigned Commissioner for Oaths and Notary Public certifies that the enclosed Affidavit was declared utilizing video technology following the process described in the Court of Queen's Bench of Alberta Notice to the Profession and Public *RE: Remote Commissioning of Affidavits for Use in Civil and Family Proceedings During the COVID-19 Pandemic* dated March 25, 2020 for remote commissioning of affidavits. The undersigned is satisfied that the process was necessary because it was impossible or unsafe, for medical reasons, for the deponent of the affidavit to be physically present with a Notary Public.

AFFIRMED BEFORE ME at Richmond, )  
British Columbia, this 26<sup>th</sup> day of April, )  
2021. )  
)  
)  
)  
)  
)  
)

\_\_\_\_\_  
A Notary Public in and for the Province of )  
Alberta )  
Being a Solicitor )  
My appointment expires: )

\_\_\_\_\_  
King Chi Hung



THIS IS EXHIBIT "A"

Referred to in the Affidavit of

**King Chi Hung** sworn before me this \_\_\_\_

day of April 2021

---

A Notary Public in and for the Province of  
Alberta

Being a Solicitor

My appointment expires:





**ROXDALE**  
GARDENS



 **CANCOMR**  
CORPORATION



# THE TEAM



**Yuvraj Verma, Co-Founder**

- For past 13 years, Yuvraj has been focused on educating investors and families about the exciting opportunities available in the Alberta market, specifically in the Edmonton International Corridor.
- He recognizes that success is built on profitability and growth and works with our clients to ensure that these opportunities are found.



**Vikaas K Kwatra, Co-Founder**

- Over 13 years of progressive, professional management experience in real estate and custom home building
- Involved in the planning and development of over 6 million square feet of commercial and residential properties.



**Rohit Sethi, Co-Founder**

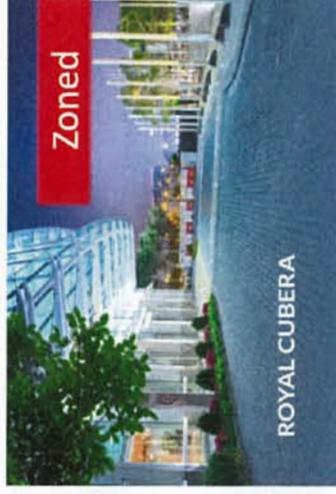
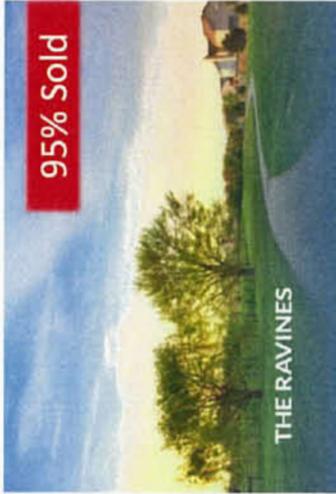
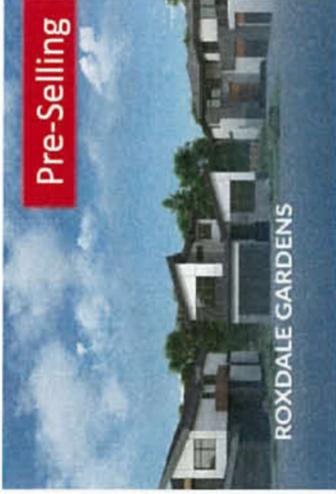
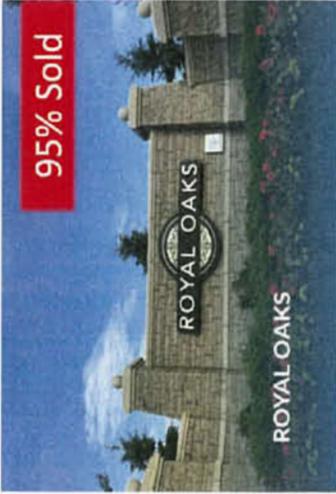
- Throughout his career in real estate as a land developer, he has been known for making strong connections between places and people.
- Mentors a robust team of professionals in all aspects of planning, engineering, and execution of several major residential and commercial land development projects.



## What Makes Us Different

- CancomR Corporation was founded in 2006
- The belief that everyone should have Real Estate as a piece of their portfolio.
- A desire to make Real Estate approachable to investors and families alike.
- The ability to see gaps in the market that other developers will not address.
- Research and team are a part of our mandate.





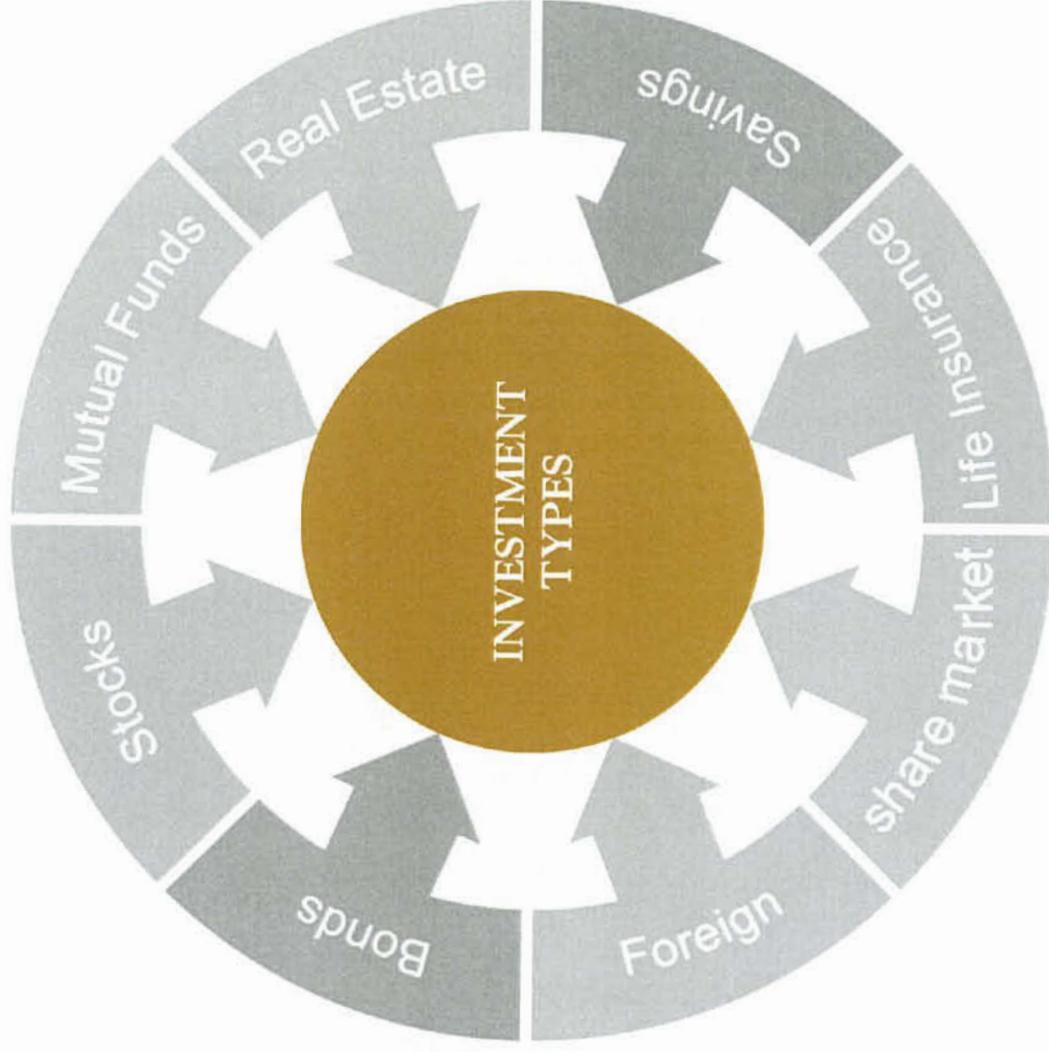
- Residential Development
- Commercial/ Retail Development
- Industrial Development
- Land Assembly

## PAST PROJECT SUCCESSES



## TYPES OF INVESTMENT

- The Stock Market
- Mutual Funds
- Crypto and foreign exchange offers a higher risk / high reward portfolio item
- Bonds offer around a 1.5% annual return
- Ability to put money into your own business.
- Real estate helps to round out any portfolio.



# TYPES OF REAL ESTATE INVESTMENT



Residential, commercial/retail & industrial properties purchased for the purposes of producing income.



Buy land and hold for 10+ years. Prepare for land assembly and development of the land.



Residential, commercial/retail & industrial developments designed for creating capital growth.



## GAPS IN THE MARKET

### WHY INTEREST IN RESIDENTIAL LOTS IS SO HIGH?

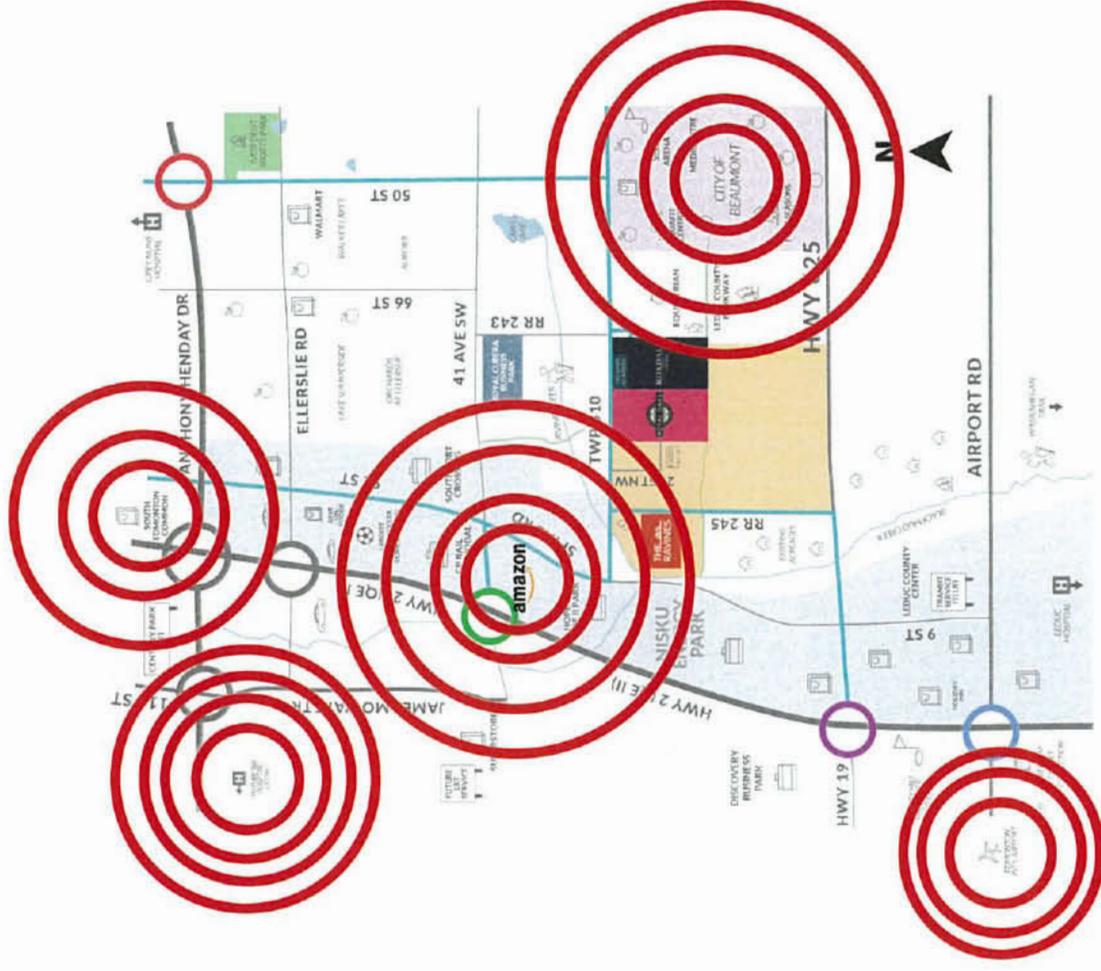
- Hard to find lots directly from the developer.
- Population growth and single families have put lots in high demand.
- Freedom to choose your own builder.
- Large lots are becoming extinct with recent urban sprawl initiatives.

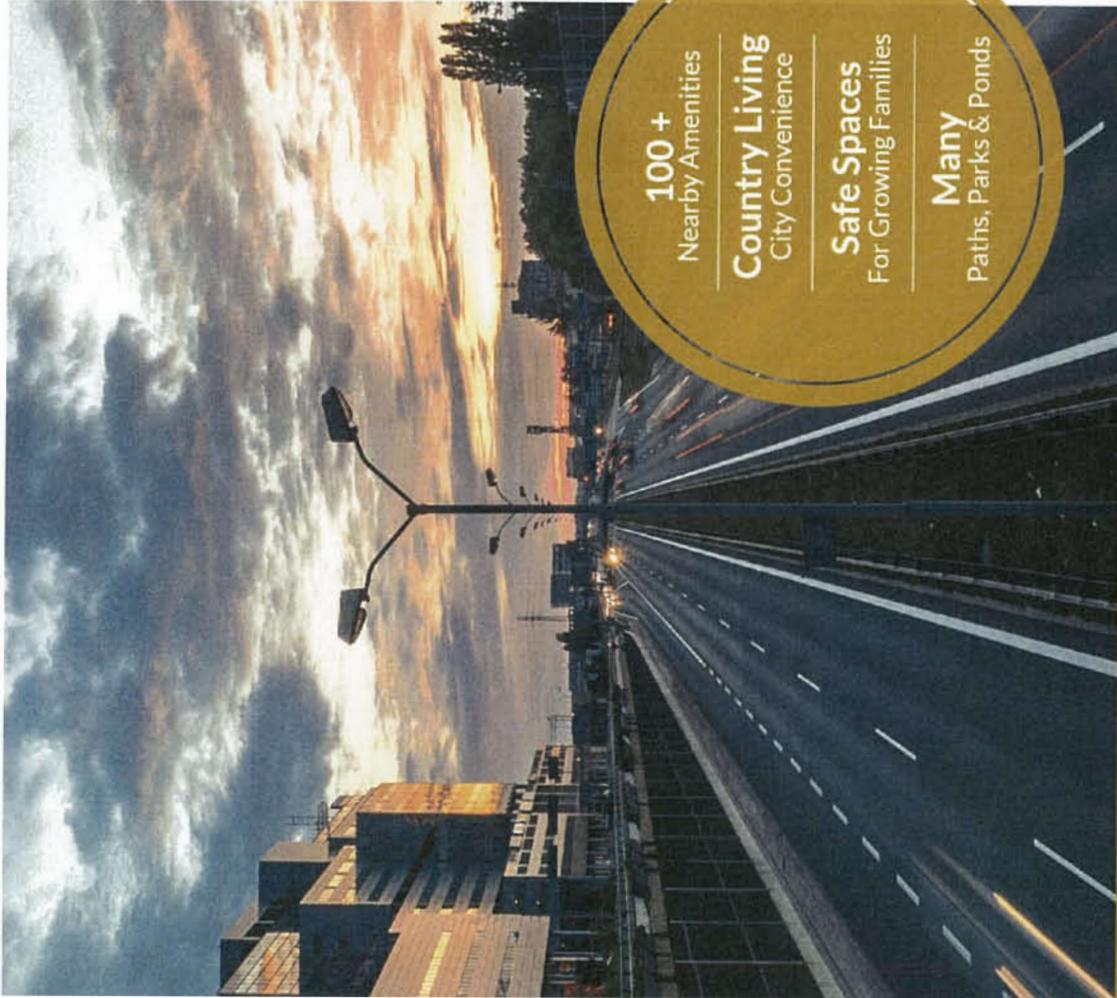


## THE RIPPLE EFFECT

In addition to Amazon and the Edmonton International Airport, other employment and real estate ripples fill the corridor.

- South Edmonton Common is a retail power center and one of the largest open-air retail developments in North America.
- Ford Motors recently built a 400,000 square foot warehouse and distribution center worth \$45M.
- Hempco is moving their headquarters to the EIC, where they've invested \$25M in a new state-of-the-art hemp processing facility.
- Southport Business Park, currently being developed by Bentall Kennedy, will feature 140-acres, 11 buildings, and 2 million square feet of premier industrial space.





**100 +**

Nearby Amenities

**Country Living**

City Convenience

**Safe Spaces**

For Growing Families

**Many**

Paths, Parks & Ponds



# EDMONTON INTERNATIONAL CORRIDOR

- The Edmonton International Corridor stretches across the ridge of south Edmonton.
- This once vast expanse of undeveloped land is rapidly becoming a symbol of Edmonton's growth and international influence.
- We can expect to see notable international players in the region as early as 2019.
- Leading international investors in the area include Sun Life Financial, One Properties, Amazon and Ford.





MEDICAL CARE

3 major hospitals are just 15 minutes from Roxdale Gardens community.

The Ellerslie hospital is set to open in 2026.



TRAVEL

The Aerotropolis project is well underway in bringing major attractions to the Edmonton International Airport region.



ENTERTAINMENT

South Edmonton Common has attracted recent investment from exclusive brands like Nordstrom Rack.





## NISKU ENERGY PARK

- The biggest energy park in Canada.
- Nisku brings billions of dollars to the table in the Edmonton International Corridor.
- Nisku Business Park is home to over 500 companies.
- Recent increase in manufacturing, and service industries have given the park a broader industrial base.
- Energy, manufacturing and service industries in Nisku compliment each other on a daily basis.



Zoned

ROYAL CUBERA  
BUSINESS  
PARK

SOLD



THE SHOPS  
AT ROXDALE

ROXDALE  
GARDENS

Pre-Selling

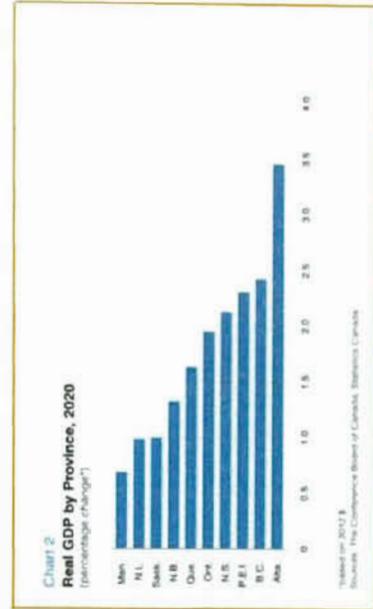
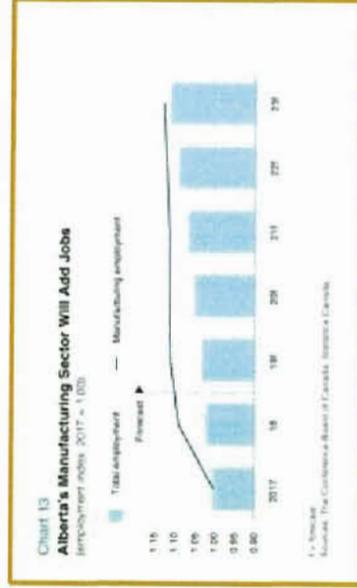
SOLD

THE  
RAVINES

A handwritten signature in blue ink, located in the bottom right corner of the page.

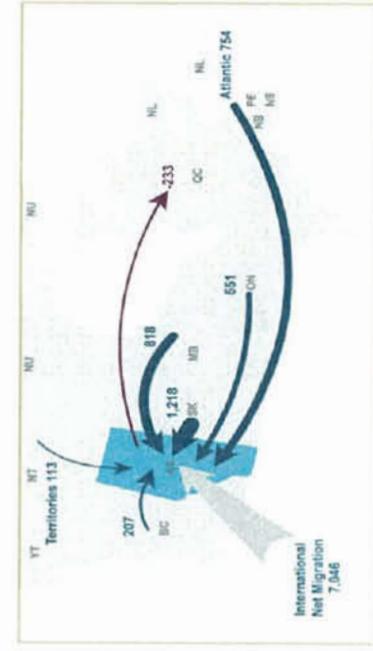
# WHY ALBERTA?

- A gain of 8.8 per cent in the manufacturing sector – partly driven by ramped up production at the new Sturgeon Refinery near Edmonton.
- Alberta's manufacturing sector is likely to add more jobs in coming years.



- In 2020, Alberta is predicted to surge to first place – at 3.5 per cent – from last place among the provinces in terms of economic growth.
- Investment is expected to accelerate in 2020 as production cuts are lifted and clean power initiatives are implemented.

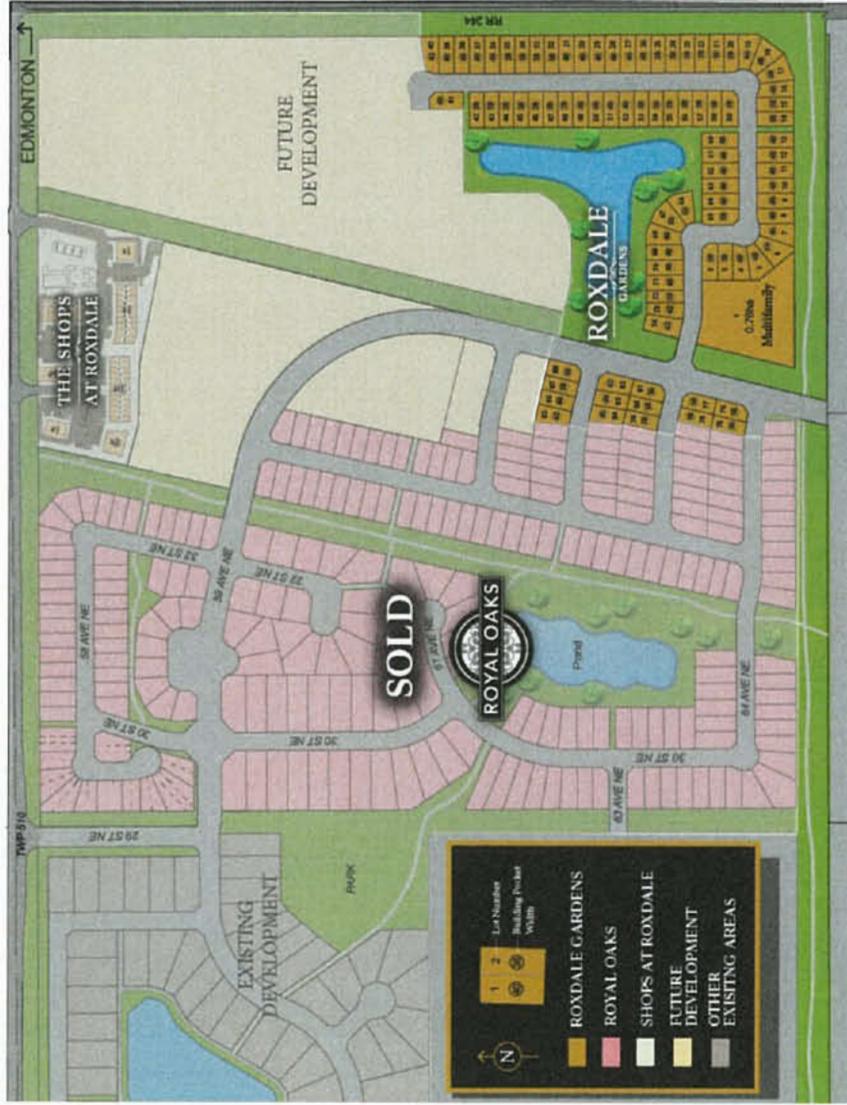
- By 2046 that is an increase of roughly 2.3 million people from 2018
- Population will have an average age of 41.2 years, up from 38.0 years in 2018



Source: Edmonton city news/economic-diversification



# ROXDALE GARDENS PROJECT OVERVIEW



- Number of Lots: 87
- Number of Acres: 23
- Residual Land: 1.8 Acres
- Development Completion: Q2 2022
- Roxdale Gardens will be an ideal community for families.
- Each lot is just steps away from a beautiful pond, park and community common area.
- The NOP is already approved by Leduc County for Roxdale Gardens residential neighbourhood.



# WHAT IS BEING OFFERED TODAY

## PREFERRED SHARES

### OPTION 1

Amount of Investment

- 15% Dividend per Annum
- Be Part of an Exciting Project
- Investment Returned at the End of 3 Years

Timeline

### OPTION 2

\$250,000

3 Years

- 15% Dividend per Annum
- Option to Buy a Lot in Roxdale Gardens for Today's Pricing
- Pay the Balance of the Lot Price at Closing



**BEFORE DEVELOPMENT**

Total Land Size = 23 Acres

**AFTER DEVELOPMENT**

87 LOTS + 1.8 Acres  
Multi-Family site

**MINIMUM INVESTMENT**

**\$250,000**

APPRAISED AT  
\$7.25 MILLION

Lawyers Trust  
Account  
TO PAY DIVIDEND

REVENUE  
\$28 M - \$29 M

Pays off mortgage  
on the land

Earn 15% divided per  
annum = \$37,500

Preferred shareholders  
to have caveat on land

Term Ends  
August 2022

45%

55%

**ONLY 40 SPOTS AVAILABLE**

# SUMMARY OF PRESENTATION

- We are offering 2 preferred share options today.
- Roxdale Gardens will build on the success we have had on other projects.
- Our experienced sales and marketing team will pre-sell the Roxdale Gardens lots in the same fashion we did for Royal Oaks and The Ravines.
- Roxdale Gardens meets demand in the Edmonton region by filling gaps in the market, such as buying a lot directly from the developer and the massive demand for large lots.



\*Disclaimer: This is not an offering or solicitation for investment. This document has been prepared by CancomR Corporation for informational purposes and is subject to errors and omissions. CancomR Corporation makes no guarantees, representations or warranties of any kind expressed or implied regarding the information included in this document. Contact a CancomR Representative for the most up to date information.



info@cancomrcorp.com • Tel: (780) 461 - 7599 • Fax: (780) 699 - 5687  
#20 3908 97 Street • Edmonton, AB T6E 6N2 • www.cancomrcorp.com



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@CancomRCorp

A handwritten signature in blue ink, appearing to be the initials "R" or "R." followed by a flourish.

## SOURCES

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- <https://edmontonjournal.com/opinion/columnists/elise-stolte-edmonton-region-to-say-no-more-drawing-a-line-on-sprawl>
- <https://edmontonjournal.com/business/commercial-real-estate/not-just-flights-airport-city-about-to-reach-milestone-in-new-development>
- [https://www.thestar.com/sponsored\\_sections/movingforward/2019/07/31/market-adapts-to-trend-in-multi-generational-living.html](https://www.thestar.com/sponsored_sections/movingforward/2019/07/31/market-adapts-to-trend-in-multi-generational-living.html)
- <https://www.alberta.ca/population-statistics.aspx>



## SOURCES

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- <https://www.atb.com/learn/economics/the-owl/Pages/recovery-and-growth-in-2018-and-2019.aspx>
- <https://edmonton.citynews.ca/2018/12/04/economic-diversification-for-alberta-is-easier-said-than-done-economist/>
- <https://www.transmountain.com/news/2016/your-top-5-questions-on-the-economic-benefits-of-the-expansion-project>
- <https://www.alberta.ca/population-statistics.aspx>



THIS IS EXHIBIT "B"

Referred to in the Affidavit of

**King Chi Hung** sworn before me this \_\_\_\_  
day of April 2021

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A Notary Public in and for the Province of  
Alberta  
Being a Solicitor  
My appointment expires:





**TERMS AND CONDITIONS OF SUBSCRIPTION  
FOR CLASS C PREFERRED SHARES OF ROXDALE GARDENS LTD.**

**Terms of the Offering**

1. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that this subscription is subject to rejection or allotment by the Corporation in whole or in part at any time.
2. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that:
  - (a) the Class C Preferred Shares subscribed for by it hereunder form part of a larger issuance and sale by the Corporation of up to 1,000 Class C Preferred Shares, Class "D" Preferred Shares ("**Class D Preferred Shares**") and Class "E" Preferred Shares ("**Class E Preferred Shares**") and collectively with the Class C Preferred Shares and the Class D Preferred Shares, the "**Preferred Shares**") for gross proceeds of up to \$10 million, or such other amount as the Corporation may determine in its sole discretion (the "**Offering**"), it being acknowledged and agreed that the Corporation shall have full discretion to determine the number and amounts of Preferred Shares which may be issued pursuant to the Offering;
  - (b) the Class C Preferred Shares shall not carry the right to vote at any meeting of the shareholders of the Corporation, are redeemable at the option of the Corporation, are expected to receive dividends equal to half of the Net Profits (as defined below), and will otherwise carry the terms and conditions as set forth in the articles of the Corporation, a copy of which the Subscriber acknowledges reviewing or having had the opportunity to review prior to entering into this Subscription Agreement;
  - (c) the Class D Preferred Shares shall not carry the right to vote at any meeting of the shareholders of the Corporation, are redeemable at the option of the Corporation, are expected to receive dividends of 15% per annum, are not entitled to any of the Net Profits (as defined below), and will otherwise carry the terms and conditions as set forth in the articles of the Corporation, a copy of which the Subscriber acknowledges reviewing or having had the opportunity to review prior to entering into this Subscription Agreement;
  - (d) the Class E Preferred Shares are issuable in series, shall not carry the right to vote at any meeting of the shareholders of the Corporation, are redeemable at the option of the Corporation, are expected to receive dividends of 8% per annum and are entitled to one quarter (1/4) of the Net Profits (as defined below), and will otherwise carry the terms and conditions as set forth in the articles of the Corporation, a copy of which the Subscriber acknowledges reviewing or having had the opportunity to review prior to entering into this Subscription Agreement;
  - (e) the Offering is not subject to any minimum subscription level, and therefore, any funds invested are available to the Corporation and will be paid to the Corporation on the Closing Date (as defined herein) and need not be refunded to the Subscriber unless the Closing Date does not occur on or before December 31, 2019, or such other date as the Corporation may determine in its sole discretion;
  - (f) an amount equal to the total expected dividends to be paid hereunder for the entire term until redemption, which is expected to be three years from the date of this Subscription Agreement, will be retained in an escrow account with counsel to the Corporation to be used towards paying the dividends on the Preferred Shares on an annual basis as more particularly described herein;
  - (g) if the Closing Date does not occur on or before December 31, 2019, or such other date as may be determined by the Corporation in its sole discretion, or in the event that the Corporation rejects the Subscription, the subscription proceeds will be promptly returned to the Subscriber, without deduction or interest on the amounts invested;
  - (h) the minimum subscription amount per subscriber is one (1) share or \$10,000;
  - (i) proceeds from the Offering may be used for any purpose deemed to be in the best interests of the Corporation at the sole discretion of the Board of the Directors of the Corporation, including, without limitation, developing the land legally described as Lots 3 and 4, Block 1, Plan 182 1856 in Leduc County, Alberta comprising both land and a proposed residential development of approximately 24 acres (the "**Development**") and possibly entering into a joint venture or other form of corporate relationship with a corporation which may or may not be affiliated with the Corporation with respect to



the Development, it being currently anticipated that the proceeds from the Offering will be used first and foremost for paying out any mortgage or financing security registered against the lands which comprise the Development prior to any development occurring;

- (j) upon the completion of the Development, which the Corporation expects to be by approximately August 1, 2022 but which date is subject to change, subscribers for Class C Preferred Shares will be entitled to receive half of the net profits received by the Corporation from the Development, being comprised of the revenue generated from the Development, less any applicable administrative, operating and tax expenses incurred in connection with operating the Development (including, without limitation, all income and property taxes, management fees, accounting costs, legal fees, etc.) (collectively, the "Net Profits"), such Net Profits to be issued to the holders of the Class C Preferred Shares as a dividend or such other form of payment as will result in the most tax efficient distribution of the Net Profits for both the Corporation and the Subscriber on a pro rata basis in accordance with their holdings of such preferred shares in the capital of the Corporation. For greater certainty, and notwithstanding the foregoing, the Subscriber shall be entitled to receive an annualized return of not less than 6% on their investment from the Corporation and the Corporation shall be entitled to receive an annualized return of the next 6% once the Subscriber has received the first 6% return on investment and once the Development generates an annualized return of 12% or greater, the Net Profits shall be shared equally between the Corporation and the Subscriber;
- (k) following the payment of the Net Profits as set forth herein, the Corporation will be redeeming all of the Preferred Shares, such redemption to occur on or about August 1, 2022 upon completion of the Development;
- (l) the Corporation may, from time to time, in its sole discretion, make advances to the Subscriber of the dividends to which the Subscriber is entitled hereunder upon completion of the Development. Such advances may be deducted and set off against the dividends that the Subscriber is ultimately entitled to hereunder at the time of the payment of same; and
- (m) the Subscriber is hereby granted an option to purchase one or more lots which comprise the Development, such option to be exercisable upon the completion of the Development, and the Subscriber hereby directs the Corporation to deduct from the principal amount to be paid hereunder to the Subscriber such sums as represent the purchase price of such lots and to set off such amounts against the monies owing hereunder to the Subscriber and to remit to the balance of such amount to the Subscriber as payment of all amounts owing hereunder. The choice of lot must be provided by the Subscriber to the Corporation along with this Subscription Agreement and the price shall for such lot or lots will be determined based on the purchase and sale agreement between the Subscriber and the Corporation or an affiliate thereof, a copy of such agreement to accompany this Subscription Agreement.

### **Representations, Warranties and Covenants by Subscriber**

3. The Subscriber (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) represents, warrants and covenants to the Corporation (and acknowledges that the Corporation, and its counsel, are relying thereon), both at the date hereof and at the Closing Time (as herein defined), that:

- (a) it has been independently advised as to restrictions with respect to trading in the Class C Preferred Shares imposed by applicable securities legislation in the jurisdiction in which it resides, confirms that no representation has been made to it by or on behalf the Corporation with respect thereto, acknowledges that it is aware of the characteristics of the Class C Preferred Shares, the risks relating to an investment therein and of the fact that it may not be able to resell the Class C Preferred Shares, except in accordance with limited exemptions under applicable securities legislation and regulatory policy until expiry of the applicable hold period and compliance with the other requirements of applicable law; and it agrees that any certificates representing the Class C Preferred Shares will bear a legend indicating that the resale of such securities is restricted; and
- (b) it has not received or been provided with, nor has it requested, nor does it have any need to receive, any offering memorandum, any prospectus, sales or advertising literature, or any other document (other than financial statements or any other document the content of which is prescribed by statute or regulation) describing or purporting to describe the business and affairs the Corporation which has been prepared for delivery to, and review by, prospective purchasers in order to assist it in making an investment decision in respect of the Class C Preferred Shares; and
- (c) it has not become aware of any advertisement in printed media of general and regular paid circulation (or other printed public media), radio, television or telecommunications or other form of advertisement (including electronic display such as the internet) with respect to the distribution of the Class C Preferred Shares; and

- (d) it is or is deemed to be purchasing the Class C Preferred Shares as principal for its own account or for the account of a disclosed principal, not for the benefit of any other person, for investment only and not with a view to the resale or distribution of all or any of the Class C Preferred Shares, it is resident in the jurisdiction set out as the "Subscriber's Address" on the face page hereof and, if the Subscriber is acting as agent for a disclosed principal, such disclosed principal is resident in the jurisdiction set forth in the Subscription Agreement as the "Principal's Address" of the principal, and it or the disclosed principal is a close personal friend of a director, executive officer, founder or control person of the Corporation and has described the details of that relationship in the Questionnaire attached as **Exhibit 1** or a close business associate of a director, executive officer, founder or control person of the Corporation and has described the details of that relationship in the Questionnaire attached as **Exhibit 1**, and
- (f) it acknowledges and certifies that:
- (i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Class C Preferred Shares; and
  - (ii) there is no government or other insurance covering the Class C Preferred Shares; and
  - (iii) there are risks associated with the purchase of the Class C Preferred Shares; and
  - (iv) there are restrictions on the Subscriber's ability to resell the Class C Preferred Shares and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them before selling the Class C Preferred Shares; and
  - (v) the Corporation has advised the Subscriber that the Corporation is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell securities through a person or company registered to sell securities under the *Securities Act* (Alberta) and other applicable securities laws and, as a consequence of acquiring Class C Preferred Shares pursuant to such exemption, certain protections, rights and remedies provided by the *Securities Act* (Alberta) and other applicable securities laws, including statutory rights of rescission or damages, will not be available to the Subscriber; and
  - (vi) the certificates representing the Class C Preferred Shares will be endorsed with a legend stating that the Class C Preferred Shares will be subject to restrictions on resale in accordance with applicable securities legislation; and
- (g) if it is a corporation, partnership, unincorporated association or other entity, it has the legal capacity to enter into and be bound by this Subscription Agreement and further certifies that all necessary approvals of directors, shareholders or otherwise have been given and obtained; and
- (h) this Subscription Agreement has been duly and validly authorized, executed and delivered by and constitutes a legal, valid, binding and enforceable obligation of the Subscriber; and
- (i) in the case of a subscription by it for Class C Preferred Shares acting as agent for a disclosed principal, it is duly authorized to execute and deliver this agreement and all other necessary documentation in connection with such subscription on behalf of such disclosed principal and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding agreement of, such disclosed principal; and
- (j) it has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment and is able to bear a decrease in the value of its investment and it, or, where not purchasing as principal, each disclosed principal is able to bear a decrease in the value of its investment; and
- (k) it has relied solely upon publicly available information relating to the Corporation and not upon any verbal or written representation as to fact or otherwise made by or on behalf the Corporation, such publicly available information having been delivered to the Subscriber without independent investigation or verification, and agrees that the Corporation and Corporation's counsel assume no responsibility or liability of any nature whatsoever for the accuracy, adequacy or completeness of the publicly available information or as to whether all information concerning the Corporation required to be disclosed by the Corporation has been generally disclosed and acknowledges that the Corporation's counsel is acting as counsel to the Corporation, and not as counsel to the Subscriber; and



- (l) it understands that Class C Preferred Shares are being offered for sale only on a “private placement” basis and that the sale and delivery of the Class C Preferred Shares is conditional upon such sale being exempt from the requirements as to the filing of a prospectus or delivery of an offering memorandum or upon the issuance of such orders, consents or approvals as may be required to permit such sale without the requirement of filing a prospectus or delivering an offering memorandum; and
- (m) if required by applicable securities legislation, regulations, rules, policies or orders or by any securities commission, stock exchange or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Corporation in filing such reports, undertakings and other documents with respect to the issue of the Class C Preferred Shares as may be required (including, without limitation) a fully executed copy of the form attached as **Exhibit 1**; and
- (n) it will not resell the Class C Preferred Shares except in accordance with the provisions of applicable securities legislation and stock exchange rules, if applicable, in the future; and
- (o) the entering into of this Subscription Agreement and the transactions contemplated hereby will not result in a violation of any of the terms or provisions of any law applicable to the Subscriber, or if the Subscriber is not a natural person, any of the Subscriber’s constating documents, or any agreement to which the Subscriber is a party or by which it is bound; and
- (p) none of the funds the Subscriber is using to purchase the Class C Preferred Shares are, to the knowledge of the Subscriber, proceeds obtained or derived, directly or indirectly, as a result of illegal activities and the funds representing the aggregate subscription amount which will be advanced by the Subscriber hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) Act (Canada)* and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the Subscriber’s name and other information relating to this Subscription Agreement and the Subscriber’s subscription hereunder, on a confidential basis, to regulatory authorities pursuant to the *Proceeds of Crime (Money Laundering) Act (Canada)* and (i) to the best of the Subscriber’s knowledge none of the subscription funds to be provided by the Subscriber (A) have been or will be derived from or related to any activity that is deemed criminal under the laws of Canada, the United States of America, or any other jurisdiction, or (B) are being tendered on behalf of a person or entity who has not been identified to the Subscriber, and (ii) it shall promptly notify the Corporation if the Subscriber discovers that any of such representations ceases to be true, and to provide the Corporation with appropriate information in connection therewith; and
- (q) the Subscriber acknowledges that the Class C Preferred Shares are being purchased pursuant to exemptions from the prospectus requirements contained in applicable securities legislation and, as a result:
  - (i) the Subscriber is restricted from using most of the civil remedies available under applicable securities legislation;
  - (ii) the Subscriber may not receive information that would otherwise be required to be provided to the Subscriber under applicable securities legislation; and
  - (iii) the Corporation is relieved from certain obligations that would otherwise apply under applicable securities legislation; and
- (r) the Subscriber acknowledges that it has been encouraged to and should obtain independent legal, tax and investment advice with respect to its subscription for these Class C Preferred Shares and accordingly, has been independently advised as to the meanings of all terms contained herein relevant to the Subscriber for purposes of giving representations, warranties and covenants under this Subscription Agreement; and
- (s) the Subscriber acknowledges that the Corporation is not now a reporting issuer under the securities laws of any province or territory of Canada and there is no guarantee that it will become one in the future. Furthermore, the Class C Preferred Shares will be subject to a hold period of 4 months and a day from the later of the Closing Date and the date the Corporation becomes a reporting issuer under the securities laws of any province or territory of Canada, during which time the Subscriber may not trade the Class C Preferred Shares without filing a prospectus or being able to rely on one of the limited exemptions from the requirement to file a prospectus under applicable securities laws, and the Subscriber acknowledges that the certificate representing the Class C Preferred Shares will bear the following legend:



**“Unless permitted under securities legislation, the holder of the security must not trade the security before the date that is 4 months and a day after the later of (i) [the Closing Date], and (ii) the date the issuer became a reporting issuer in any province or territory.”; and**

- (t) in addition to the restrictions on transfers set forth above in subparagraph (s), the Subscriber acknowledges that the articles of the Corporation provide that the Class C Preferred Shares may not be transferred to any other person without the approval of the board of directors of the Corporation and that the board of directors does not intend to allow any transfers of Class C Preferred Shares, except in limited circumstances at the sole discretion of the board of directors; and
- (u) **the Class C Preferred Shares are NOT listed or traded on a recognized stock exchange in Canada or elsewhere and the Corporation is not a reporting issuer under applicable securities legislation and is therefore not obligated to provide disclosure about the Corporation or its business in the same way as a public company.**

### Closing

4. The sale of the Class C Preferred Shares pursuant to this Subscription Agreement will be completed at the offices of the Corporation’s counsel, in Calgary, Alberta at 10:00 a.m. (Calgary time) or such other time and place as the Corporation may agree (the “Closing Time”) on or before December 31, 2019 or such other date as the Corporation may determine in its sole discretion (the “Closing Date”). At the Closing Time, the Subscribers shall deliver to the Corporation all completed subscription agreements, including this Subscription Agreement, and the aggregate subscription price against delivery by the Corporation of certificates representing the Class C Preferred Shares.

5. The Corporation shall be entitled to rely on delivery of a facsimile copy of executed subscriptions, and acceptance by the Corporation of such facsimile subscriptions shall be legally effective to create a valid and binding agreement between the Subscriber and the Corporation in accordance with the terms hereof. Notwithstanding the foregoing, the Subscriber shall deliver originally executed copies of the documents set forth in the Delivery Instructions attached to this Subscription Agreement to the Corporation within two business days of the Closing Date. In addition, this Subscription Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document.

### General

6. The Subscriber agrees that the representations, warranties and covenants of the Subscriber herein will be true and correct both as of the execution of this Subscription Agreement and as of the Closing Time and will survive the completion of the issuance of the Class C Preferred Shares. The representations, warranties and covenants of the Subscriber herein are made with the intent that they be relied upon by the Corporation (and its affiliates) in determining the eligibility of a purchaser of Class C Preferred Shares and the Subscriber agrees to indemnify the Corporation against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur which are caused or arise from a breach thereof. The Subscriber undertakes to immediately notify the Corporation c/o EnerNext Counsel, Box 20, Roslyn Building, Suite 800, 400 - 5<sup>th</sup> Avenue SW, Calgary, Alberta T2P 0L6 Attn: Peter Yates of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the Closing Time.

7. The Subscriber hereby irrevocably authorizes Rohit Sethi (a) to act as its representative at the closing and to execute in its name and on its behalf all closing receipts and documents required; (b) to complete or correct any errors or omissions in any form or document provided by the Subscriber; (c) to receive on its behalf certificates representing the Class C Preferred Shares purchased under this Subscription Agreement; (d) to approve any opinions, certificates or other documents addressed to the Subscriber; and (e) to waive, in whole or in part, any representations, warranties, covenants or conditions for the benefit of the Subscriber.

8. The terms and provisions of this Subscription Agreement are binding upon and enure to the benefit of the Subscriber and the Corporation and their respective heirs, executors, administrators, successors and assigns; provided that, except for the assignment by a subscriber who is acting as nominee or agent to a disclosed principal and as otherwise herein provided, this Subscription Agreement is not assignable by any party without prior written consent of the other parties.

9. The Subscriber acknowledges and agrees that all costs incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the sale of the Class C Preferred Shares to the Subscriber shall be borne by the Subscriber.

10. The contract arising out of this Subscription Agreement and all documents relating thereto, which by common accord has been or will be drafted in English, shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta.
11. Time is of the essence hereof.
12. This Subscription Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein.
13. The covenants, representations and warranties contained herein shall survive the closing of the transactions contemplated hereby.
14. In this Subscription Agreement (including attachments), references to "\$" or "Cdn. \$" are to Canadian dollars.
15. The Subscriber (on its own behalf and, if applicable, on behalf of any person for whose benefit the Subscriber is subscribing) acknowledges and consents to the fact that the Corporation is collecting the Subscriber's (and any beneficial purchaser's) personal information for the purposes of completing the Offering and the Subscriber's subscription. The Subscriber (on its own behalf and, if applicable, on behalf of any person for whose benefit the Subscriber is subscribing) acknowledges and consents to the Corporation retaining the personal information for as long as permitted or required by applicable law or business practices. The Subscriber (on its own behalf and, if applicable, on behalf of any person for whose benefit the Subscriber is subscribing) further acknowledges and consents to the fact the Corporation may be required by the Corporation's transfer agent and registrar, the other parties involved in the Offering (including legal counsel), applicable securities laws, stock exchange rules, and the rules of the Investment Dealers Association to provide, use and disclose any personal information provided by the Subscriber respecting itself (and any beneficial purchaser) in connection with the Offering. The Subscriber represents and warrants that it has the authority to provide the consents and acknowledgements set out in this paragraph on behalf of all beneficial purchasers. The Subscriber also acknowledges that if it has any questions about the collection and use of such personal information as described in the preceding paragraph, it can contact the applicable securities regulatory authority or, where applicable, the regulator in the jurisdiction(s) where such Subscriber is resident.
16. The Corporation may pay a commission or finders' fee, subject to compliance with securities laws.

### DELIVERY INSTRUCTIONS

Deliver to:

**Roxdale Gardens Ltd.**  
c/o EnerNext Counsel  
Box 20, Roslyn Building  
800 – 400 5<sup>th</sup> Avenue SW  
Calgary, AB T2P 0L6

**Att: Peter W. Yates**

The Subscriber shall deliver to the Corporation the following documents:

- (a) the attached Subscription Agreement completed and executed;
- (b) a **certified cheque** or **bank draft** payable to "**Roxdale Gardens Ltd.**" for the aggregate subscription price or payment of the same amount in such other manner as is acceptable to the Corporation; and
- (c) a fully executed copy of the form attached as **Exhibit 1 (including Appendix A thereto)**.

**EXHIBIT 1**

**CLOSE PERSONAL FRIEND / CLOSE BUSINESS ASSOCIATE QUESTIONNAIRE**

To be completed by the Subscriber. **Also be sure to complete the attached Appendix "A" to Exhibit 1 attached hereto.**

\_\_\_\_\_  
Name of director, executive officer, control person or founder

\_\_\_\_\_  
Length of relationship

\_\_\_\_\_  
Details of relationship or prior business dealings

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned understands that the Corporation is relying on this information in determining to sell securities to the undersigned in a manner exempt from the registration and prospectus requirements of applicable securities laws.

Dated: September 30, 2019

King Chi Hung  
Print name of Subscriber

By:   
Signature

\_\_\_\_\_  
Print name of Signatory (if different from Subscriber)

\_\_\_\_\_  
Title



### *Close Personal Friend – Guidance*

A “close personal friend” of a director, executive officer, founder or control person of an issuer is an individual who knows the director, executive officer, founder or control person well enough and has known them for a sufficient period of time to be in a position to assess their capabilities and trustworthiness and to obtain information from them with respect to the investment. The term “close personal friend” can include a family member who is not already specifically identified in the exemptions if the family member satisfies the criteria described above.

The securities regulatory authorities consider the following factors as relevant to this determination: (a) the length of time the individual has known the director, executive officer, founder or control person, (b) the nature of the relationship between the individual and the director, executive officer, founder or control person including such matters as the frequency of contacts between them and the level of trust and reliance in the other circumstances, and (c) the number of “close personal friends” of the director, executive officer, founder or control person to whom securities have been distributed in reliance on the private issuer exemption or the family, friends and business associates exemption.

An individual is not a close personal friend solely because the individual is: (a) a relative, (b) a member of the same club, organization, association or religious group, (c) a co-worker, colleague or associate at the same workplace, (d) a client, customer, former client or former customer, (e) a mere acquaintance, or (f) connected through some form of social media, such as Facebook, Twitter or LinkedIn.

The relationship between the individual and the director, executive officer, founder or control person must be direct. For example, the exemption is not available to a close personal friend of a close personal friend of a director of the issuer. We would not consider a relationship that is primarily founded on participation in an Internet forum to be that of a close personal friend. The person relying on the exemption is responsible for determining that the purchaser meets the characteristics required under the exemption.

### *Close Business Associate – Guidance*

A “close business associate” is an individual who has had sufficient prior business dealings with a director, executive officer, founder or control person of the issuer to be in a position to assess their capabilities and trustworthiness and to obtain information from them with respect to the investment.

The securities regulatory authorities consider the following factors as relevant to this determination: (a) the length of time the individual has known the director, executive officer, founder or control person, (b) the nature of any specific business relationships between the individual and the director, executive officer, founder or control person, including, for each relationship, when it began, the frequency of contact between them and when it terminated if it is not ongoing, and the level of trust and reliance in the other circumstances, (c) the nature and number of any business dealings between the individual and the director, executive officer, founder or control person, the length of the period during which they occurred, and the nature and date of the most recent business dealing, and (d) the number of “close business associates” of the director, executive officer, founder or control person to whom securities have been distributed in reliance on the private issuer exemption or the family, friends and business associates exemption.

An individual is not a close business associate solely because the individual is: (a) a member of the same club, organization, association or religious group, (b) a co-worker, colleague or associate at the same workplace, (c) a client, customer, former client or former customer, (d) a mere acquaintance, or (e) connected through some form of social media, such as Facebook, Twitter or LinkedIn.

The relationship between the individual and the director, executive officer, founder or control person must be direct. For example, the exemptions are not available for a close business associate of a close business associate of a director of the issuer. We would not consider a relationship that is primarily founded on participation in an internet forum to be that of a close business associate.



## APPENDIX A TO EXHIBIT 1

## FAMILY, FRIENDS AND BUSINESS ASSOCIATES STATUS CERTIFICATE

*The categories listed herein contain certain specifically defined terms. If you are unsure as to the meanings of those terms, or are unsure as to the applicability of any category below, please contact your broker and/or legal advisor before completing this certificate.*

**TO:** Roxdale Gardens Ltd. (the "Company")

In connection with the purchase by the undersigned Subscriber of the Class G Preferred Shares, the Subscriber hereby represents, warrants, covenants and certifies to the Company (and acknowledges that the Company and its counsel are relying thereon) that:

- (a) the Subscriber is resident in or subject to the securities laws of one of the jurisdictions of Canada;
- (b) the Subscriber is purchasing the Class C Preferred Shares as principal for its own account and not for the benefit of any other person;
- (c) the Subscriber is relying on a prospectus exemption on the basis that the undersigned fits within the category of "family, friends and business associates" reproduced below beside which the undersigned has indicated the undersigned belongs to such category; and
- (d) upon execution of this Exhibit 1 by the Subscriber, this Exhibit 1 (including any Appendices) shall be incorporated into and form a part of the Subscription Agreement.

## (PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY)

- (a) a director, executive officer or control person of the Company, or of an affiliate of the Company;
- (b) a spouse, parent, grandparent, brother, sister or child of a director, executive officer or control person of the Company, or of an affiliate of the Company;
- (c) a parent, grandparent, brother, sister or child of the spouse of a director, executive officer or control person of the Company or of an affiliate of the Company;
- (d) a close personal friend of a director, executive officer or control person of the Company or of an affiliate of the Company;
- (e) a close business associate of a director, executive officer or control person of the Company or of an affiliate of the Company;
- (f) a founder of the Company or a spouse, parent, grandparent, brother, sister, child, close personal friend or close business associate of a founder of the Company;
- (g) a parent, grandparent, brother, sister or child of a spouse of a founder of the Company;
- (a) a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in paragraphs (a) to (g), or
- (i) a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons described in paragraphs (a) to (g).

For the purposes hereof, the following definitions are included for convenience

- (n) "control person" has the same meaning as in securities legislation except in Manitoba, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island and Québec where

control person means any person that holds or is one of a combination of persons that holds (i) a sufficient number of any of the securities of the Company so as to affect materially the control of the Company, or (ii) more than 20% of the outstanding voting securities of the Company except where there is evidence showing that the holding of those securities does not affect materially the control of the Company;

- (o) "director" means (i) a member of the board of directors of a company or an individual who performs similar functions for a company, and (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;
- (p) "executive officer" means, for the Company, an individual who is (i) a chair, vice-chair or president, (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production, (iii) an officer of the Company or any of its subsidiaries and who performs a policy-making function in respect of the Company, or (iv) performing a policy-making function in respect of the Company;
- (q) "founder" means, in respect of the Company, a person who, (i) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the Company, and (ii) at the time of the trade is actively involved in the business of the Company; and
- (r) "spouse" means an individual who (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual, (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta).

In NI 45-106 a person or company is considered to be an affiliated entity of another person or company if one is a subsidiary entity of the other, or if both are subsidiary entities of the same person or company, or if each of them is controlled by the same person or company. The foregoing representations contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Closing Time. If any such representations shall not be true and accurate prior to the Closing Time, the undersigned shall give immediate written notice of such fact to the Company prior to the Closing Time.

Dated:

September 30, 2019

Signed:



King Chi Hung

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print the name of Subscriber

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
If Subscriber is a corporation,  
print name and title of  
Authorized Signing Officer



## ADDENDUM TO THE SUBSCRIPTION AGREEMENT

Roxdale Gardens Ltd.

The Subscriber: King Chi Hung

The document concerns Subscription for Class C Preferred Shares.

### 1. ADDENDUM

It is mutually agreed between Roxdale Gardens Ltd. and the subscriber that Roxdale Gardens Ltd. will enable a caveat on the lands pursuant to the beneficial Interest of the subscribers as preferred shareholders in the project. The Caveat shall be postponed to a loan for development purposes.

Signed at \_\_\_\_\_, on \_\_\_\_ day of \_\_\_\_\_, 2019 at \_\_\_\_\_ am/pm.

\_\_\_\_\_  
Roxdale Gardens Ltd.

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Subscriber: King Chi Hung

\_\_\_\_\_  
Witness



**ADDENDUM TO THE SUBSCRIPTION AGREEMENT**

Roxdale Gardens Ltd.

The Subscriber King Chi Hung

This document concerns Subscription for Class C Preferred Shares.

**ADDENDUM**

It is mutually agreed between Roxdale Gardens Ltd and King Chi Hung

That the corporation will advance the dividends of \$ 18,000 per year for 3 years and these advances will be deducted and set off against the dividends that the subscriber is ultimately entitled.

Signed at \_\_\_\_\_, on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ am/pm.

\_\_\_\_\_  
Roxdale Gardens Ltd.

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
The Subscriber King Chi Hung

\_\_\_\_\_  
Witness





King Chi Hung

Client Name

Account Number(s)

9211 Jaskow Place Richmond BC V7E 5S4

Client Address (Street, City, Province, Postal Code)

Only complete if you want another person to obtain personal and financial information about you.

Throughout this Letter of Authorization, the words "you", "your" and "yours" mean the Client. The words "we", "us" and "our" mean Olympia Trust Company.

You authorize us to disclose to the individual indicated below all requested personal and financial information relating to your accounts.

This Letter of Authorization shall apply to all of the accounts that you have with Olympia.

Ending this Letter of Authorization

You agree that this Letter of Authorization is binding on you as well as on your heirs, executors, administrators, successors and assigns. We will continue to deal with the individual indicated below until this Letter of Authorization is ended by our actually having received either your written notice of revocation or proof of your death.

King Chi Hung

Name of Authorized Individual

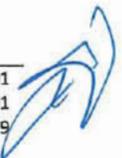
[Handwritten signature]

September 30, 2019

Client Signature

Date (mm/dd/yyyy)

The personal information collected on this form will be used by Olympia to process your request for someone else to be authorized to obtain personal and financial information about you which information is currently held by Olympia. All personal information collected by Olympia is subject to our Privacy Policy, a copy of which is available for your review on our website, www.olympiatrust.com.



Client: King Chi Hung ("I" or "me")  
 Olympia Account Number: \_\_\_\_\_ ("my Account")  
 Olympia Account Type (please specify): \_\_\_\_\_  
 Issuer of the Securities: ROXDALE GARDENS LTD. (the "Issuer")  
 Description of securities (the "Securities") subscribed for: Preferred Shares  
 Number of Securities subscribed for: \_\_\_\_\_ (the "Subscribed Securities")  
 Price per Subscribed Security: \$ 10,000.00  
 Total subscription amount: \$ \_\_\_\_\_ (the "Subscription Proceeds")  
 Pay Subscription Proceeds to: ROXDALE GARDENS LTD. (the "Recipient")

Olympia Trust Company ("Olympia") and I are parties to a Declaration of Trust (the "Trust Agreement") which governs my Account. In consideration of Olympia accepting the Subscribed Securities as an asset of my Account, I hereby agree to the following terms and conditions and I acknowledge that this Letter of Direction, Waiver and Indemnity (the "Agreement") shall constitute an addendum to the Trust Agreement as if the following terms and conditions were set out therein:

1. Upon receipt by Olympia of: (a) certificate(s), or other document(s) of title, of the Issuer issued to Olympia representing the Subscribed Securities; or (b) an undertaking from either the Issuer's legal counsel or the Issuer's transfer agent to deliver to Olympia certificate(s), or other document(s) of title, of the Issuer issued to Olympia representing the Subscribed Securities, I hereby direct Olympia: (a) to pay the Recipient from my Account an amount equal to the Subscription Proceeds; and (b) accept the Subscribed Securities as an asset of my Account.
2. I represent, warrant, acknowledge and covenant to Olympia that:
  - (a) I have taken all action and have full power and authority to enter into this Agreement and this Agreement will not constitute or result in a material violation or breach of any agreement, judgment or court order by which I am bound;
  - (b) before signing this Agreement, I have been advised to and had the opportunity to seek independent legal, tax, financial or other professional advice with respect to this Agreement and the Subscribed Securities and have carried out such due diligence and made other such enquiries to the extent that I deem necessary and appropriate in making this investment for my Account to determine the suitability of the investment in light of my personal circumstances;
  - (c) it is my sole and entire responsibility, and I have not, cannot and will not look to Olympia or any Trustee Entity for advice as to whether:
    - (i) my investment in the Subscribed Securities is at "Arm's Length" as defined in the *Income Tax Act* (Canada) (the "Tax Act"),
    - (ii) my investment in the Subscribed Securities is a "qualified investment" and is not a "prohibited investment" (as such terms are defined in the Tax Act), and
    - (iii) the investment in the Subscribed Securities is suitable for me given my personal and financial circumstances,
 Further, I understand and acknowledge that Olympia does not authorize any Trustee Entity or any other person to make such representations or give such advice on its behalf with respect to the above;
  - (d) the amount of Subscription Proceeds is equal to the fair market value of the Subscribed Securities;
  - (e) I am solely responsible for determining the fair market value of the Subscribed Securities and Olympia has no obligation to and does not intend to verify such valuation or independently monitor any changes thereto;
  - (f) I deal at "Arm's Length" with the Issuer and I am not a "connected" or "specified" shareholder of the Issuer (as such terms are defined by the Tax Act). I undertake to immediately advise Olympia in writing if my status as a "connected" or "specified" shareholder or dealing with the Issuer at "Arm's Length" changes; and
  - (g) my subscription for the Subscribed Securities complies all applicable securities laws and regulations.
3. I hereby waive, release and forever discharge each Trustee Entity from any and all liability that such Trustee Entity may have for any Losses and Liabilities I may incur or suffer to the extent arising out of, relating to, or resulting from the reliance by Olympia and any Trustee Entity on this Agreement or the information contained herein.



Client  
Initials



4. I agree that Olympia's liability to me with respect to the Subscribed Securities is limited to an accounting of actual amounts received by Olympia in respect of the Subscribed Securities.
5. I hereby indemnify, defend and hold each Trustee Entity harmless from and against all Losses and Liabilities, excluding indirect, incidental, consequential, exemplary, special or punitive losses or damages or loss of profits suffered, sustained, paid or incurred by such Trustee Entity, to the extent arising out of, relating to, or resulting from:
- (a) any breach of any representations or warranties made by me in this Agreement or in any certificate, instrument or other document delivered by me pursuant to this Agreement; or
  - (b) any breach of any covenant or agreement made by me in this Agreement or in any certificate, instrument or other document delivered by me pursuant to this Agreement



Client  
Initials



Client  
Initials

even if in each such case such Losses and Liabilities are caused in whole or in part by the negligence (whether sole, joint or concurrent), strict liability or other legal fault of such Trustee Entity, except to the extent caused by or attributable to the gross negligence, wilful misconduct or fraud of such Trustee Entity. I shall gross up any indemnity payment made pursuant to this Agreement by the amount of any income tax payable by the Trustee Entity in respect of that payment. This indemnity shall survive the termination of or transfer out of my Account, the termination of my investment in the Subscribed Securities, and the resignation or revocation of the trusteeship of my Account by Olympia.

6. I will provide at my expense and at any time, as Olympia may require, such independent information or opinions as deemed necessary by Olympia with respect to the continued status of the Subscribed Securities as a "qualified investment" and as not being a "prohibited investment" (as such terms are defined in the Tax Act). In the event that I fail to satisfy any of the requirements set forth above, Olympia is fully entitled to deem that the Subscribed Securities are not a "qualified investment", or are a "prohibited investment", and to effect whatever actions and reporting is, in Olympia's sole opinion, required for the purposes of the Tax Act. I understand and agree that in such event, adverse tax consequences may be suffered and I confirm that I will assume full responsibility for such tax consequences.
7. In this Agreement:
- (a) "Losses and Liabilities" means, in respect of a Party and in relation to any matter hereunder, any and all:
    - (i) losses, costs, damages, expenses and charges (including all penalties, assessments and fines) which such Party suffers, sustains, pays or incurs directly or indirectly, in connection with such matter and includes costs of legal counsel (legal fees and disbursements on a full indemnity basis) and other professional advisors and reasonable costs of investigating and defending Claims arising from the matter, regardless of whether such Claims are sustained and includes Taxes payable on any settlement payment or damage award in respect of any such matter, and
    - (ii) liabilities and obligations (whether under common law, in equity, under applicable statutory or any other law; whether tortious, contractual, vicarious, statutory or otherwise; whether absolute or contingent; and whether based on negligence, breach of trust, strict liability or any other theory of liability) which such Party suffers, sustains, pays or incurs directly or indirectly, as a result of or in connection with any such matter, including indirect, incidental, consequential, exemplary, special or punitive losses or damages or loss of profits suffered, sustained, paid or incurred by such Party;
  - (b) "Claim" means any claim, demand, lawsuit, proceeding, arbitration or governmental investigation, in each case, whether asserted, threatened, pending or existing;
  - (c) "Party" means me, any beneficiary under my Account and each Trustee Entity;
  - (d) "Taxes" means any and all applicable taxes and assessments, including any penalties and interest, as may be required under the Tax Act or similar applicable provincial legislation; and
  - (e) "Trustee Entity" means each of Olympia and its directors, officers, servants, agents, advisors, employees, and consultants, and each of their respective successors and assigns.

8. In the event, and to the extent, of conflict between any of the terms of this Agreement and the terms of the Trust Agreement, the terms of this Agreement shall prevail.

King Chi Hung

Name of Client (please print)



Signature of Client

September 30, 2019

Date (mm/dd/yyyy)





# Registered Plan Application

 Self-Directed Retirement Savings Plan

 Self-Directed Retirement Income Fund

 Language preference:  English (default)  French

Plan Number: \_\_\_\_\_

## 1. Annuitant Information

Hung

Last Name

731 161 675

Social Insurance Number

King Chi

First Name (please use legal name)

Middle Name

September/05/1980

Date of Birth (mm/dd/yyyy)

Address (primary)

Richmond

BC

V7E 5S4

City

Province

Postal Code

Residence Number

Business Number

Kinghung95@gmail.com

Email address

Cellular Number

604-719-9580

Fax Number

## 2. Acknowledgement

  
(initials)

I acknowledge that I have read and agree to be bound by both the Terms &amp; Conditions and the Declaration of Trust attached to this Plan Application.

## 3. Plan Type Information

### (a) Plan Type (check one):

 RSP  Spousal RSP  LRSP/LIRA  RIF  Spousal RIF  Prescribed RIF  LIF  LRIF  NEW LIF  RLIF  RLSP

### (b) For Locked-In Plans Only - Applicable Pension Legislation (check one):

 AB  BC  MB  NB  NL/LB  NS  ON  QC  SK  Federal

### (c) For Locked-In Plans Only - Does the amount being transferred originate from your pension plan? (check one):

 Yes If No, is the amount being transferred as a result of:  Death of Spouse/Partner  Marriage Breakdown  Other \_\_\_\_\_

### (d) For Locked-In Plans Only - Spousal Information/Consent (check one):

 I am not married and do not have a common-law spouse or cohabiting partner.

 I am married or do have a common-law spouse or cohabiting partner, as identified below.

I am the Pension Partner of the Annuitant who is the original owner of the Pension Plan. I authorize the opening of a LIF / New LIF Plan so that the existing Pension Plan / Old LIF / LRIF / LIRA can be transferred to the LIF / New LIF plan at Olympia Trust Company.

Last Name

King Chi

First Name

Initial

X

Signature of Spouse

Date of Birth (mm/dd/yyyy)

Social Insurance Number

## 4. Spousal Contributor Information (Spousal RSP and Spousal RIF plans only)

Last Name

Social Insurance Number

First Name

Middle Name

Date of Birth (mm/dd/yyyy)

**5. RIF/LIF/NEW LIF/LRIF/RLIF/PRIF Withdrawal Information (if applicable)**

- (a) I understand Canada Revenue Agency requires Olympia Trust Company ("Olympia" or the "Company") to make the minimum payment each year from the Plan.
- (b) I understand it is my responsibility to ensure there is sufficient cash in the Plan to make the minimum payment each year.
- (c) I understand if there is not enough cash in the Plan, it is my responsibility to transfer other RIF funds from another institution to the Plan at Olympia.
- (d) I understand if I am not able to comply with (iii), then Olympia will make an in-kind payment with the securities available in my Plan.
- (e) I understand all costs associated with processing an in-kind payment are my responsibility, and that depending on the security(ies), these costs can be in excess of \$250 as a result of third party re-registration charges.

**Amount:**  Minimum  
 Maximum (LRIF/LIF/RLIF only)  
 Cash Balance  
 Specific Amount (per payment) \_\_\_\_\_

**Frequency:**  Monthly  
 Quarterly (months of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_)  
 Semi-Annually (months of \_\_\_\_\_ & \_\_\_\_\_)  
 Annually (month of \_\_\_\_\_)

**Payment Type:**  Direct Deposit (please complete the Electronic Funds Transfer (EFT) Authorization section (G) below and attach a VOID cheque.)  
 In-Kind (processed only on an annual basis) Investment name: \_\_\_\_\_

**Payment Date**  1<sup>st</sup> of the month  
 15<sup>th</sup> of the month

**Specific Tax Rate (if desired)** Federal \_\_\_\_\_% Quebec \_\_\_\_\_% (where applicable)

Base the RIF withdrawal on spouse's age

Spouse's Name \_\_\_\_\_

Social Insurance Number \_\_\_\_\_

Date of Birth (mm/dd/yyyy) \_\_\_\_\_

**Electronic Funds Transfer (EFT) Authorization**

I/we authorize the Company, and the financial institution designated (or any other financial institution I/We may authorize at any time) to begin deductions and/or direct deposits and/or refunds from time to time as per my/our instructions as set out herein, and/or payments as the case may be, for payment of all charges and/or refunds arising under my/our Plans(s) and arrangements and agreements with the Company. Refunds and/or payments for the full amount of services delivered will be credited/debited to my/our specified Plan as specified herein. This authority is to remain in effect until the Company has received written notification from me/us of its change or termination. This notification must be received at least ten (10) business days (but not longer than thirty (30) days) before the next debit is scheduled at the address provided below. I/We may obtain a sample cancellation form, or more information on my/our right to cancel an Electronic Funds Transfer (EFT) Agreement at my/our financial institution or by visiting [www.payments.ca](http://www.payments.ca). The Company may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 10 days prior written notice to me/us. I/we have certain recourse rights if any debit does not comply with this agreement. For example; I/we have the right to receive reimbursement for any Electronic Funds Transfer that is not authorized or is not consistent with this Electronic Funds Transfer (EFT) Agreement. To obtain a form for a Reimbursement Claim, or for more information on my/our recourse rights, I/we may contact my/our financial institution or visit [www.payments.ca](http://www.payments.ca).

Further by signing below, you represent and warrant as follows:

1. That you will not hold the Company responsible for any delay or loss of funds due to incorrect or incomplete information supplied by you or by your financial institution or due to an error on the part of your financial institution in depositing funds to your Plan;
2. That you waive any pre-notification requirements as specified by sections 15 (a) and (b) of the Canadian Payments Associate Rule H1 with regards to recovering amounts directly from your Plan in connection with amounts incorrectly credited to your Plan.
3. That the Company may change its fees schedule by providing you with thirty (30) days prior written notice of such changes. If you do not cancel this authorization during such notice period, this authorization shall continue to be used in conjunction with such revised fee schedule where applicable.

Where payments, funds transfer or refunds are in relation to personal services (other than business services) this authorization shall be considered a personal pre-authorized debit agreement.

**A VOID cheque must be attached**

\_\_\_\_\_  
 Name (print)

**X**

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date (mm/dd/yyyy)

\_\_\_\_\_  
 Joint Name (if applicable) (print)

**X**

\_\_\_\_\_  
 Joint Signature (if applicable)

\_\_\_\_\_  
 Date (mm/dd/yyyy)



**8. Plan Administration Fee Payment (Mandatory)**

I request that my plan fees, until I direct otherwise, be collected using the following option (choose one):

(a)  **Option 1 – My Chequing Account**

VOID Cheque is required. I authorize Olympia to draw on the account identified below for the annual administration fees, any outstanding fees, and all additional charges for services and products outlined in the Olympia Fee Schedule with respect to this Plan. As outlined in the various Olympia Declaration of Trust(s), I understand I will receive thirty (30) days' notice of any change to the Olympia Fee Schedule. By giving this payment authorization, I understand I am giving Olympia authorization to change the amount of fees charged to my account. I may cancel this authorization by providing Olympia at least thirty (30) days advance notice of cancellation. I agree to immediately notify Olympia if my account details change at any time. Interest and additional charges may apply to any failed account payment authorization. Please see the Electronic Funds Transfer (EFT) Authorization Terms & Conditions in section 28 of the attached Declaration of Trust for more information on the CPA Rule H1 Requirements that apply to this fee payment option.

Type of Account (check one):  Personal  Business

\*\*\*\*\* VOID CHEQUE MUST BE ATTACHED \*\*\*\*\*

_____	<b>X</b>	_____
Name (print)	Signature	Date (mm/dd/yyyy)
_____	<b>X</b>	_____
Joint Name (if applicable) (print)	Joint Signature (if applicable)	Date (mm/dd/yyyy)

(b)  **Option 2 – Charge my Visa / MasterCard**

I hereby authorize Olympia to charge the credit card identified below for the annual administration fees, any outstanding fees, and all additional charges for services and products outlined in the Olympia Fee Schedule with respect to this Plan. As outlined in the various Olympia Declaration of Trust(s), I understand I will receive thirty (30) days' notice of any change to the Olympia Fee Schedule. By giving this credit card payment authorization, I understand I am giving Olympia authorization to change the amount of fees charged to my credit card. I may cancel this authorization by providing Olympia at least thirty (30) days advance notice of cancellation. I agree to immediately notify Olympia if my credit card details change at any time. Interest and additional charges may apply to any failed credit card payment authorization.

Card Type (check one)  Visa  MasterCard

Expiry Date (mm/yy) 

0	8
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 / 

2	2
---	---

Card Number: 

4	5	2	0
---	---	---	---

7	0	7	0
---	---	---	---

0	8	2	6
---	---	---	---

7	2	5	7
---	---	---	---

King Chi Hung	<b>X</b>	_____
Name of Cardholder (print)	Signature of Cardholder	Date (mm/dd/yyyy)
		09/30/2019

**9. Mutual Fund Dealing Representative Appointment Acknowledgement (complete only if the account will hold mutual funds)**

I hereby confirm I have appointed the Mutual Fund Dealing Representative ("MFDR") named herein to provide me with mutual fund advice. I authorize Olympia to provide my MFDR with access to statements of my Plan and any personal information with respect to my Plan and further authorize Olympia to grant access to view my Plan via Olympia's website. I confirm the MFDR has full mutual fund trading authority with respect to the cash and mutual fund assets in my Plan and hereby authorize and direct Olympia to rely on any trading instructions provided by the MFDR as if such instructions had been provided directly by me. I acknowledge I am bound by actions taken by my MFDR and I agree to indemnify Olympia against all actions, liabilities, damages or costs directly or out of the assets in my Plan resulting from Olympia's reliance on this authorization. This authorization shall be valid until revoked by me in writing to Olympia.

_____	_____
Name of Mutual Fund Dealer	Mutual Fund Dealing Representative Number

\_\_\_\_\_

_____	_____	_____
Office Number	Cellular Number	Email Address

_____	_____
Client Signature	Date (mm/dd/yyyy)

**Mutual Fund Dealing Representative must read and complete the following:**

I, the appointed Mutual Fund Dealing Representative, hereby confirm I am the properly appointed Dealer Representative and agree to comply with applicable securities laws and all regulations. I understand I must also complete and submit the Olympia Trust Company Agent Set Up & Portal Access Request Form.

_____	_____
Authorized Signature of Mutual Fund Dealing Representative	Date (mm/dd/yyyy)

**10. Annuitant Plan Application Terms & Conditions**

- (a) I acknowledge that this is a request for Olympia to apply for registration of a Self-Directed Retirement Savings Plan, or Self-Directed Retirement Income Fund, under the *Income Tax Act* (Canada) and if applicable, under the *Taxation Act* (Quebec) as:
  - (i) a Registered Retirement Savings Plan if I have selected RSP, Spousal RSP, or locked-in RSP/LIRA/RLSP, as my plan type; or
  - (ii) a Registered Retirement Income Fund if I have selected RIF, Spousal RIF, Prescribed RIF, LRIF, LIF/RLIF or NEW LIF as my plan type.
- (b) I certify that the information contained in this Plan Application is true and correct, and that I have read and am bound by the attached Declaration of Trust that governs my Plan and any applicable Locking-in Supplements or Addendum. I understand that it is my responsibility to arrange for the transfer of assets to my Plan from any predecessor retirement plan or other permitted source.
- (c) I acknowledge and agree that I am responsible for all investments in my Plan and all investment decisions relating thereto. Olympia is not in the business of providing investment advice and does not provide direction or advice with respect to the purchase of any securities or other form of investment. Olympia strongly recommends that you should:
  - (i) conduct extensive due diligence on any investment prior to purchasing and obtain extensive information on the investment, the risk associated with the investment and the ability to recover your investment;
  - (ii) review the investment objectives of any investment you have chosen to ensure that it meets your financial needs; and
  - (iii) if you invest in exempt market securities and/or publicly traded shares or bonds, obtain a prospectus, offering memorandum or other prescribed documentation describing the investment prior to or at the time you make your investment.
- (d) I understand if I have any questions or doubts about a particular investment, it is my sole responsibility to obtain independent advice from a qualified professional. Olympia will execute any order it receives from me without making any inquiries in connection with the suitability of the investment.
- (e) I understand that Olympia has the right to reject an order if the proper documentation is not in place or if the investment is not eligible.
- (f) Once my application is approved, Olympia may send me additional agreements and/or disclosures, depending upon the type of Plan I have selected and I agree to be bound by these agreements.
- (g) I understand that Olympia is a non-deposit taking Trust Company. Any cash held in trust is non-interest bearing.
- (h) I understand that I am responsible for all commissions and fees as outlined in the Olympia Fee Schedule. In addition, I understand that Olympia can sell securities in my Plan or otherwise deduct from my Plan any amounts owing to them.
- (i) I understand that it is my responsibility to notify Olympia in writing of any errors or omissions within the time limits specified on the account statements or other notices.
- (j) I acknowledge that I will advise Olympia of any changes to my Plan.
- (k) I acknowledge that I must advise Olympia if I cease to be a resident of Canada.
- (l) I understand that I may be liable for certain tax consequences arising in connection with a non-compliant qualifying arrangement.
- (m) I understand that a late payment charge of 2% per month will apply to any overdraft amount not paid to Olympia by March 1<sup>st</sup> of each year.
- (n) I hereby acknowledge and agree that all telephone calls to and from Olympia may be recorded for training purposes. By recording the telephone calls, Olympia may collect personal information about me. I hereby consent to Olympia recording all telephone calls for training purposes.

King Chi Jung  
Annuitant Name (print)

X



Annuitant Signature

September 30, 2019  
Date (mm/dd/yyyy)

\_\_\_\_\_  
Authorized Olympia Trust Company Signing Officer

\_\_\_\_\_  
Date (mm/dd/yyyy)

**Privacy Notice**

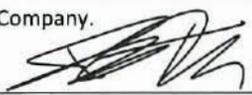
At Olympia Trust Company, we take privacy seriously. In providing services to you, we receive non-public, personal information about you. We receive this information through transactions we perform for you and may also receive information about you by virtue of your transactions with affiliates of Olympia Trust Company or other parties. Olympia Trust Company is committed to respecting and protecting the confidentiality of your personal information and the safeguarding of all personal information entrusted to us. We have prepared a Privacy Policy to tell you more about how we protect your personal information. It is available on our website at [www.olympiatrust.com](http://www.olympiatrust.com).

<b>1. Client Identification</b>	<p>Hung <span style="float: right;">King Chi</span></p> <p style="text-align: center;">Last Name <span style="margin-left: 150px;">First Name</span> <span style="float: right;">Middle Initial</span></p> <hr/> <p>9211 Jaskow Place</p> <p style="text-align: center;">Street Address</p> <hr/> <p>Richmond <span style="margin-left: 150px;">BC</span> <span style="float: right;">V7E 5S4</span></p> <p style="text-align: center;">City <span style="margin-left: 100px;">Province</span> <span style="float: right;">Postal Code</span></p> <hr/> <p>Social Insurance Number <span style="margin-left: 100px;">Residence Telephone Number</span> <span style="float: right;">Business Telephone Number</span></p>																		
<b>2. Receiving Institution Information</b>	<p><b>Olympia Trust Company</b></p> <p><i>Courier Address:</i> 2200, 125 – 9<sup>th</sup> Avenue S.E. Calgary, Alberta T2G 0P6 <span style="float: right;"><i>Mailing Address:</i> PO Box 2581, STN Central, Calgary, Alberta T2P 1C8</span></p> <p><i>Telephone:</i> 403.770.0001 <i>Toll Free:</i> 1.877.565.0001 <span style="float: right;"><i>Fax:</i> 403.668.8317</span></p> <p>Olympia Contact Name _____ Client Account Number _____</p>																		
For use by Mutual Fund Dealing Representative Only	<p>Name of Dealer _____</p> <p style="text-align: center;">Name of Mutual Fund Dealing Representative <span style="margin-left: 100px;">Mutual Fund Dealing Representative Number</span></p> <p style="text-align: center;">Transfer of Mutual Funds: <u>Canadian Transfers of Mutual Funds</u> INTERMEDIARY CODE: OLYM</p> <p><b>NOTE: Olympia Trust Company cannot accept Mutual Funds payable in US dollars. The transfer of mutual funds to Individual or Corporate (non-registered) accounts is not permitted.</b></p>																		
Account Type	<table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Corporate (Non-Registered)**</td> <td><input type="checkbox"/> LIRA</td> <td><input type="checkbox"/> RRSP Spousal</td> <td><input type="checkbox"/> Prescribed RIF</td> </tr> <tr> <td><input type="checkbox"/> Individual (Non-Registered)**</td> <td><input type="checkbox"/> LRSP</td> <td><input type="checkbox"/> LIF</td> <td><input type="checkbox"/> RLIF</td> </tr> <tr> <td><input type="checkbox"/> Joint (Non-Registered)**</td> <td><input type="checkbox"/> RLSP</td> <td><input type="checkbox"/> LRIF</td> <td><input type="checkbox"/> RRIF</td> </tr> <tr> <td><input type="checkbox"/> TFSA</td> <td><input type="checkbox"/> RRSP</td> <td><input type="checkbox"/> NEW LIF</td> <td><input type="checkbox"/> RRIF Spousal</td> </tr> </table>			<input type="checkbox"/> Corporate (Non-Registered)**	<input type="checkbox"/> LIRA	<input type="checkbox"/> RRSP Spousal	<input type="checkbox"/> Prescribed RIF	<input type="checkbox"/> Individual (Non-Registered)**	<input type="checkbox"/> LRSP	<input type="checkbox"/> LIF	<input type="checkbox"/> RLIF	<input type="checkbox"/> Joint (Non-Registered)**	<input type="checkbox"/> RLSP	<input type="checkbox"/> LRIF	<input type="checkbox"/> RRIF	<input type="checkbox"/> TFSA	<input type="checkbox"/> RRSP	<input type="checkbox"/> NEW LIF	<input type="checkbox"/> RRIF Spousal
<input type="checkbox"/> Corporate (Non-Registered)**	<input type="checkbox"/> LIRA	<input type="checkbox"/> RRSP Spousal	<input type="checkbox"/> Prescribed RIF																
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<input type="checkbox"/> TFSA	<input type="checkbox"/> RRSP	<input type="checkbox"/> NEW LIF	<input type="checkbox"/> RRIF Spousal																
For Locked-in Plan Use Only  New Brunswick Registration #: NBC0599  Olympia does not hold PEI Legislated plans	<p><b>Locked-in Plan Transfer Acknowledgement</b> Olympia Trust Company acknowledges that all locked-in funds from the registered plan noted in the Client Direction to Relinquishing Institution section below, will be transferred to the registered plan type noted and will continue to be administered in accordance with the governing pension legislation or contractual conditions of:</p> <p>Any subsequent transfer of these locked-in funds to another trustee or financial institution will be made only to another registered plan which must continue to be administered in accordance with legislation of the jurisdiction noted. No transfer of locked-in funds will be permitted unless the receiving plan is appropriately registered and in compliance with the applicable pension legislation regulations and the <i>Income Tax Act</i> (Canada). Olympia appears on the Superintendent's List of Financial Institutions authorized to administer funds in the Jurisdiction noted.</p> <hr/> <p style="text-align: center;">Governing Legislation <span style="margin-left: 150px;">Olympia Trust Company</span> <span style="float: right;">Date</span> (province or territory – specify) <span style="margin-left: 100px;">Authorized Signatory</span></p>																		
<b>3. Client Direction to Relinquishing Institution</b>	<p>Relinquishing Institution Name _____</p> <hr/> <p>Address <span style="margin-left: 150px;">City</span> <span style="margin-left: 100px;">Province</span> <span style="float: right;">Postal Code</span></p> <hr/> <p>Client Account / Policy Number: _____</p>																		



<b>4. Transfer Instructions</b>	<p><b>Transfer the following:</b> (Choose ONE of the four options)</p> <p>1) <input type="checkbox"/> Full Account Transfer - In-Cash (Liquidate All Assets)          2) <input type="checkbox"/> Full Account Transfer – In-Kind (Transfer All Assets and Cash <u>AS IS</u>)          3) <input type="checkbox"/> Partial Account Transfer - Cash Balance <u>Only</u>          4) <input type="checkbox"/> Partial Account Transfer - In-Cash and/or In-Kind as per the below          (Please include a signed asset list if additional space is required)</p>
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<p><b>NOTE: Olympia Trust Company must be advised of any in-kind deliveries prior to the transfer being set up.</b></p>	<b>Choose One</b>		<b>Identify ONE of the below options</b>			Fund Number or Stock Name
	In-Cash	In-Kind	\$ Amount (NET)	# of Shares/Units	ALL	
			\$			
			\$			
			\$			
			\$			
			\$			
<p><b>Transfer of Publicly Traded Securities:</b>  <u>Canadian Transfers of Registered Investments</u>          FINS # 7815 CUID: QTRD ACCT # Q5K5AGHA DTC: 5009  <u>Canadian Transfers of non-Registered Investments</u>          FINS # 7815 CUID: QTRD ACCT # Q5K5AJ1A DTC: 5009</p>						

<b>5. Client Authorization</b>	<p>i) I hereby request the transfer of my investment(s) as described above.          ii) I understand it is my sole responsibility to ensure this form has been completed accurately and in full. Any omissions or errors may result in delays due to the rejection of the transfer by the other institution.          iii) Where I have requested to transfer in cash, I authorize the liquidation of all or part of my investments and agree to pay any applicable fees, charges or adjustments.          iv) I understand all funds received in a non-Canadian currency will be converted into Canadian currency at the rate actually received by Olympia when such conversion occurs.</p> <p><input type="checkbox"/> I confirm I have attached a recent statement from the relinquishing institution named above.</p> <p><b>E-Mail Address:</b> _____          (Olympia will email you directly upon receipt of the funds)</p> <p><input type="checkbox"/> I hereby authorize the relinquishing institution listed in Section 3 of this Transfer Authorization Form to disclose any/all information regarding this transfer request to Olympia Trust Company.</p> <p><b>Date:</b> <u>September 30, 2019</u>      <b>Signature of Client:</b> <input checked="" type="checkbox"/> </p> <p><b>Full Name of Client (printed)</b>      <u>King Chi Hung</u></p>	<p><b>SIGNATURE GUARANTEED AND CERTIFIED TRUE COPY OLYMPIA TRUST COMPANY</b></p> <p><i>Olympia Trust Company Authorized Signatory</i></p>
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<b>6. For Use By Relinquishing Institution</b>	<p>Plan Type:      <input type="checkbox"/> Corporate (Non-Registered)      <input type="checkbox"/> LIRA      <input type="checkbox"/> LIF      <input type="checkbox"/> Prescribed RIF  <input type="checkbox"/> Individual (Non-Registered)      <input type="checkbox"/> LRSP      <input type="checkbox"/> LRIF      <input type="checkbox"/> RIF (Qualified)  <input type="checkbox"/> Joint (Non-Registered)      <input type="checkbox"/> RLSP      <input type="checkbox"/> NEW LIF      <input type="checkbox"/> RIF (Non-Qualified)  <input type="checkbox"/> TFSA      <input type="checkbox"/> RRSP      <input type="checkbox"/> RLIF</p> <p><b>Spousal Plan:</b>      <b>Spousal Information:</b>  <input type="checkbox"/> No   <input type="checkbox"/> Yes      Last Name _____ First Name _____ SIN _____</p> <p><b>Locked in Funds:</b>      <b>Locked in Funds</b>      <b>Governing Legislation</b>  <input type="checkbox"/> No   <input type="checkbox"/> Yes      \$ _____</p> <p><b>Contact Name</b>      <b>Telephone number</b>      <b>Fax number</b>          _____</p> <p><b>Authorized Signature</b>      <b>Amount Transferred</b>          _____ \$ _____</p>
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Privacy Notice: At Olympia Trust Company, we take privacy seriously. In providing services to you, we receive non-public, personal information about you. We receive this information through transactions we perform for you and may also receive information about you by virtue of your transactions with affiliates of Olympia Trust Company or other parties. Olympia Trust Company is committed to respecting and protecting the confidentiality of your personal information and the safeguarding of all personal information entrusted to us. We have prepared a Privacy Policy to tell you more about how we protect your personal information. It is available on our website at www.olympiustrust.com.

