



This is the 1st Affidavit of Jun Bi
made on June 5, 2026
No. **S E 2 6 4 2 6 0**
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

- AND -

IN THE MATTER OF THE BUSINESS CORPORATIONS ACT, S.B.C. 2002, c. 57

- AND -

IN THE MATTER OF THE PLAN OF COMPROMISE AND ARRANGEMENT OF
464 EAGLECREST DRIVE LIMITED PARTNERSHIP, TCD DEVELOPMENTS
(GIBSONS) LTD., and 464 EAGLECREST DRIVE PROPERTIES LTD.

PETITIONERS

AFFIDAVIT

I, JUN BI, with a service address of 9th floor, 900 West Hastings Street, British Columbia, AFFIRM THAT:

1. I am a director of 464 Eagle Crest Drive Properties Ltd. ("**Eaglecrest Properties**") and of TCD Developments (Gibsons) Ltd. ("**TDC**"), the general partner of 464 Eaglecrest Drive Limited Partnership ("**Eaglecrest Partnership**").
2. Eaglecrest Partnership, Eaglecrest Properties and TDC are the petitioners in this matter (collectively, the "**Petitioners**"). As such, I have knowledge of the matters hereinafter deposed to save and except where stated to be on information provided to me, in which case I believe the same to be true.
3. In preparing this affidavit, I have relied in various instances on information provided to me by the other directors and advisors of the Petitioners, and where I have relied on such information, I believe such information to be true.
4. This affidavit is made in support of the Petitioners' application for an initial order (the "**Initial Order**") under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-

36 (the "CCAA") substantially in the form attached as Schedule "A" to the petition to be filed with this Court concurrently with my affidavit.

5. All references to monetary amounts in this affidavit are to Canadian dollars unless otherwise stated.

I. BUSINESS ORGANIZATION, OPERATIONS AND MANAGEMENT

Overview

6. The Petitioners have spent several years developing and building a large-scale, residential development named Eagle View Heights located in Gibsons, British Columbia (the "Project").
7. Phase One of the Project ("Phase One") consists of 63 homes across 12 residential buildings located at 464 Eaglecrest Drive, Gibsons, British Columbia (the "Property"), and is near completion. All 63 units of Phase One have been constructed (the "Units"), and the outstanding work is primarily related to finishing.
8. Due to cost overruns and other factors, the Petitioners are experiencing significant liquidity constraints which has resulted in liens being filed against the Project, and defaults of obligations owing to various creditors, including trade and subtrade suppliers, and the Petitioners' primary secured creditor, Tru Cooperative Bank, formerly known as First West Credit Union ("Tru"), who are collectively owed in excess of \$55 million.
9. Due to these factors, construction ceased in February 2026. Subject to obtaining necessary funding to complete the Eagle View Project, completion of Phase One is expected within 3 months of restarting construction.
10. The Petitioners have pre-sold 60 Units in Phase One, proceeds of which would be used to pay down the Petitioners' creditors. However, completion of these sales (or any other sale or refinancing) requires finishing construction of the Project.
11. The Petitioners urgently require additional funding and the benefit of a stay of proceedings to secure project financing, complete construction, and to meet other prerequisites for closing of the pre-sold Units.

The Petitioners

12. **Eaglecrest Partnership is a limited partnership formed under the laws of the Province of British Columbia on or about August 24, 2018. Eaglecrest Partnership's general partner is TCD. Eaglecrest Partnership was formed for the business of acquiring, constructing, developing and selling the Project, with its principal and registered office in Vancouver, British Columbia. Attached as Exhibit "A" is a copy of the corporate search for Eaglecrest Partnership.**
13. **Eaglecrest Properties is a corporation formed under the laws of the Province of British Columbia on or about September 14, 2016, and maintains its registered and records office in Vancouver, British Columbia. Attached as Exhibit "B" is a copy of the corporate search for Eaglecrest Properties. Eaglecrest Properties is the bare trust holding company for the Property.**
14. **TCD is a corporation formed under the laws of the Province of British Columbia on or about August 22, 2018, and maintains its registered and records office in Vancouver, British Columbia. Attached as Exhibit "C" is a copy of the corporate search for TCD.**

Corporate Organization and Management

15. **The principals of each of the Petitioners are Robert Chetner ("Robert"), and myself. We have worked on the Project since its inception. TCD is the sole general limited partner of the Eaglecrest Partnership. Attached as Exhibit "D" is a copy of an organizational chart for the Project.**
16. **The principals of the Petitioners have experience in the construction industry for medium and large-scale residential and commercial developments in British Columbia.**
17. **The Petitioners do not currently directly employ any individuals in British Columbia. The individuals working on the Eagle View Project are employed by third-party subcontractors hired by Kindred Construction Ltd. ("Kindred"), the current general contractor, and the project manager Kind Development Group Ltd. ("Kind Development").**
18. **I am also a director of Kind Development with Robert. The Project is one of several large-scale developments in British Columbia managed by Kind Development under a management agreement with the Petitioners. Kind Development has been engaged in the acquisition and development of real estate in British Columbia for over 30 years and has completed approximately 15-20 (development) projects over that period. Kind Development currently has 2 active projects.**

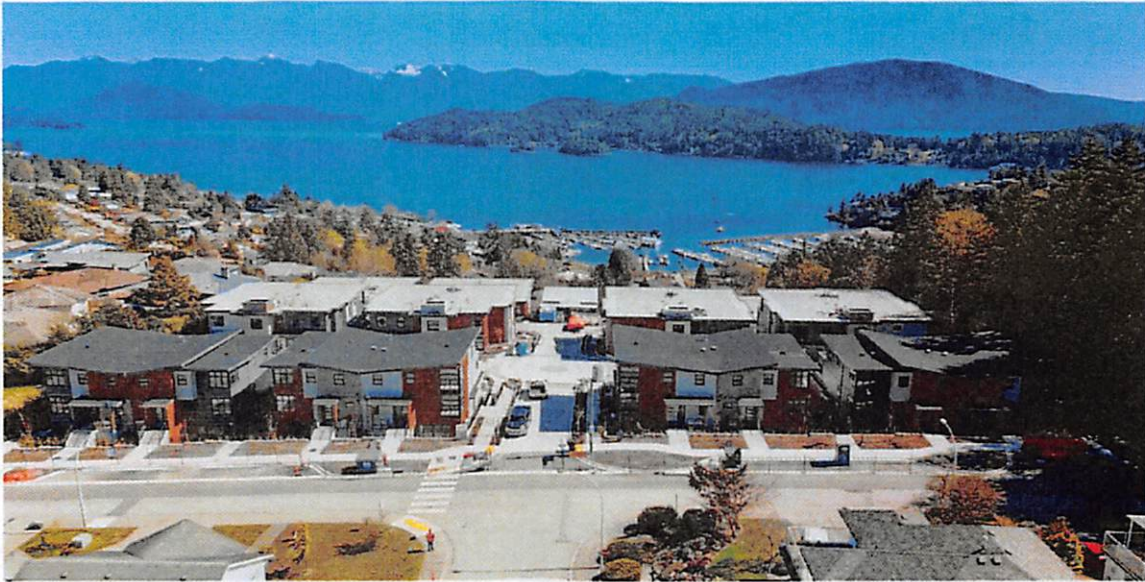
19. Although Kind Development shares certain indebtedness with the Petitioners, it operates as a separate entity and is capable of meeting its obligations as they become due.
20. Kind Development provides the following services to the Petitioners, among others:
 - a. Accounting support, including financial statements, general ledger and banking reconciliations;
 - b. GST reporting and filing;
 - c. Job cost analysis and reporting;
 - d. Budget preparation and monitoring;
 - e. Contract negotiations and negotiations with trades; and
 - f. Working with planners and architects.
21. There is a risk that the commencement of these proceedings may indirectly impact Kind Development's operations, including by triggering termination or disruption of other project loans, along with contracts that are material to the Project and completion of the Project. For this reason, the Petitioners will be seeking relief to protect Kind Developments in relation to the Project.

Background of the Project

22. The Petitioners acquired the Property in 2017. Local community consultation and public open houses commenced in 2018. The initial sales launch for the Units occurred in late 2018, with the first pre-sale contracts entered into as early as 2019.
23. Rezoning approval for the Project was obtained from the Town of Gibsons in June, 2018. Development permits were issued in July 2018. The initial building permits were issued in summer 2020, and site clearing and earthworks commenced in spring 2021 with major construction beginning in the summer 2021.
24. The initial hard costs construction budget provided by Kindred for the Project was approximately \$48 million. During construction, the Petitioners experienced ongoing and significant budget increases. As funding pressures increased, multiple lien claims were filed against the Property.
25. Due to the continuing and substantial budget increases, construction has been paused for approximately 3 ½ months.
26. Without seeking creditor protection under the CCAA, the Petitioners' construction financing and pre-sale purchase agreements are at risk. The Petitioners do not have an alternative source of construction funding. As outlined herein, the

Petitioners have a commitment for interim funding for the completion of construction within a CCAA proceeding.

The Project



27. The Property is legally described as PID: 30-982-421, Lot A, Plan EPP86390, District Lot 1328, Group 1, New Westminster Land District. Attached as **Exhibit "E"** is a Land Title Search for the Property.
28. The Property measures approximately 4.7 acres or 1.9 hectares and extends from Eaglecrest Drive down to Winn Road/Stewart Road, as shown here:
29. Upon completion, the Project will include a mix of luxury condominiums, townhomes, and garden suites, supported by a combination of both structured underground parking and attached garages for the town and garden homes, and shared amenity facilities with expansive ocean and mountain views.
30. The Project is being completed in two phases, with the Eagle View Project comprising of the 63 homes in Phase One, and a second phase ("**Phase Two**") expected to add a further 24 homes.
31. The following is a site plan of the Project:



Phase One of the Project

32. Phase One consists of 63 homes across 12 residential buildings, generally organized as follows:
- a. Upper Townhome Buildings (“**Buildings 1 to 4**”): Four upper buildings fronting Eagleview Crescent, each containing two garden suites and two four-bedroom townhomes. The townhomes feature large floorplans, expansive outdoor spaces, private garages accessed via an internal roadway, and significant ocean and mountain views.
 - b. Mid & Lower Condominium Buildings (“**Buildings 5 to 12**”): Eight three-storey buildings, each with two large one-level homes per floor (six homes per building, except one with five). Each residence includes large decks and premium view corridors, and each building is serviced by a private elevator connecting to the parkade below.
 - c. Parkade & Parking Facilities: A multi-level concrete parkade beneath the lower buildings provides resident and visitor parking, building access, and direct elevator access to each building. The townhomes and garden suites also include private garages.

- d. **Amenity Building & Shared Facilities:** A central amenity building between the residential buildings and the Phase Two lands includes fitness, lounge, kitchen, outdoor areas, pool, and hot tub, all with ocean and mountain views. These amenities are intended to serve both the Phase One and Phase Two, along with a central landscaped park between the phases (the “**Central Park**”).

Status of Construction

a. Municipal Permits and Strata Registration

33. The Petitioners have completed the municipal permitting process with the Town of Gibsons, including obtaining rezoning, a development permit and full building permit.
34. However, the current building permit for Phase 1, except for Building 1 is set to expire on July 12, 2026. Based on my understanding and my past conversations with planning/permitting department of the Town of Gibsons, the Town will allow a buffer of a few weeks up to 2-3 months to let the Project complete or will provide an extension.
35. The Petitioners are currently prepared to submit the Project strata plan for registration at the British Columbia Land Title Office. However, registration has been delayed due to additional and unanticipated municipal requirements imposed by the Town of Gibsons.
36. In particular, the Town of Gibsons has requested that the Petitioners post additional landscaping security in respect of completion of the landscaping works for the Central Park. The requested bond is in the amount of \$297,398.40. The Petitioners already have existing landscaping security in place for all portions of the Project, and the additional requirement was imposed late in the development process and was not anticipated. Attached as **Exhibit “F”** is a copy of the request made by the Town of Gibsons for additional landscaping security made on March 12, 2026.
37. The Town of Gibsons has additionally informed me that they will provide the strata plan immediately to the Petitioners after the posting of additional security, with the ability to register in the Land Title Office thereafter. Upon issuance of the strata plan, the Petitioners would be in the position to obtain the required final building and occupancy permits, initially for the first 16 homes, and shortly thereafter for the remaining 47 homes.

b. Construction

38. By Spring 2021, the Petitioners had mobilized for construction and commenced substantial construction work in respect of the Project.
39. As of today's date, most of the construction work has been completed, including structural construction, the exterior envelope, roofing, windows and glazing, interior finishing, millwork, plumbing fixtures, appliances, elevator installation, mechanical and electrical systems, parkade construction, and construction of the amenity building.
40. The remaining work is limited in scope and primarily consists of:
 - a. deficiency corrections and remediation of outstanding repair items arising from earlier stages of construction;
 - b. minor interior finishing, touch-ups, and completion of incomplete finishes;
 - c. commissioning and final testing of building systems and elevators;
 - d. completion of landscaping works;
 - e. final inspections and municipal sign-offs; and
 - f. obtaining final occupancy approvals.
41. Buildings 1 to 4 are substantially complete and are primarily awaiting final inspections, completion of remaining deficiencies, and final occupancy approvals. Upon completion of these items and registration of the strata plan, the first 16 homes are expected to be capable of closing.
42. Buildings 5 to 12 are also substantially complete. The majority of suites are fully finished, with remaining work limited to deficiency corrections, minor finishing items, commissioning of building systems, elevator commissioning, and final inspections.
43. As above, completion of construction of Phase One is anticipated to occur within 3 months of the recommencement of construction, subject to the availability of necessary funding. The site is presently secured although there are occasional site tours with potential purchasers and consultants.
44. The Petitioners estimated costs to complete Phase One are approximately \$6.75 million. Attached as **Exhibit "G"** is copy of a cash-flow statement indicating to completion of the Eagle View Project (May 2026) detailing the costs to complete Phase One (the "**Completion Cash-Flow**") along with tables detailing the costs to

complete, specifically hard costs, soft costs, financing costs and contingencies (the "Costs to Complete").

45. Further, the Costs to Complete are calculated exclusive of amounts required to fully fund the Holdback Account, defined and detailed below.
46. As detailed further below, the Petitioners have a commitment for funding in the amount of \$6.75 million, which is sufficient to fund the costs to complete Phase One, along with all costs associated with a CCAA proceeding. The Costs to Complete include the interest, charges and fees associated with this funding, however it does not account for any shortfall to the Holdback Account.
47. The Petitioners intend to seek approval of this funding, along with a Court-ordered priority charge.

Status of Pre-Sale Units

48. The Petitioners have entered into pre-sale agreements with purchasers for approximately 60 Units within Phase One of the Project representing a total contracted sales value of approximately \$59,862,392. 15 Units were purchased "in bulk" for the purpose of investment and/or resale. Three Units remain unsold at a sales price of approximately \$4.5 million. Attached as **Exhibit "H"** is summary spreadsheet of pre-sale agreements. Attached as **Exhibit "I"** is a sample copy of a pre-sale agreement.
49. Deposits received under the pre-sale agreements total \$12,099,927.96, with a cash deposit totalling \$7,340,449.48 and a bond deposit of \$4,759,484.48 which are held in trust in accordance with the applicable pre-sale deposit requirements and contractual arrangements.
50. Under the latest amendment to the disclosure statement for the Project, the current outside date for completion of Phase One of the Project is August 3, 2026. Although the Petitioners may seek a further extension of that date, it is vital that the Project is completed, stratification occur and occupancy permits be issued in order to preserve the current pre-sale agreements.

Financial Difficulty and Operational Challenges

51. The initial construction budget for the Project was approximately \$48 million. Following commencement of construction, price increases arose from:

- a. escalation claims;
- b. procurement cost increases;
- c. change orders;
- d. drawing revisions;
- e. trade cost increases; and
- f. delay-related costs.

52. In December 2021 the Project experienced a temporary construction pause of approximately 4 months while final construction financing arrangements were completed. During this period, Kindred undertook a “retendering” process and presented further increases to the project budget.
53. By the end of 2023, the overall budget had increased to approximately \$54,000,000. The construction budget, as overseen by Kindred, continued to escalate thereafter and is currently estimated to be approximately \$66 million.
54. Disagreements arose between the Petitioners about the budget in December 2025. As a result, multiple trade creditors (together, the “Lien Claimants”) filed construction lien claims against the Property, all of which remain outstanding (together, the “Lien Claims”). The Lien Claims, together with ongoing carrying costs and delays in project completion and unit closings, materially impacted the Petitioners’ ability to continue construction of the Development in the ordinary course. Attached as Exhibit “J” is a summary of the Lien Claims.

II. FINANCING AND LIABILITIES

Secured Creditors

a. Loan and Security

55. In 2021, Envision Financial, a division of Tru (“Envision”) was engaged to arrange construction financing for the Development.
56. Under a loan commitment letter dated October 20, 2021 (the “Loan Commitment Letter”) between Eaglecrest Partnership, as borrower, Envision, as lender, and various guarantors, Envision agreed to provide an interim construction loan in the principal amount of \$46,296,000, bearing interest at the prime rate plus 1.75% per annum for a 36-month term and secured by, among other things, a mortgage over the Real Property (the “Construction Loan”), to finance the development and

construction of the Project. Attached hereto as **Exhibit "K"** is a copy of the Loan Commitment Letter.

57. A loan facility was subsequently advanced to the Petitioners pursuant to a loan agreement dated November 5, 2021 (the "**Loan Agreement**") between Eaglecrest Partnership, as borrower, Envision, as lender, and TCD, Eaglecrest Properties, Kind Development, Robert, and myself as indemnitors (collectively in that capacity, the "**Indemnitors**"). Attached hereto as **Exhibit "L"** is a copy of the Loan Agreement.
58. In connection with the Construction Loan and as a condition of the financing, the Indemnitors executed various guarantees, indemnities, and supporting security documentation in favour of Envision, including indemnity agreements pursuant to which the Indemnitors agreed to indemnify Envision for certain losses, liabilities, costs, damages, and obligations arising in connection with the Construction Loan and the Project (collectively, the "**Indemnity Agreements**"). Attached hereto as **Exhibit "M"** is a copy of the Indemnity Agreements.
59. Kind Development and Envision also entered into a Commercial Security Agreement pursuant to which Kind Development granted security in favour of Envision over Kind Development's present and after-acquired personal property and related collateral as continuing security for the obligations owing under the Construction Loan and related loan documents. Attached hereto as **Exhibit "N"** is a copy of the Commercial Security Agreement.
60. It is a default under the Kind Development Commercial Security Agreement for Kind Development to commence insolvency proceedings. Kind Development's lenders on other projects have similar provisions in their lending agreements.

b. Defaults and Demand for Payment

61. Due to the Petitioners' failure to meet payments, Envision made formal demand for payment in a letter dated May 5, 2026 (the "**Demand**") and delivered notice of intention to enforce security. Attached as **Exhibit "O"** is a copy of the Demand.
62. As of May 5, 2026, the Petitioners owe Envision approximately \$48.3 million.

Other Creditors

63. The unsecured creditors of the Petitioners consist primarily of the Lien Claimants and other trade creditors who provided labour, materials, and services in connection with the Project.
64. The Lien Claimants have registered claims in the approximate amount of \$6.5 million, although the Lien Claims involve overlapping claims involving Kindred and other contractors. Unsecured creditors are owed approximately \$691,136.
65. These debts are subordinate to the secured creditor of the Petitioners. A restructuring or sales process with the assistance of the proposed Monitor is much more likely to result in an outcome that would allow the Lien Claimants and other unsecured creditors of the Petitioners to realize a return on their debt, as opposed to a swift liquidation.

III. NEED FOR CREDITOR PROTECTION

66. Given their present financial and liquidity challenges, the Petitioners require a stay of proceedings under the CCAA to maintain the status quo and obtain the "breathing room" required to consider strategic restructuring alternatives and pursue and implement a restructuring strategy.
67. It is imperative for the success of any such strategy that current and potential actions against the Petitioners be stayed, and that the Petitioners be given authorizations under the CCAA to obtain interim financing given its present liquidity position.
68. To protect against such negative effects and to address the Company's current financial difficulties and liquidity challenges, the Petitioners' current plan while under CCAA protection involves the following:
 - a. To immediately complete construction and finishing of the Project;
 - b. Close existing pre-sale purchase agreements; and
 - c. Resolve existing Lien Claims and other claims if possible.
69. In conjunction with the Monitor, the Petitioners will hire a third-party Project Manager to assist with, oversee and finalize the existing construction using current trades (as best possible) and to all final and outstanding and required final inspections, sign offs, and ultimately the occupancy permits. This will allow for closure of pre-sale agreements.

70. Envision is supportive of a CCAA proceeding and as discussed herein, has agreed to provide interim financing (the "Interim Financing Facility") to the Petitioners for this purpose.

IV. FINANCIAL STATUS AND RESTRUCTURING

Balance Sheets

71. Attached as Exhibit "P" is a copy of Eaglecrest Properties' unaudited financial statements for the year ended December 31, 2025. Attached as Exhibit "Q" is a copy of Eaglecrest Partnership's unaudited financial statements for the year ended December 31, 2025. Attached as Exhibit "R" is a copy of TCD's unaudited financial statements for the year ended December 31, 2025 which I have reviewed and believe the information set out therein is accurate.

Assets

72. The Eaglecrest Partnership's assets consist of cash, the Holdback Account, the Property and construction in progress.
73. From reviewing the various statements, I am aware that as of December 31, 2025, the partnership's current and long-term assets totalled: \$87,230,804, consisting primarily of the Real Property and cash, accounts receivable, deposits/prepaid expenses and GST receivable.
74. As of the date of this affidavit, the Eaglecrest Partnership currently has, outside the value of the Project:
- a. A negative cash position;
 - b. Account receivables in the amount of \$134,925;
 - c. Deposits and prepaid expenses in the amount of \$71,754; and
 - d. A GST receivable in the amount of \$4,812.
75. As above, the Petitioners also have a holdback account (the "Holdback Account") held by Kindred pursuant to a Holdback Account Agreement dated July 20, 2021. Attached as Exhibit "S" is a copy of that agreement. At present, the Holdback Account contains \$1,707,302.25.
76. Under the construction contract for the Project, the Petitioners are required to deposit into the Holdback Account an amount equal to 10% of each subcontractor

invoice. This requirement applies only to subcontractor invoices and does not apply to material suppliers, equipment rentals, utilities, or construction management fees.

77. As of May 31, 2026, the Holdback Account has a shortfall of \$256,568.40. The Petitioners have been under capitalized for quite some time. This has resulted in ongoing shortfalls and challenges for the Petitioners. As a result, at times, the Petitioners have redirected funds that should have been deposited to the Holdback Account to address Project costs. Any and all funds drawn from the construction loan were used for hard or soft costs (including professional fees and financing costs) for the Project.
78. Due to the Holdback Account's size, the Petitioners, with the assistance of the Monitor, wish to obtain control of the Holdback Account at the earliest opportunity. The recovery of the Holdback Account will safeguard it for the benefits of stakeholders.

Liabilities

79. The Eaglecrest Partnership's liabilities are comprised primarily of accounts payable and accrued liabilities, the Construction Loan, and other minor related party contributions.
80. The Eaglecrest Partnership's current and long-term liabilities as reported in the Eaglecrest Partnership's Financial Statements consist of (numbers updated to be current):
- a. accounts payable and accrued liabilities of \$4,278,019;
 - b. \$1,714,780 in loans payable and accrued;
 - c. \$17,288,127 due to related companies; and
 - d. \$53,866,826 under the the Construction Loan.
81. Attached as Exhibit "T" is a copy of a current creditor list.

Cash Management System

82. The Petitioners' cash management system (the "Cash Management System"), including the collection, transfer and disbursements of funds, is administered from its head office in Vancouver.
83. Eaglecrest Partnership has previously used Envision as its banking provider, who provided the Construction Loan along with a Letter of Credit, and a chequing

account with is now fully drawn. It also has an RBC Business Bank account which has \$367.92 in its account.

84. The Petitioners do not have their own credit card. The Petitioners have used Kind Development's credit card for intercompany transactions.
85. In connection with the CCAA Proceedings, the Petitioners seek to continue to operate the Cash Management System to fund its obligations and to maintain its existing banking arrangements. Continuing the Cash Management System will minimize disruption to the Petitioners' operations and avoid the need to negotiate and implement alternative banking arrangements. The Cash Management System includes the necessary accounting controls to enable the Petitioners and the proposed Monitor to trace funds and ensure that all transactions are adequately documented and readily ascertainable.

The Monitor

86. Subject to court approval, FTI Consulting Canada Inc. ("FTI") is prepared to act as monitor (in such capacity, the "Monitor") of 464 Eaglecrest Partnership in these CCAA proceedings on the terms set out in the Company's proposed initial CCAA order. Attached as Exhibit "U" is a copy of FTI's signed consent to act as monitor.
87. The Petitioners seek to enhance the Monitor's powers to include, among other things, the ability to exercise any powers of the Petitioners' board of directors or their officers and to control the Petitioners' receipts and disbursements
88. These enhanced powers are a condition of Envision supporting these proceedings, including providing the Interim Financing Facility. The Petitioners support enhancing the Monitor's powers to assist with these proceedings and to ensure access to the Interim Financing Facility.

Court Ordered Charges

a. Administration Charge

89. As noted above, the proposed Monitor has agreed to assist the Petitioners with their restructuring efforts. The Petitioners contemplate that the proposed Monitor, counsel for the proposed Monitor, and counsel to the Petitioners would be granted a first priority Court-ordered charge on the assets, property and undertaking of the Petitioners, in priority to all claims, up to the maximum amount of \$200,000 in

respect of their respective fees and disbursements, incurred at standard rates and charges (the "**Administration Charge**").

90. I believe that the Administration Charge is necessary to ensure these professionals' continued assistance.

b. Interim Financing

91. As demonstrated in the Cash-flow Projections, the Petitioners will require interim financing to pursue its restructuring efforts in the context of these CCAA proceedings and to allow payment of financial obligations, including obligations to trade creditors, as well as to facilitate an efficient and orderly sales process. The Peittioners intend to approval of interim financing at the hearing for the Initial Order.
92. As above, the Petitioners will require financing in the aggregate amount of \$6.75 million to complete the Development and fund a CCAA proceeding. Without interim financing, the Petitioners will not have sufficient cash on hand to continue operating, complete the Project and complete any sales.
93. In order to support completion of the Projects, and the Petitioners' restructuring efforts, Envision/Tru has agreed to provide the Interim Financing Facility pursuant to a offer of credit dated June 8, 2026 (the "**Interim Financing Term Sheet**"). Attached as **Exhibit "V"** is a copy of the Interim Financing Term Sheet.
94. It is a condition of the Interim Financing Facility that advances made to the Petitioners be secured by a interim financing charge ("**Interim Financing Charge**"). Given the urgent requirement to complete the Project, the Petitioners believe that the Interim Financing Charge would be fair and reasonable. In addition, the Interim Financing Charge will secure a payment of \$281,276.54 made on May 28, 2026 for insurance coverage for the Project in preparation for these proceedings. Attached as **Exhibit "W"** is a copy of details of that advance by Envision.
95. The key financial terms of the Interim Financing Term Sheet include:
- a. the Interim Financing Facility will be a non-revolving credit facility up to a maximum principal amount of \$6,750,000;
 - b. as noted above, security for repayment of the Interim Financing Facility will be, among other things, the Interim Financing Charge;
 - c. interest is Prime plus 6%, calculated daily and payable monthly in arrears on the first business day of each month; and

d. a one-time fee of \$150,000, which is included in the maximum principal amount, will be payable to the Envision on the date of the initial advance.

96. In addition to the above financial terms, the Interim Financing Term Sheet provides for a maturity date that is the earlier of: (i) 6 months from the initial advance; (ii) the date on which the stay of proceedings in the CCAA is lifted without the consent of the Interim Lender or the CCAA proceeding is terminated for any reasons; (iii) the conversion of the CCAA proceeding into a proceeding under the Bankruptcy and Insolvency Act (Canada) or other provincial statutes; (iv) ten days following written notice by the Envision to the Petitioners of an Event of Default (as defined in the Interim Financing Credit Agreement).

97. Further, the Interim Financing Credit Agreement contains, among others, the following key provisions:

- a. the Interim Financing Facility is to be used to fund professional fees and the outstanding and remaining building costs for the Project; and
- b. certain conditions precedent to funding of the effectiveness of the Interim Financing Term Sheet, including:
 - i. The Petitioners obtaining a Court-order approving the Interim Financing Term Sheet and certain court-ordered charges, including the Interim Financing Charge; and
 - ii. payment of all fees owing to the Interim Lender.

98. In the circumstances, having regard to the Petitioners' current financial needs, the way the Petitioners' business and financial affairs are to be managed pending the implementation of its restructuring efforts, and the nature and value of the Petitioners' property, I believe that the approval of the Interim Financing Facility is the best available option for the Company to preserve value.

V. RELIEF SOUGHT AT INITIAL APPLICATION

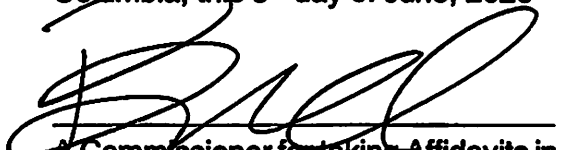
99. The Petitioners have made every effort to resolve their financial challenges without CCAA proceedings. It has become clear that completing the Project requires the relief provided by the CCAA.

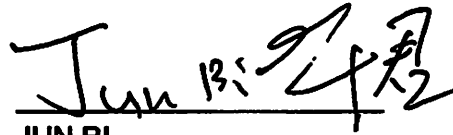
100. The Petitioners are now seeking relief under the CCAA to preserve their operations, to prevent enforcement steps from being taken in respect of the Petitioners' secured creditor, lien claimants or other creditors, and to preserve the opportunity to complete the Project for the benefit of all stakeholders. The CCAA proceedings are additionally necessary to preserve the Project's value through retention of pre-sale purchase agreements.

VI. CONCLUSION

109. For the above reasons, the Petitioners request that this Court grant protection under the CCAA on the terms sought in the Petition filed concurrently with my affidavit.

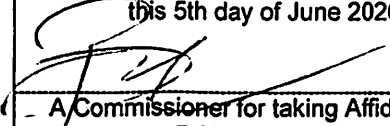
AFFIRMED BEFORE ME AT the City
of Vancouver in the Province of British
Columbia, this 5th day of June, 2026


A Commissioner for taking Affidavits in
and for the Province of British
Columbia.


JUN BI

BENJAMIN LA BORIE
Barrister & Solicitor
9th Floor, 900 West Hastings Street
Vancouver, British Columbia V6C 1E5

This is Exhibit "A" referred to
in the Affidavit of
Jun Bi
affirmed before me at Vancouver, BC
this 5th day of June 2026



A Commissioner for taking Affidavits for
British Columbia



Limited Partnership Summary

For

464 EAGLECREST DRIVE LIMITED PARTNERSHIP

Date and Time of Search: May 12, 2026 11:11 AM Pacific Daylight Time
Currency Date: March 30, 2026

ACTIVE

Registration Number: LP0755455
Name of Limited Partnership: 464 EAGLECREST DRIVE LIMITED PARTNERSHIP
Registration Date: August 24, 2018
Termination Date: December 31, 2025

REGISTERED OFFICE INFORMATION

Registered Office Address:
Suite 428 - 755 Burrard Street
Vancouver BC
CANADA V6Z 1X6

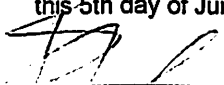
GENERAL PARTNER INFORMATION

Individual or Company Name:
TCD DEVELOPMENTS (GIBSONS) LTD.

Incorporation or Registration
1176824

Residential or Registered Address:
1754 WEST 3RD AVENUE
VANCOUVER BC
CANADA V6J 1K4

This is Exhibit "B" referred to
in the Affidavit of
Jun Bi
affirmed before me at Vancouver, BC
this 5th day of June 2026



A Commissioner for taking Affidavits for
British Columbia



BC Company Summary

For
464 EAGLECREST DRIVE PROPERTIES LTD.

Date and Time of Search: May 12, 2026 11:11 AM Pacific Time

Currency Date: March 16, 2026

ACTIVE

Incorporation Number: BC1089556

Name of Company: 464 EAGLECREST DRIVE PROPERTIES LTD.

Business Number: 751339722 BC0001

Recognition Date and Time: Incorporated on September 14, 2016 02:46 PM Pacific Time **In Liquidation:** No

Last Annual Report Filed: September 14, 2024 **Receiver:** No

COMPANY NAME INFORMATION

Previous Company Name

TCD DEVELOPMENTS (GIBSONS) LTD.

Date of Company Name Change

August 21, 2018

REGISTERED OFFICE INFORMATION

Mailing Address:

SUITE 428-755 BURRARD STREET
 VANCOUVER BC V6Z 1X6
 CANADA

Delivery Address:

SUITE 428-755 BURRARD STREET
 VANCOUVER BC V6Z 1X6
 CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

SUITE 428-755 BURRARD STREET
 VANCOUVER BC V6Z 1X6
 CANADA

Delivery Address:

SUITE 428-755 BURRARD STREET
 VANCOUVER BC V6Z 1X6
 CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:

Bi, Jun

Mailing Address:

1312 WEST 57TH AVENUE
 VANCOUVER BC V6P 1S8
 CANADA

Delivery Address:

1312 WEST 57TH AVENUE
 VANCOUVER BC V6P 1S8
 CANADA

Last Name, First Name, Middle Name:

Chetner, Robert

Mailing Address:2827 WEST 43RD AVENUE
VANCOUVER BC V6N 3H9
CANADA**Delivery Address:**2827 WEST 43RD AVENUE
VANCOUVER BC V6N 3H9
CANADA

OFFICER INFORMATION AS AT September 14, 2024**Last Name, First Name, Middle Name:**

Bi, Jun

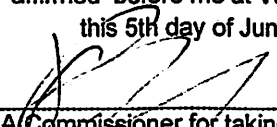
Office(s) Held: (President)**Mailing Address:**3868 W 50TH AVENUE
VANCOUVER BC V6N 0E4
CANADA**Delivery Address:**3868 W 50TH AVENUE
VANCOUVER BC V6N 0E4
CANADA

Last Name, First Name, Middle Name:

Chetner, Robert

Office(s) Held: (Secretary)**Mailing Address:**2827 WEST 43RD AVENUE
VANCOUVER BC V6N 3H9
CANADA**Delivery Address:**2827 WEST 43RD AVENUE
VANCOUVER BC V6N 3H9
CANADA

This is Exhibit "C" referred to
in the Affidavit of
Jun Bi
affirmed before me at Vancouver, BC
this 5th day of June 2026



A Commissioner for taking Affidavits for
British Columbia



BC Registry
Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For
TCD DEVELOPMENTS (GIBSONS) LTD.

Date and Time of Search: May 12, 2026 11:12 AM Pacific Time
Currency Date: March 16, 2026

ACTIVE

Incorporation Number: BC1176824
Name of Company: TCD DEVELOPMENTS (GIBSONS) LTD.
Business Number: 737889717 BC0001
Recognition Date and Time: Incorporated on August 22, 2018 10:45 AM Pacific Time **In Liquidation:** No
Last Annual Report Filed: August 22, 2024 **Receiver:** No

REGISTERED OFFICE INFORMATION

Mailing Address:
SUITE 428 - 755 BURRARD STREET
VANCOUVER BC V6Z 1X6
CANADA

Delivery Address:
SUITE 428 - 755 BURRARD STREET
VANCOUVER BC V6Z 1X6
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
SUITE 428 - 755 BURRARD STREET
VANCOUVER BC V6Z 1X6
CANADA

Delivery Address:
SUITE 428 - 755 BURRARD STREET
VANCOUVER BC V6Z 1X6
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Bi, Jun

Mailing Address:
1312 WEST 57TH AVENUE
VANCOUVER BC V6P 1S8
CANADA

Delivery Address:
1312 WEST 57TH AVENUE
VANCOUVER BC V6P 1S8
CANADA

Last Name, First Name, Middle Name:

Chetner, Robert

Mailing Address:2827 WEST 43RD AVENUE
VANCOUVER BC V6N 3H9
CANADA**Delivery Address:**2827 WEST 43RD AVENUE
VANCOUVER BC V6N 3H9
CANADA

OFFICER INFORMATION AS AT August 22, 2024**Last Name, First Name, Middle Name:**

Bi, Jun


Office(s) Held: (President)**Mailing Address:**3868 W 50TH AVENUE
VANCOUVER BC V6N 0E4
CANADA**Delivery Address:**3868 W 50TH AVENUE
VANCOUVER BC V6N 0E4
CANADA

Last Name, First Name, Middle Name:

Chetner, Robert

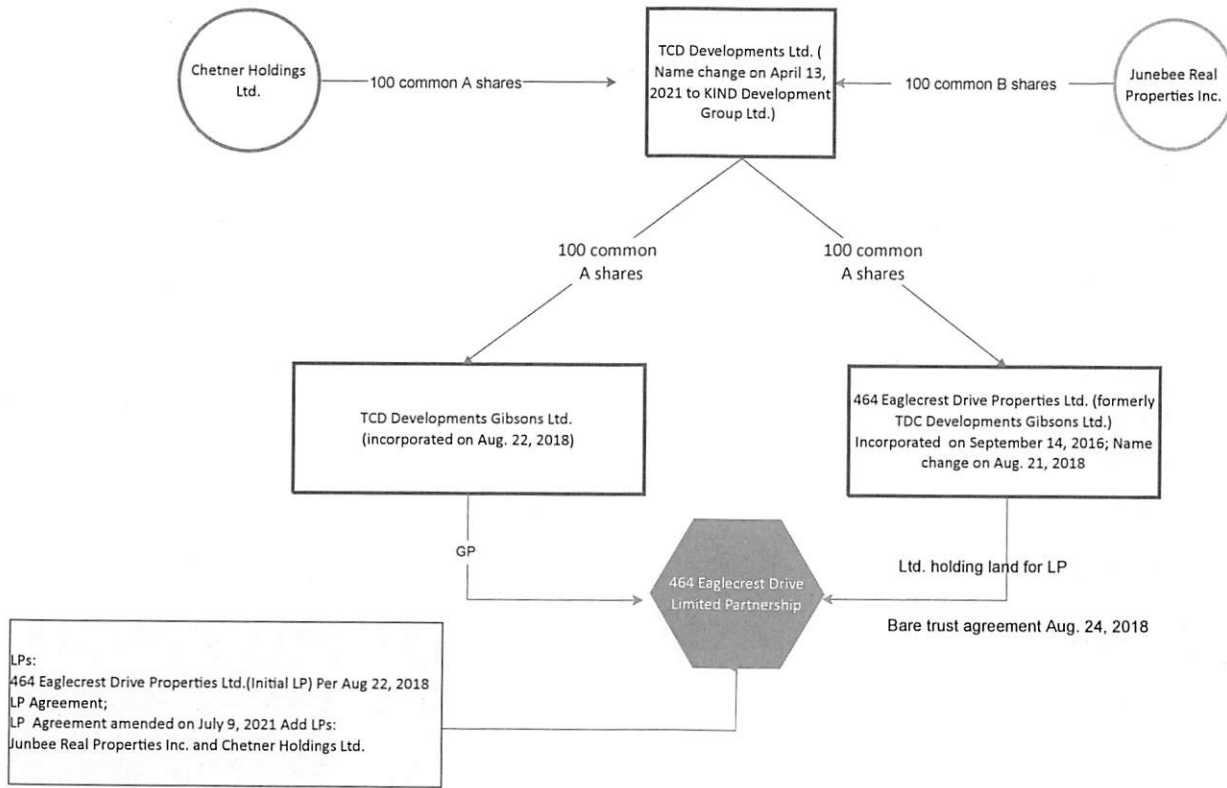
Office(s) Held: (Secretary)**Mailing Address:**2827 WEST 43RD AVENUE
VANCOUVER BC V6N 3H9
CANADA**Delivery Address:**2827 WEST 43RD AVENUE
VANCOUVER BC V6N 3H9
CANADA

This is Exhibit "D" referred to
in the Affidavit of
Jun Bi
affirmed before me at Vancouver, BC
this 5th day of June 2026

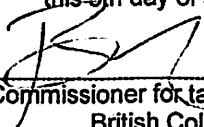


A Commissioner for taking Affidavits for
British Columbia

Gibsons Org Chart as of Aug. 24 2018



This is Exhibit "E" referred to
in the Affidavit of
Jun Bi
affirmed before me at Vancouver, BC
this 5th day of June 2026



A Commissioner for taking Affidavits for
British Columbia

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under SECTION 98 LAND TITLE ACT

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CA7921441
From Title Number CA7020113

Application Received 2019-12-11

Application Entered 2019-12-24

Registered Owner in Fee Simple
Registered Owner/Mailing Address: 464 EAGLECREST DRIVE PROPERTIES LTD., INC.NO. BC1089556
1754 WEST 3RD AVENUE
VANCOUVER, BC
V6J 1K4

Taxation Authority North Shore - Squamish Valley Assessment Area
Gibsons, Town of

Description of Land
Parcel Identifier: 030-982-421
Legal Description:
LOT A DISTRICT LOT 1328 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP86390

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA5665055
FILED 2016-11-23

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA6984803

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CB1500724
AMENDED BY CB2436571

TITLE SEARCH PRINT

File Reference: 21818-001

13
2026-06-01, 17:29:39
Requestor: Cinthya Nunez

Charges, Liens and Interests

Nature: STATUTORY RIGHT OF WAY
Registration Number: BJ36203
Registration Date and Time: 1995-02-03 13:44
Registered Owner: TOWN OF GIBSONS
Remarks: PLAN LMP21606

Nature: COVENANT
Registration Number: CA6854749
Registration Date and Time: 2018-06-11 10:28
Registered Owner: TOWN OF GIBSONS

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA7921442
Registration Date and Time: 2019-12-11 09:51
Registered Owner: TOWN OF GIBSONS

Nature: MORTGAGE
Registration Number: CA9795297
Registration Date and Time: 2022-03-18 13:36
Registered Owner: FIRST WEST CREDIT UNION
INCORPORATION NO. FI 156

Nature: ASSIGNMENT OF RENTS
Registration Number: CA9795298
Registration Date and Time: 2022-03-18 13:36
Registered Owner: FIRST WEST CREDIT UNION
INCORPORATION NO. FI 156

Nature: MORTGAGE
Registration Number: CA9796011
Registration Date and Time: 2022-03-18 15:55
Registered Owner: TRAVELERS INSURANCE COMPANY OF CANADA
INCORPORATION NO. A0064831

Nature: ASSIGNMENT OF RENTS
Registration Number: CA9796012
Registration Date and Time: 2022-03-18 15:55
Registered Owner: TRAVELERS INSURANCE COMPANY OF CANADA
INCORPORATION NO. A0064831

Nature: PRIORITY AGREEMENT
Registration Number: CA9796164
Registration Date and Time: 2022-03-18 16:42
Remarks: GRANTING CA9795297 PRIORITY OVER CA9796011 AND
CA9796012

TITLE SEARCH PRINT
File Reference: 21818-001

14
2026-06-01, 17:29:39
Requestor: Cinthya Nunez

Nature: PRIORITY AGREEMENT
Registration Number: CA9796165
Registration Date and Time: 2022-03-18 16:42
Remarks: GRANTING CA9795298 PRIORITY OVER CA9796011 AND CA9796012

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB565496
Registration Date and Time: 2023-04-14 13:24
Registered Owner: FORTISBC ENERGY INC.
INCORPORATION NO. BC1023718

Nature: PRIORITY AGREEMENT
Registration Number: CB646858
Registration Date and Time: 2023-05-26 11:20
Remarks: GRANTING CA9795297 PRIORITY OVER CA9796011 AND CA9796012

Nature: PRIORITY AGREEMENT
Registration Number: CB646859
Registration Date and Time: 2023-05-26 11:20
Remarks: GRANTING CA9795298 PRIORITY OVER CA9796011 AND CA9796012

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB2475626
Registration Date and Time: 2025-11-25 16:46
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB2475627
Registration Date and Time: 2025-11-25 16:46
Registered Owner: TELUS COMMUNICATIONS INC.
INCORPORATION NO. BC1101218

Nature: CLAIM OF BUILDERS LIEN
Registration Number: HB18183
Registration Date and Time: 2025-12-09 10:04
Registered Owner: HUMAN NATURE LANDSCAPES INC.
INCORPORATION NO. BC0941703

Nature: CLAIM OF BUILDERS LIEN
Registration Number: BB5011359
Registration Date and Time: 2026-01-08 12:16
Registered Owner: GALAXY IDP CONSTRUCTION LTD.

TITLE SEARCH PRINT
File Reference: 21818-001

15
2026-06-01, 17:29:39
Requestor: Cinthya Nunez

Nature: CLAIM OF BUILDERS LIEN
Registration Number: BB5011360
Registration Date and Time: 2026-01-08 12:18
Registered Owner: CROWN BUILDING SUPPLIES

Nature: CLAIM OF BUILDERS LIEN
Registration Number: BB5011396
Registration Date and Time: 2026-01-13 12:49
Registered Owner: DOWNTOWN PAINTING LTD.

Nature: CLAIM OF BUILDERS LIEN
Registration Number: BB5011397
Registration Date and Time: 2026-01-13 12:49
Registered Owner: DICOE CONTRACTING LTD.

Nature: CLAIM OF BUILDERS LIEN
Registration Number: BB5011398
Registration Date and Time: 2026-01-13 12:49
Registered Owner: RK BLOSSOM DRYWALL LTD.

Nature: CLAIM OF BUILDERS LIEN
Registration Number: BB5011399
Registration Date and Time: 2026-01-13 12:49
Registered Owner: BLUE NILE CONSTRUCTION LTD.

Nature: CLAIM OF BUILDERS LIEN
Registration Number: HB19047
Registration Date and Time: 2026-01-21 11:33
Registered Owner: SHADE CONSTRUCTION LTD.
INCORPORATION NO. BC1348240

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB2579432
Registration Date and Time: 2026-01-21 12:27
Registered Owner: CANEX BUILDING SUPPLIES LTD.
INCORPORATION NO. BC0463740

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB2581708
Registration Date and Time: 2026-01-22 12:07
Registered Owner: KINDRED CONSTRUCTION LTD.

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB2589830
Registration Date and Time: 2026-01-27 14:51
Registered Owner: SYSTEM ONE FLOOR SOLUTIONS INC.

TITLE SEARCH PRINT

File Reference: 21818-001

2026-06-01, 17:29:39
Requestor: Cinthya Nunez

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB2597895
Registration Date and Time: 2026-01-30 11:14
Registered Owner: GIBSONS READY MIX LTD.
INCORPORATION NO. BC686307

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB2618397
Registration Date and Time: 2026-02-11 10:25
Registered Owner: JAYVEER ENTERPRISES LTD.

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB2633324
Registration Date and Time: 2026-02-20 10:26
Registered Owner: OLSON ELECTRIC LTD.

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB2648304
Registration Date and Time: 2026-02-27 10:42
Registered Owner: MUNRO WOODWORKING LTD.
INCORPORATION NO. C0284577

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB2654086
Registration Date and Time: 2026-03-03 09:41
Registered Owner: SUNBELT RENTALS OF CANADA INC.
INCORPORATION NO. BC1555314

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB2656823
Registration Date and Time: 2026-03-04 10:30
Registered Owner: SUNBELT RENTALS OF CANADA INC.
INCORPORATION NO. BC1555314

Nature: CLAIM OF BUILDERS LIEN
Registration Number: HB20546
Registration Date and Time: 2026-03-04 17:52
Registered Owner: JAX EXTERIORS LTD.

Nature: CERTIFICATE OF PENDING LITIGATION
Registration Number: CB2661438
Registration Date and Time: 2026-03-06 09:35
Registered Owner: CANEX BUILDING SUPPLIES LTD.
INCORPORATION NO. BC0463740

TITLE SEARCH PRINT

File Reference: 21818-001

2026-06-01, 17:29:39
Requestor: Cinthya Nunez

Nature: CLAIM OF BUILDERS LIEN
Registration Number: HB20639
Registration Date and Time: 2026-03-07 18:46
Registered Owner: SHADE CONSTRUCTION LTD.
INCORPORATION NO. BC1348242

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB2666725
Registration Date and Time: 2026-03-10 10:25
Registered Owner: VANGUARD MECHANICAL LTD.

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB2695100
Registration Date and Time: 2026-03-24 15:52
Registered Owner: B & K SOILS AND LANDSCAPE SUPPLY INC.
INCORPORATION NO. BC0423706

Nature: CLAIM OF BUILDERS LIEN
Registration Number: HB22065
Registration Date and Time: 2026-05-01 15:06
Registered Owner: A-STAR DOORS & MOULDINGS LTD

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB2772713
Registration Date and Time: 2026-05-04 12:19
Registered Owner: ONE DEGREE HVAC SERVICE GROUP LTD.
INCORPORATION NO. BC1111353

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB2773149
Registration Date and Time: 2026-05-04 14:35
Registered Owner: APLIN & MARTIN CONSULTANTS LTD.

Nature: CERTIFICATE OF PENDING LITIGATION
Registration Number: CB2794497
Registration Date and Time: 2026-05-14 14:18
Registered Owner: OLSON ELECTRIC LTD.
INCORPORATION NO. .

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB2811286
Registration Date and Time: 2026-05-25 12:25
Registered Owner: APLIN & MARTIN CONSULTANTS LTD.

TITLE SEARCH PRINT
File Reference: 21818-001

18
2026-06-01, 17:29:39
Requestor: Cinthya Nunez

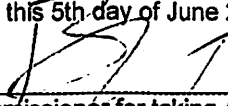
Nature: CERTIFICATE OF PENDING LITIGATION
Registration Number: CB2825764
Registration Date and Time: 2026-06-01 09:03
Registered Owner: GALAXY IDP CONSTRUCTION LTD.
INCORPORATION NO. BC0797329

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications
Parcel Identifier: 030-982-421
Application Number/Type: CB2811285 CHARGE RELEASE

This is Exhibit "F" referred to
in the Affidavit of
Jun Bi
affirmed before me at Vancouver, BC
this 5th day of June 2026



A Commissioner for taking Affidavits for
British Columbia



PO Box 340
474 South Fletcher Road
Gibsons BC | VON 1V0

T 604-886-2274
F 604-886-9735
info@gibsons.ca
www.gibsons.ca

Date: March 12, 2026

To: Rob Chetner – KiND Developments

Re: *Confirmation of Required Security for Phased Strata Subdivision – Public Trail Access and Park (Common Facility)*

Section 225(2), Strata Property Act

Dear Rob,

The Town confirms that, as part of the approval requirements for the proposed **phased strata subdivision**, the developer must satisfy Section 225(2) of the *Strata Property Act*, which requires:

1. A certification from the Landscape Architect confirming that the **Public Trail Access and Park (Common Facility)** have been constructed and is provided for; **OR**
2. A **deposit of security** in an amount sufficient to cover the full cost of constructing the required common facilities.

For option 2, in the absence of the Director of Planning and Development, and acting on her behalf, I confirm that the Town has reviewed and accepted the cost estimate for construction of the Public Trail Access and Park as submitted by your team. The Director previously accepted the quote, with contingency, for a total required security amount of **\$297,398.40**.

This amount may be provided in the form of a **cash bond, irrevocable letter of credit, or other acceptable security**, made payable to the Town.

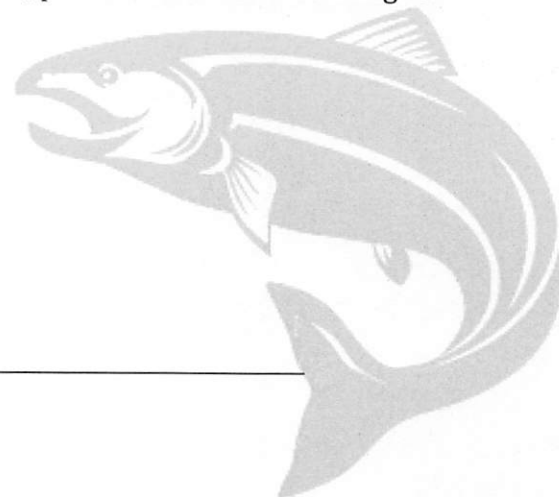
Upon receipt of the full security amount, the Town will consider the Section 225(2) requirement satisfied for the purposes of proceeding with the phased strata subdivision approval and will release the signed strata plan documents for registration. The Town will return the bond upon receipt of the letter from the Landscape Architect certifying that the construction of the Public Trail and Park (Common Facility) has been completed to 50% or more.

Should you have any questions or require further documentation, please contact the undersigned.

Sincerely,

Jason Knowles

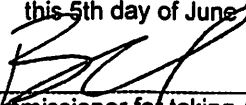
Acting Director of Planning & Development (on behalf of
Lesley-Anne Staats)
Town of Gibsons
Chief Building Official
604-840-1657



TOWN OF GIBSONS

"Nature is our most valuable asset"

This is Exhibit "G" referred to
in the Affidavit of
Jun Bi
affirmed before me at Vancouver, BC
this 5th day of June 2026



A Commissioner for taking Affidavits for
British Columbia

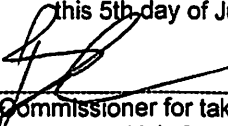
464 Eaglecrest Drive Limited Partnership, TCD Developments (Gibsons) Ltd., and 464 Eaglecrest Drive Properties Ltd. (collectively, the "Petitioners")
 Consolidated Cash Flow Forecast of the Petitioners

(CAD)	05-Jun-26	12-Jun-26	19-Jun-26	26-Jun-26	03-Jul-26	10-Jul-26	17-Jul-26	24-Jul-26	31-Jul-26	07-Aug-26	14-Aug-26	21-Aug-26	28-Aug-26	13 Weeks Total
Forecast Week Ending Friday	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Receipts														
Sales Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Receipts														
Total Receipts	[2]													
Operating Disbursements														
Hard Costs	[3]	(300,000)	-	-	(1,075,466)	(50,000)	-	(1,075,466)	(50,000)	-	-	(1,075,466)	(50,000)	(3,626,397)
Consultants	[4]	-	-	-	(46,167)	-	-	(22,167)	-	-	-	(22,167)	-	(90,500)
Insurance	[5]	(282,000)	-	-	(123,919)	-	-	(10,517)	-	-	-	-	-	(416,437)
Property Taxes	[6]	(295,657)	-	-	-	-	-	-	-	-	-	-	-	(295,657)
Cash Collateral for Park Bond	[7]	-	-	-	(298,000)	-	-	-	-	-	-	-	-	(298,000)
Other Soft Costs	[8]	(312,583)	-	-	(141,918)	-	-	(91,916)	-	-	-	-	-	(638,418)
Restructuring Professional Fees	[9]	(150,000)	-	-	(175,000)	-	-	(175,000)	-	-	-	-	-	(500,000)
Interim Lender Professional Fees		(50,000)	-	-	(25,000)	-	-	(25,000)	-	-	-	-	-	(125,000)
Total Operating Disbursements		(1,390,240)	-	-	(1,885,468)	(50,000)	-	(1,400,065)	(50,000)	-	-	(1,389,548)	-	(6,185,321)
Interim Financing														
Advances		1,800,000	-	-	2,000,000	-	-	1,450,000	-	-	-	1,500,000	-	6,750,000
Payment of Fees and Interest		(150,000)	-	-	(110,000)	-	-	-	-	-	-	-	-	(260,000)
Payment of Principal		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Interim Financing		1,650,000	-	-	(110,000)	2,000,000	-	1,450,000	-	-	-	1,500,000	-	6,490,000
Net Cash Flow		259,761	-	-	(110,000)	114,532	-	(49,935)	(50,000)	-	-	110,452	-	324,679
Cash														
Beginning Balance		-	259,761	259,761	149,761	264,293	214,293	214,293	214,293	214,228	214,228	214,228	214,228	214,228
Net Cash Flow		259,761	-	(110,000)	114,532	(50,000)	-	(49,935)	(50,000)	-	-	110,452	-	324,679
Ending Balance		\$ 259,761	\$ 259,761	\$ 149,761	\$ 264,293	\$ 214,293	\$ 214,293	\$ 214,293	\$ 214,228	\$ 214,228	\$ 214,228	\$ 324,679	\$ 324,679	\$ 324,679

Notes to the Consolidated Cash Flow Forecast:

- [1] The purpose of the Cash Flow Forecast is to estimate the liquidity requirements of the Petitioners. The forecast above is presented in Canadian Dollars and has been forecasted on a cash basis.
- [2] Forecast Total Receipts is presented exclusive of anticipated sales of completed units during the forecast period due to uncertainty around timing of occupancy permits.
- [3] Forecast Hard Costs are based on recent quantity surveyor reports with adjustments to certain items to reflect conservatism or contracted costs.
- [4] Forecast Consultants costs are based on the estimator remaining costs to be incurred to achieve occupancy on all units.
- [5] Forecast Insurance includes OOC insurance as well as DP1 and New Home Warranty premiums. \$282,000 in Week 1 relates to payment of protective disbursements incurred by TRU.
- [6] Forecast Property Taxes include the current year as well as arrears for 2025.
- [7] Forecast Cash Collateral for Park Bond relates to bonds that may be required for work to be performed on the project's park and retention bond.
- [8] Forecast Other Soft Costs includes miscellaneous costs as well as contingencies for unforeseen expenses.
- [9] Forecast Restructuring Professional Fees includes the Company's legal counsel, the Monitor and the Monitor's legal counsel.

This is Exhibit "H" referred to
in the Affidavit of
Jun Bi
affirmed before me at Vancouver, BC
this 5th day of June 2026



A Commissioner for taking Affidavits for
British Columbia

EagleView Heights, Gibsons _ Sales Information


SL #	Unit Home	Notes	PURCHASE Price	Bond Deposit	Cash Deposit	DPI used	Cash Deposit Balance
1	B1 TWN1 SL1	Original Sale	\$949,000	\$94,900	\$94,900	\$94,900	\$0
2	B1 TWN2 SL2	Assigned Unit	\$998,900		\$199,780	\$99,890	\$99,890
3	B1 GS1 SL3	Original Sale	\$424,900		\$84,980	\$84,980	\$0
4	B1 GS2 SL4	Original Sale	\$424,900		\$84,980	\$84,980	\$0
5	B2 TWN1 SL5	Bulk Purchase	\$847,335	\$847,335	\$-	\$-	\$0
6	B2 TWN2 SL6	Original Sale	\$998,900		\$199,780	\$199,780	\$0
7	B2 GS1 SL7	Assigned Unit	\$439,900		\$87,890	\$87,890	\$0
8	B2 GS2 SL8	Assigned Unit	\$399,000		\$79,800	\$79,800	\$0
9	B3 TWN1 SL9	Assigned Unit	\$1,269,915		\$269,915	\$269,915	\$0
10	B3 TWN2 SL10	Original Sale	\$998,800		\$199,760	\$199,760	\$0
11	B3 GS1 SL11	Assigned Unit	*Included in above		\$-	\$-	\$0
12	B3 GS2 SL12	Original Sale	\$424,900		\$84,980	\$84,980	\$0
13	B4 TWN1 SL13	Assigned Unit	\$949,900		\$189,963	\$189,963	\$0
14	B4 TWN2 SL14	Bulk Purchase	\$847,335	\$847,335	\$-	\$-	\$0
15	B4 GS1 SL15	Original Sale	\$439,900		\$87,980	\$87,980	\$0
16	B4 G2 SL16	Bulk Purchase	\$397,586	\$397,586	\$-	\$-	\$0
17	B5 101 SL17	Original Sale	\$680,000	\$102,000	\$34,000	\$34,000	\$0
18	B5 201 SL18	Original Sale	\$800,900		\$160,990	\$160,990	\$0
19	B5 202 SL19	Bulk Purchase	\$737,292	\$737,292	\$-	\$-	\$0
20	B5 301 SL20	Original Sale	\$899,900		\$179,440	\$179,440	\$0
21	B5 302 SL21	Original Sale	\$899,900	\$89,990	\$89,990	\$89,990	\$0
22	B6 101 SL22	Bulk Purchase	\$584,696	\$584,696	\$-	\$-	\$0
23	B6 102 SL23	Original Sale	\$799,000	\$79,900	\$79,990	\$79,990	\$0
24	B6 201 SL24	Bulk Purchase	\$735,234	\$735,234	\$-	\$-	\$0
25	B6 202 SL25	Assigned Unit	\$810,900		\$162,180	\$162,180	\$0
26	B6 301 SL26	Original Sale	\$899,000		\$179,783	\$179,783	\$0
27	B6 302 SL27	Original Sale	\$899,900	\$89,990	\$89,990	\$89,990	\$0
28	B7 101 SL28	Original Sale	\$1,299,900	\$129,990	\$129,990	\$129,990	\$0
29	B7 102 SL29	Original Sale	\$1,299,900	\$129,990	\$129,990	\$129,990	\$0
30	B7 201 SL30	Original Sale	\$1,249,900	\$124,990	\$124,990	\$124,990	\$0

31	B7 202 SL31	Bulk Purchase	\$889,245	\$889,245	\$-		\$0				
32	B7 301 SL32	Original Sale	\$1,169,900		\$233,980	\$233,980	\$0				
33	B7 302 SL33	Original Sale	\$1,300,000	\$130,000	\$130,000	\$130,000	\$0				
34	B8 101 SL34	Original Sale	\$1,299,000		\$259,800	\$259,800	\$0				
35	B8 102 SL35	Available	Not Sold				-				
36	B8 201 SL36	Original Sale	\$1,349,900		\$269,963	\$269,963	\$0				
37	B8 202 SL37	Original Sale	\$1,249,900	\$124,990	\$124,990	\$124,990	\$0				
38	B8 301 SL38	Assigned Unit	\$1,299,000	\$129,900	\$129,900	\$129,900	\$0				
39	B8 302 SL39	Assigned Unit	\$1,199,900		\$239,980	\$239,980	\$0				
40	B9 101 SL40	Assigned Unit	\$1,200,000	\$120,000	\$120,000	\$120,000	\$0				
41	B9 102 SL41	Original Sale	\$1,200,000	\$180,000	\$60,000	\$60,000	\$0				
42	B9 201 SL42	Bulk Purchase	\$1,063,559	\$1,063,559	\$-		\$0				
43	B9 202 SL43	Bulk Purchase	\$1,063,559	\$1,063,559	\$-		\$0				
44	B9 301 SL44	Assigned Unit	\$1,215,000		\$240,000	\$240,000	\$0				
45	B9 302 SL45	Original Sale	\$1,259,900		\$255,490	\$255,490	\$0				
46	B10 101 SL46	Original Sale	\$1,395,900	\$139,590	\$139,590	\$139,590	\$0				
47	B10 102 SL47	Available	Not Sold				-				
48	B10 201 SL48	Bulk Purchase	\$1,063,559	\$1,063,559	\$-		\$0				
49	B10 202 SL49	Bulk Purchase	\$1,063,559	\$1,063,559	\$-		\$0				
50	B10 301 SL50	Original Sale	\$1,399,000	\$139,900	\$139,900	\$139,900	\$0				
51	B10 302 SL51	Assigned Unit	\$1,210,000	\$121,000	\$242,000	\$121,000	\$121,000				
52	B11 101 SL52	Available	Not Sold				-				
53	B11 102 SL53	Original Sale	\$1,395,000		\$279,000	\$279,000	\$0				
54	B11 201 SL54	Bulk Purchase	\$1,063,559	\$1,063,559	\$-		\$0				
55	B11 202 SL55	Bulk Purchase	\$1,063,559	\$1,063,559	\$-		\$0				
56	B11 301 SL56	Assigned Unit	\$1,200,000		\$240,000	\$240,000	\$0				
57	B11 302 SL57	Original Sale	\$1,200,000	\$120,000	\$120,000	\$120,000	\$0				
58	B12 101 SL58	Original Sale	\$1,499,000		\$299,800	\$299,800	\$0				
59	B12 102 SL59	Original Sale	\$1,395,900		\$279,180	\$135,663	\$143,518				
60	B12 201 SL60	Bulk Purchase	\$1,063,559	\$1,063,559	\$-		\$0				
61	B12 202 SL61	Bulk Purchase	\$1,063,559	\$1,063,559	\$-		\$0				
62	B12 301 SL62	Original Sale	\$1,299,900		\$263,017	\$184,975	\$78,042				
63	B12 302 SL63	Assigned Unit	\$1,240,000	\$124,000	\$124,000		\$124,000				
							\$59,862,392	\$15,718,232	\$7,216,449	\$6,650,000	\$566,449

31 Original Sales
14 Assigned Homes
15 Bulk Purchases
3 Available Homes

63 Homes - Phase #1

This is Exhibit "I" referred to
in the Affidavit of
Jun Bi
affirmed before me at Vancouver, BC
this 5th day of June 2026



A Commissioner for taking Affidavits for
British Columbia

EAGLEVIEW HEIGHTS

AGREEMENT OF PURCHASE AND SALE

VENDOR: 464 EAGLECREST DRIVE LIMITED PARTNERSHIP, a limited partnership formed pursuant to the laws of British Columbia and having an office located at Suite 301 – 5455 West Boulevard, Vancouver, British Columbia, V6M 3W5

(the "Vendor")

NOMINEE: 464 EAGLECREST DRIVE PROPERTIES LTD., a corporation formed pursuant to the laws of British Columbia and having an office located at Suite 301 – 5455 West Boulevard, Vancouver, British Columbia, V6M 3W5

(the "Nominee")

PURCHASER:

Full Name: _____ Full Name: _____

Address: _____ Address: _____

Tel: _____ Tel: _____

Email: _____ Email: _____

SIN: _____ SIN: _____

This Purchaser _____ [is/is not] a resident in Canada for the purposes of the Income Tax Act (Canada).

This Purchaser _____ [is/is not] a resident in Canada for the purposes of the Income Tax Act (Canada).

This Purchaser _____ [is/is not] a foreign entity for the purposes of the Property Transfer Tax Act (British Columbia)

This Purchaser _____ [is/is not] a foreign entity for the purposes of the Property Transfer Tax Act (British Columbia)

(initial here)

(Such one or more parties being hereinafter referred to as the "Purchaser").

PROPERTY:

Proposed strata lot _____, being unit no. _____ (the "Strata Lot") in the development known as "EagleView Heights" (the "Development"), to be constructed on the lands presently known and legally described as:

Parcel Identifier 030-982-421
Lot A District Lot 1328 Group 1 New Westminster District Plan EPP86390

(the "Lands")

PURCHASE PRICE:

The Purchase Price for the Strata Lot will be \$_____. The Purchase Price excludes all taxes payable upon the purchase of the Strata Lot, including without limitation, Goods and Services Tax ("GST").

P1: _____ P2: _____

Building: Unit: ___ Strata Lot: ___

A. Offer. The Purchaser hereby offers to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms set forth herein subject to the encumbrances (the "Permitted Encumbrances") referred to in the Disclosure Statement (as hereinafter defined). The Purchaser acknowledges that they are purchasing a strata lot which is to be constructed or is presently under construction.

The Purchase Price will include the right to use _____ parking stall(s) and _____ storage locker(s). The location of the parking stall(s) and/or storage locker(s) will be designated by the Vendor in accordance with the Disclosure Statement. The Vendor reserves the right to locate any parking stall and/or storage locker allocated to the Purchaser in its sole discretion without consultation with the Purchaser. The parking stalls and storage lockers for the Development may vary in size, shape and convenience of location.

(initial here)

B. Receipt of Disclosure Statement. The Purchaser acknowledges that the Vendor has delivered and the Purchaser has received a copy of the Disclosure Statement (as defined in Section 4 of Addendum A attached hereto) for the Development and the Purchaser has been given a reasonable opportunity to read the Disclosure Statement prior to entering into this Agreement and the execution by the Purchaser of this Agreement constitutes a receipt confirming that the Purchaser received the Disclosure Statement and had a reasonable opportunity to read the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner for the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation (Strata Fees). The Purchaser acknowledges that the information in Section 7.2 of the Disclosure Statement regarding this Agreement has been drawn to the Purchaser's attention.

(initial here)

C. Electronic Delivery of Disclosure Statement and Amendments. To the extent that the Vendor provided a copy of the Initial Disclosure Statement or a copy of any or all of the amendments to Disclosure Statement to the Purchaser by electronic means, including, without limitation, by e-mail to the e-mail address set out on page 1 hereof, the Purchaser hereby consents to such delivery by electronic means. The Purchaser hereby acknowledges and agrees that the Vendor may, in its discretion, deliver a copy of any amendment to Disclosure Statement which is filed in respect of the Disclosure Statement, including, without limitation, by e-mail to the e-mail address set out on page 1 hereof, and the Purchaser hereby consents to such delivery by electronic means.

(initial here)

D. Deposit. The Purchaser will pay the following deposits to **Gowling WLG (Canada) LLP** (the "Vendor's Solicitors") in trust to be held by them in accordance with the *Real Estate Development Marketing Act* (British Columbia) ("REDMA"):

THE DEPOSIT equal to TWENTY PERCENT (20%) of the Purchase Price as follows:	
THE INITIAL DEPOSIT (the "Initial Deposit") by bank draft or certified cheque, upon execution of this offer by Purchaser.	\$5,000.00
THE balance of the DEPOSIT (equal to TWENTY (20%) PERCENT of the Purchase Price less the Initial Deposit) by bank draft or certified cheque, due within seven (7) days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of the Disclosure Statement.	\$ _____

(initial here)

The Deposit together with the Initial Deposit are collectively referred to herein as the "Deposit".

Interest on the Deposit will, in all cases, be for the benefit of the Vendor and will not be applied on account of the Purchase Price. Unless specifically otherwise provided herein, if the Purchaser defaults in the Purchaser's obligations hereunder, the Vendor may, at its option, retain the Deposit and all accrued interest thereon on account of damages without prejudice to any other remedy which the Vendor may have in respect of the Purchaser's default.

P1: _____ P2: _____

Building: Unit: ___ Strata Lot: ___

The Purchaser will pay the balance of the Purchase Price, subject to adjustments as described herein, on the Completion Date (as defined in Section 1 of Addendum A attached hereto) by way of solicitor's certified trust cheque or bank draft.

- E. **Completion, Possession and Adjustment Dates:** Are as set out in Addendum "A" attached hereto.
- F. **Furnishings.** The Purchase Price includes the following items: gas cooktop, hood fan, wall oven, microwave oven, refrigerator, dishwasher, washer/dryer, window coverings, and two garage door openers.
- G. **Acceptance.** This offer will be open for acceptance by the Vendor on presentation until withdrawn in writing by the Purchaser and upon acceptance by the Vendor signing a copy of this offer, there will be a binding agreement of sale and purchase (the "Agreement") in respect of the Strata Lot for the Purchase Price, on the terms and subject to the conditions set out herein.

THE TERMS AND CONDITIONS ATTACHED HERETO AS ADDENDUM "A" ARE PART OF THIS AGREEMENT. READ THEM CAREFULLY BEFORE YOU SIGN.

THE PURCHASER HAS EXECUTED THIS AGREEMENT THIS DATE OF: _____, 20____.

_____ (Witness Signature)	_____ (Witness Name)	_____ (Purchaser Signature)	_____ (Purchaser Name)
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_____ (Witness Signature)	_____ (Witness Name)	_____ (Purchaser Signature)	_____ (Purchaser Name)
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THE PURCHASER'S OFFER TO PURCHASE CONTAINED HEREIN IS ACCEPTED BY THE VENDOR AND THE NOMINEE THIS DATE OF: _____, 20____ (the "Acceptance Date").

464 EAGLECREST DRIVE LIMITED PARTNERSHIP by its general partner TCD DEVELOPMENTS (GIBSONS) LTD. by its authorized signatories:

Authorized Signatory

Authorized Signatory

464 EAGLECREST DRIVE PROPERTIES LTD. by its authorized signatories:

Authorized Signatory

Authorized Signatory

P1: _____ P2: _____

ADDENDUM "A"

1. **Completion Date.** The Purchaser will deliver the balance of the Purchase Price, at the Purchaser's expense, by way of a solicitor's CERTIFIED TRUST CHEQUE or BANK DRAFT to the Vendor's Solicitors on the Completion Date (the "Completion Date"). The Completion Date will be that date set out in a notice given by the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's solicitors/notary (the "Purchaser's Solicitors") as a date on which the Strata Lot is or will be ready to be occupied and title will be issued by the applicable Land Title Office (the "LTO"), provided that the Vendor or the Vendor's Solicitors will not give less than 14 days' notice thereof. Whether the Strata Lot is ready to be occupied refers to the Strata Lot and not any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if: (i) the Town of Gibsons (the "Town") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional or final, and (ii) the LTO has issued a separate title for the Strata Lot. If the Completion Date is a Saturday, Sunday, holiday or a day upon which the applicable LTO is not open for business, the Completion Date will be the immediate following business day upon which the LTO is open for business. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitors may be based on the Vendor's estimate as to when the Strata Lot will be ready to be occupied and title will be issued such that title is ready to be conveyed to the Purchaser. If the Strata Lot is not ready to be occupied or titles have not been issued by the LTO on the Completion Date so established, then the Vendor may delay the Completion Date from time to time as required, by notice of such delay to the Purchaser or the Purchaser's Solicitors. If the Completion Date has not occurred by August 3, 2026 (the "Outside Date"), then this Agreement will be terminated on the Outside Date, the Deposit paid by the Purchaser will be returned to the Purchaser and the parties will be released from all of their obligations hereunder, provided that:
- (a) if the Vendor is delayed from completing construction of the Strata Lot as a result of earthquake, flood or other act of God, fire, explosion or accident, howsoever caused, act or delay by any governmental authority, strike, lockout, delays in completing construction, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the reasonable control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and
 - (b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any extension pursuant to Subsection 1(a) and whether or not any delay described in Subsection 1(a) has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date for delivery of the Strata Lot will occur between May 1, 2026 and July 31, 2026. The Purchaser acknowledges that this date has been provided by the Vendor as a matter of convenience only, is not meant to be legally binding upon the Vendor and that the actual Completion Date will be established in the manner set out above. The Purchaser further acknowledges that the estimated date for completion of the Development set out in the Disclosure Statement for the Development is an estimate only and may be amended from time to time.

2. **Conveyance.** A vendor's statement of adjustments and a freehold transfer (the "Transfer") for the Strata Lot and, if required by the Vendor, a certificate as to the GST registered status of the Purchaser, are to be prepared and delivered at the Purchaser's expense to the office of the Vendor's Solicitors by the Purchaser's Solicitors at least 3 business days prior to the Completion Date. The Vendor will execute and deliver or cause to be executed and delivered such statement of adjustments and Transfer to the Purchaser's Solicitors on or before the Completion Date on the condition that, forthwith upon the Purchaser's Solicitors obtaining a post-filing title search from the LTO indicating that, in the ordinary course of LTO procedure, the Purchaser will become the registered owner of the Strata Lot (subject only to the Permitted Encumbrances and charges for which the Purchaser is responsible), the Purchaser will cause payment of the balance of the Purchase Price due on the Completion Date by way of certified solicitor's trust cheque or bank draft to be made by the Purchaser's Solicitors to the Vendor's Solicitors. The Transfer of the Strata Lot will also be subject to the Vendor's financing arranged in connection with the Development or any builders' lien claims provided that the Vendor's Solicitors undertake to clear title to the Strata Lot of all encumbrances related to such financing and such builders' liens claims within a reasonable period of time after receiving the balance of the Purchase Price due on the Completion Date. The Purchaser acknowledges that the Vendor's financing may remain as a charge against the common property of the Development and against the Vendor in the Personal Property Registry until the Vendor has completed the sale of the balance of the strata lots in the Development whereupon the Vendor covenants such financing will be discharged entirely.

If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Vendor until after the Transfer and new mortgage documents have been lodged for registration in the LTO, but only if, before such lodging, the Purchaser has: (a) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage; (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration; and (c) made available to the Vendor a solicitor's or notary's undertaking to pay the Purchase Price upon the lodging of the Transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds.

3. **Deposit.** The Deposit will be dealt with by the Vendor's Solicitors as follows:

P1: _____ P2: _____

Building: Unit: ___ Strata Lot: ___

- (a) the Deposit, or any portion thereof, received under the terms of this Agreement will be held by the Vendor's Solicitors in a trust account in accordance with the provisions of REDMA;
- (b) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions contained herein, then the Deposit will be applied to the Purchase Price and be paid to the Vendor, and any accrued interest thereon will be paid to the Vendor not on account of the Purchase Price;
- (c) if the Purchaser fails to pay any portion of the Deposit when required hereunder or fails to complete the purchase of the Strata Lot, then the Vendor may elect to terminate this Agreement and, in such event, the Deposit and any accrued interest thereon will be non-refundable and be absolutely forfeited to the Vendor; or
- (d) if the Vendor fails to complete the sale of the Strata Lot, then the portion of the Deposit paid by the Purchaser will be paid to the Purchaser (but all accrued interest thereon will be retained by the Vendor) and the Purchaser will have no further claims against the Vendor.

The payment to the Vendor of the Deposit, or any portion thereof, and any accrued interest thereon where so required, pursuant to Sections 3(c) or 8 hereof will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising pursuant thereto. The return to the Purchaser of the Deposit or portion thereof and any accrued interest thereon will be the Purchaser's sole and exclusive remedy, and the Purchaser will have no further claims against the Vendor.

The Vendor may enter into a deposit protection contract with an approved insurer pursuant to which the deposits paid by purchasers of Strata Lots in the Development, including the Deposit, may be released to the Vendor and used by the Vendor (a "deposit protection contract"). The Purchaser acknowledges and agrees that under Section 19 of REDMA, the Vendor reserves the right to enter into deposit protection contracts. In the event a deposit protection contract is entered into by the Vendor, the Purchaser irrevocably authorizes and directs the Vendor's Solicitors to pay the Deposit (or any portion thereof) to the Vendor in accordance with such deposit protection contract. Upon the release of the Deposit (or any portion thereof) in accordance with such deposit protection contract, the provisions of this Agreement will be deemed to have been amended accordingly. The Purchaser acknowledges that from and after the release of the Deposit or any portion thereof pursuant to a deposit protection contract, no further interest will be earned on the amount so released.

4. Disclosure Statement and Amendment to Disclosure Statement.

- (a) In this Agreement: (i) "Initial Disclosure Statement" means the initial Disclosure Statement dated December 17, 2018 filed with the Superintendent of Real Estate with respect to the Development; and (ii) "Disclosure Statement" means, collectively, the Initial Disclosure Statement together with and as amended by any and all amendments to Disclosure Statement filed from time to time with respect to the Initial Disclosure Statement.
- (b) The Purchaser will, from time to time, forthwith upon receipt from the Vendor of a copy of any amendment to Disclosure Statement filed in respect of the Disclosure Statement, execute and deliver to the Vendor a receipt, in a form to be provided by the Vendor, pursuant to which the Purchaser confirms that it received a copy of such amendment to Disclosure Statement.

5. Rescission Rights. Under Section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer's brokerage, within seven days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of the Disclosure Statement.

The rescission notice may be served by delivering or sending by registered mail, a signed copy of the notice to:

- (a) the developer at the address shown in the Disclosure Statement received by the purchaser;
- (b) the developer at the address shown in the purchaser's purchase agreement;
- (c) the developer's brokerage, if any, at the address shown in the Disclosure Statement received by the purchaser; or
- (d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.

The developer must promptly place purchasers' deposits with a brokerage, lawyer or notary public who must place the deposits in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with REDMA and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.

P1: _____ P2: _____

Building: Unit: ___ Strata Lot: ___

6. **Possession, Risk and Adjustment.** The Purchaser will assume all taxes, rates, local improvement assessments, water rates and scavenging rates, assessments of the strata corporation of which the Strata Lot forms a part, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made as of the date the balance of the Purchase Price is due. The Strata Lot is to be at the risk of the Vendor to and including the day preceding the Completion Date, and thereafter at the risk of the Purchaser. So long as the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot have been paid in full, the Purchaser may have possession of the Strata Lot on the day following the Completion Date (the "Possession Date"). The Purchaser is responsible for all utility charges as of the Possession Date and must ensure they notify the necessary utility companies to have the utilities transferred into the Purchaser's name on the Possession Date.
7. **Builders' Lien Holdback.** That portion, if any, of the balance of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "Lien Holdback") will be paid to the Vendor's Solicitors on the Completion Date. The Lien Holdback will be held in trust for the Purchaser pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the LTO in connection with work done at the behest of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account to accrue interest for the benefit of the Vendor, and to pay to the Vendor (or as directed by the Vendor), on the earlier of (i) the date on which the time for filing a claim of lien under the *Builders Lien Act* expires; and (ii) the date which is 55 days after the date that the balance of the Purchase Price becomes due as aforesaid, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claim filed against the Strata Lot of which the Purchaser or the Purchaser's Solicitors notify the Vendor's Solicitors in writing by 1:00 p.m. on that day. The Purchaser hereby authorizes the Vendor and the Vendor's Solicitors to do all things necessary to discharge any builder's liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceeding will be at the sole expense of the Vendor.
8. **Time of Essence.** Time will be of the essence hereof and unless all payments on account of the Purchase Price, (including, without limitation, any portion of the Deposit or the balance of the Purchase Price) together with adjustments thereto as provided herein and all other amounts payable hereunder are paid when due, then the Vendor may, at its option:
- terminate this Agreement by written notice to the Purchaser and, in such event, the portion of the Deposit paid by the Purchaser and any accrued interest thereon will be absolutely forfeited to the Vendor without prejudice to the Vendor's other remedies and the Vendor's Solicitors are hereby irrevocably authorized and directed by the Purchaser to pay the amount held by them and such interest as may have accrued thereon to the Vendor upon written demand therefore by the Vendor; or
 - elect to extend the date for payment or the Completion Date, as applicable, to a certain date determined by the Vendor, time to remain of the essence hereof and subject to the Vendor's right in its sole discretion, to grant further extensions to a certain date each time, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 2% per month (24% per annum), calculated daily and compounded monthly not in advance (effective annual rate of 26.82%), from the date upon which such portion and amounts were due to the date upon which such portion and amounts are paid.

The Vendor may cancel this Agreement pursuant to Section 8(a) or grant one or more further extensions pursuant to Section 8(b) at any time after extending the date for payment or the Completion Date, as the case may be, pursuant to Section 8(b) if the Purchaser fails to make such payment or to complete on or before such extended date.

9. **Entire Agreement/Representations.** The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor, the Nominee and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor or the Nominee, or their respective agents or employees, or any other person on behalf of the Vendor or the Nominee, other than those contained herein and in the Disclosure Statement. The Purchaser acknowledges that the sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for his/her/its/their viewing do not in any way constitute a representation or warranty. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floor plans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.
10. **Changes to the Development and the Strata Lot / Purchaser Acknowledgements.** The Purchaser acknowledges and agrees:
- that the Vendor reserves the right to reconfigure the Development by altering the location of some of the strata lots relative to other strata lots and common property and changing the number of strata lots, all as determined by the Vendor in its sole discretion. The Purchaser also acknowledges and agrees that the Vendor may from time to time,

P1: _____ P2: _____

Building: Unit: ___ Strata Lot: ___

in its sole discretion, or as required by any governmental authority, change, vary or modify the plans and specifications pertaining to the property, the Development or the Strata Lot (including architectural, structural, interior design, engineering, landscaping, grading, mechanical, site service or other plans) from the plans and specifications as they exist at the time the Purchaser has entered into this Agreement, or as same may be illustrated on any sales brochures, promotional materials or in the presentation centre. The Purchaser acknowledges that the area of the Strata Lot as shown on the strata plan to be filed in the LTO upon completion of the Development (the "Final Strata Plan") may vary from the figures shown on the preliminary strata plan attached to the Disclosure Statement (the "Preliminary Plan") and in the marketing materials for the Development. The actual size, dimension and/or configuration of the strata lots, patios, decks and/or other common property or limited common property may vary from what is depicted on the Preliminary Plan and/or the architectural plans. The areas and dimensions of the strata lots in the Development set out in the sales brochures or other marketing materials are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots in the Development. In the event of any discrepancy as between the area, size, dimensions, location and/or configuration of the strata lots, patios, decks and/or other common property or limited common property in the Preliminary Plan and the Final Strata Plan, the Final Strata Plan will prevail;

- (b) that the Vendor may make modifications in features, design, layout, window area and location as in the opinion of the Vendor and the Vendor's architect are necessary, desirable or reasonable and may use materials other than as prescribed in the plans and specifications if they are reasonably similar or better in quality to that which is described. In this Agreement, "architectural plans" will mean the architectural plans for the Development prepared by the Vendor's architect and any and all amendments thereto. The presentation centre or display suite decorator features, fixtures, wall treatments, finishings, fittings, dining light fixtures and furnishings are not included in the Purchase Price unless expressly set out in an Addendum hereto;
- (c) that the Development forms part of a phased development and that the view of the Strata Lot may be affected by future developments on the lands or adjacent lands may be amended or changed at the discretion of the Vendor and its affiliates and that the view may be impacted by those changes and future buildings;
- (d) the Purchase Price set forth herein for the Strata Lot is based on the area as set out in the Preliminary Strata Plan (the "Area") for the Strata Lot. In the event the actual area of the Strata Lot is more than 5% smaller than the Area (the "Variance"), the Purchase Price will be decreased by the Adjustment Factor (as hereinafter defined) times the number of square feet equal to that part of the Variance which is more than 5% smaller than the Area. In this Section 10, "Adjustment Factor" means the price per square foot determined by dividing the Purchase Price by the Area. In the event the actual square footage of the Strata Lot decreases by no more than 5% of the Area, there will be no adjustment to the Purchase Price. The actual area of the Strata Lot will be conclusively determined by the Final Strata Plan registered in the LTO;
- (e) the Vendor reserves the right to substitute a standard Strata Lot for an "adaptable" Strata Lot (a Strata Lot that meets certain accessibility requirements) at its sole discretion and without notice or compensation to the Purchaser;
- (f) the Development will include service facilities and equipment required in connection therewith such as transformers, fire hydrants, vents, ducts, fans and other such facilities and equipment (the "Service Facilities"). The Service Facilities will be located within the Development as required by the Town or recommended by the Vendor's consultants. The Purchaser acknowledges that the current plans for the Development may not indicate the location of all the Service Facilities and that the Vendor reserves the right to relocate, add or delete all or a portion of the Service Facilities as deemed necessary by the Vendor, without compensation to the Purchaser;
- (g) the Purchaser will make the selection of colour scheme, materials and optional items (to the extent the Vendor permits such selection to be made) and pay any additional costs therefor, promptly when requested to do so by the Vendor. If the Purchaser fails to do so, the Vendor may make any such selection and the Purchaser will be bound thereby and will pay any additional costs associated with such selection;
- (h) due to the natural variation of colour and texture in any wood, stone, granite and dye lots of any tile, carpet and other components of the Strata Lot and the fact that the colour of natural products (especially wood) will change over time, the finishes of any wood, granite, tile, laminate, stone, carpet and any other components of the Strata Lot may differ from the colour, grain, vein, pattern, size, stain resistance and textures shown in the display unit or any samples provided to or viewed by the Purchaser. In addition, even within the Strata Lot, the textures, colours and finishes may vary for the same reasons. The variations are inherent characteristics which cannot be fully controlled and any such variations will not in any event be considered or deemed to be deficiencies in the Strata Lot;
- (i) the Purchaser acknowledges and agrees that the ceiling heights of all strata lots in the Development may vary from floor to floor and may have areas of the ceilings dropped down from the typical height of the ceilings in order to accommodate construction requirements including, but not limited to, mechanical, electrical equipment, ducting, ventilation systems, plumbing and structural requirements;

P1: _____ P2: _____

Building: Unit: ___ Strata Lot: ___

- (j) the municipal address of the Development, the suite and strata lot number assigned to the Strata Lot and the number assigned to the floor in the Development on which the Strata Lot is located are subject to change as determined by the Vendor or the Town;
- (k) the Completion Date may be any day up to and including the Outside Date, as extended pursuant to Subsections 1(a) or 1(b) of this Addendum A and the Purchaser releases the Vendor and its affiliates from any actions, causes of action, costs, claims, demands and liabilities arising as a result of the date on which the Completion Date occurs;
- (l) in the event of any discrepancy between the strata lot number and suite number set out on page 1 of this Agreement, the Strata Lot is the strata lot labelled on the Preliminary Plan with the strata lot number set out on page 1 of this Agreement, as the same may change as contemplated in Subsection 10(j);
- (m) the parking stalls and storage lockers for the Development, including any parking stall(s) and/or storage locker(s) assigned to the Purchaser, if any, will vary in size, shape and convenience of location, and the parking stalls and storage lockers for the Development, including any parking stall(s) and/or storage locker(s) assigned to the Purchaser, if any, may be partially obstructed by columns, pipes, ducts, mechanical equipment, electrical equipment and other facilities, and the Purchaser will accept any parking stall(s) and/or storage locker(s) assigned to the Purchaser on an "as is, where is" basis and will have no claim against the Vendor in respect of any variation in the size, shape or convenience of location of such parking stall(s) and/or storage locker(s). The Purchaser acknowledges that if the Purchaser receives a disabled parking stall or an electric vehicle parking stall, pursuant to the parking and bicycle storage lease for the Development these stalls may re-assigned and substituted with an alternative parking stall; and

11. **Inspection.** The Strata Lot will be jointly inspected by the Purchaser or his or her representative and a representative of the Vendor at a reasonable time designated by the Vendor by written notice or telephone call to the Purchaser prior to the Completion Date. The Purchaser may waive this inspection in writing and, if so waived, the Purchaser will be deemed to be satisfied with and to have accepted the Strata Lot its condition on the Completion Date regardless of the fact that the Purchaser may not have viewed the Strata Lot, including without limitation, the installation of all hardware and appliances. The Purchaser will be deemed to have waived the inspection if the Vendor is unable to reach the Purchaser for the purposes of scheduling the inspection after reasonable attempts to do the same, and the Purchaser will be deemed to have waived the inspection if the Purchaser does not attend the inspection at the scheduled inspection time.

At the end of the inspection, the Vendor will prepare a list (the "List") of any defects or deficiencies to the interior of the Strata Lot (the "Deficiencies"), and provide a copy of the List to the Purchaser as soon as possible. The List, as prepared by the Vendor, will be a conclusive determination of all Deficiencies, and the Purchaser will be deemed to have been satisfied with and to have accepted the Strata Lot in its condition on the Completion Date subject only to the Deficiencies on the List, if any. If any Deficiencies are identified on the List, the Purchaser agrees and acknowledges that:

- (a) while the Vendor will endeavour to rectify the Deficiencies on the List prior to the Completion Date, the Vendor may not be able to do so, and the Vendor may elect to rectify the Deficiencies following the Completion Date at a time that is convenient to the Vendor at the Vendor's sole and absolute discretion;
- (b) the Vendor and its representatives will be able to enter the Strata Lot after the Completion Date, upon reasonable notice and during normal business hours, to perform the work necessary to rectify the Deficiencies on the List;
- (c) the Vendor has the sole and absolute discretion to determine the manner in which the Deficiencies on the List will be rectified; and
- (d) the Vendor may substitute materials of reasonably equivalent or better quality, in its discretion, when performing the work to rectify the Deficiencies on the List.

Notwithstanding that there may be Deficiencies that exist on the Completion Date, the Purchaser further agrees that he or she will complete the purchase of the Strata Lot on the Completion Date on the terms of this Agreement without imposing any conditions or additional terms, and without holding back from the Purchase Price any funds in respect of the Deficiencies on the List.

12. **Costs / GST and Taxes.** The Purchaser will pay all costs in connection with the sale and purchase of the Strata Lot including GST and the other taxes required to be paid by the Purchaser in connection with the purchase and sale of the Strata Lot and the equipment and appliances included with the Strata Lot, other than the costs of the Vendor incurred in clearing title to the Strata Lot. The Purchase Price specifically does not include GST, or any other tax payable upon the purchase of the Strata Lot, such as value-added, sales or other tax imposed on the transaction, including property transfer tax and any additional property transfer tax payable if the Purchaser is a foreign entity, a taxable trustee or both. The Purchaser will pay the required GST and other taxes payable upon the purchase of the Strata Lot (and any equipment or appliances included with it) in addition to the Purchase Price on the Completion Date whether remitted to the Vendor or directly to the taxing authority, if applicable.

P1: _____ P2: _____

Building: Unit: ___ Strata Lot: ___

The Vendor agrees that it will remit the GST and other taxes that are collected by the Vendor, or otherwise account for such funds, to the Canada Revenue Agency (the "CRA") or other applicable taxing authority in accordance with its obligations under Part IX of the *Excise Tax Act* (Canada) or other applicable law. Notwithstanding the foregoing, if the Purchaser is a corporation, trust or partnership which is registered for GST purposes and, on or before the Completion Date, the Purchaser provides the Vendor with a certificate in the customary form as to the GST registered status of the Purchaser containing the Purchaser's GST registration number, the Purchaser will not be required to pay the GST to the Vendor but will be liable for, will self-assess and will remit same directly to CRA. The Purchaser will indemnify and save harmless the Vendor from and against any and all GST, penalties, costs and/or interest which may become payable by or assessed against the Vendor as a result of any failure by the Purchaser to comply with the foregoing and such indemnity will survive and not merge upon closing of the sale of the Strata Lot contemplated herein. The foregoing indemnity will be included in the certificate as to the GST registered status of the Purchaser.

Provided that the Purchaser is intending on using the Strata Lot exclusively as a residence and certifies this on the Completion Date, the Vendor agrees to reduce the amount of GST payable by the Purchaser as a credit of the calculated GST rebate amount (the "Rebate") on the following terms and conditions:

- (a) the Purchaser qualifies for the Rebate; and
- (b) the Purchaser provides to the Vendor, at or prior to the time of closing:
 - (i) an executed copy of the "GST New Housing Rebate Form";
 - (ii) a sworn statutory declaration stating that:
 - (A) at the time the Purchaser becomes liable under the Agreement, the Purchaser is acquiring the Strata Lot for use as the primary place of residence of the Purchaser; and
 - (B) after completion of the transaction, the first person to occupy the Strata Lot as a place of residence under an arrangement for that purpose will be the Purchaser or a "relation" (as that term is defined for purposes of Section 254 of the *Excise Tax Act* (Canada)) of the Purchaser;
 - (iii) an assignment of the Rebate to the Vendor, in form satisfactory to the Vendor; and
 - (iv) any other documentation reasonably required by the Vendor in connection with the crediting of the Rebate by the Purchaser to the Vendor.

By delivering an executed copy of the GST New Housing Rebate Form to the Vendor, the Purchaser warrants that the Purchaser is eligible for the Rebate claimed in such form in respect of the transaction contemplated by the Agreement. In the event that the Vendor credits a Rebate to the Purchaser and the CRA disallows all or any part of the Rebate claim, the Purchaser will immediately, upon receiving a written demand from the Vendor, reimburse such disallowed amount to the Vendor together with any interest, penalty, or other amount payable by the Vendor as a result of such disallowance, including the Vendor's legal fees on a solicitor and own client basis, plus interest thereon at the rate provided in Section 8(b) of this Agreement from the date of demand up to the date of payment. The Purchaser's obligations under this Section 12 survive closing of the transactions contemplated herein.

If the Purchaser intends to rent the Strata Lot and apply for the Residential Rental Property Rebate (the "RRP Rebate") pursuant to Section 256.2 of the *Excise Tax Act* then given that such rebate is not assignable to the Vendor, the Vendor will not credit the RRP Rebate to the Purchaser. The Purchaser may apply directly to the CRA for the RRP Rebate.

13. **Assignment.** Without the Vendor's prior consent, any assignment of the Contract is prohibited.

An assignment under REDMA is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the Purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement (each such agreement being an "Assignment Agreement") must provide the Developer with the information and records required under REDMA.

Before the Vendor consents to an assignment of a purchase agreement, the Vendor will be required to collect information and records under REDMA from each proposed party to an assignment agreement, including personal information, respecting the following:

- (i) the party's identity;

P1: _____ P2: _____

- (ii) the party's contact and business information; and
- (iii) the terms of the assignment agreement.

Information and records collected by the Vendor must be reported by the Vendor to the administrator designated under the *Property Transfer Tax Act* (British Columbia). The information and records may only be used or disclosed for tax purposes and other purposes authorized by Section 20.5 of REDMA, which includes disclosure to the Canada Revenue Agency.

The Purchaser may only assign the Purchaser's interest in this Agreement only if:

- (i) all Deposit payments required to be paid on or before the proposed date of assignment have been paid;
- (ii) the Purchaser has obtained the prior written consent of the Vendor, which consent may be unreasonably withheld in the Vendor's sole discretion; and
- (iii) the Vendor has received the information set out in 13(i), 13(ii) and 13(iii) of this Agreement.

Any request for the consent of the Vendor to the assignment of the Purchaser's interest in this Agreement must be made via the Vendor's Real Estate Agent (as defined in the Disclosure Statement). If the Vendor consents to the proposed assignment, the Purchaser will pay to the Vendor an administration fee (the "Assignment Fee") in the amount of two percent (2%) of the aggregate of the original Purchase Price and any additional consideration paid by the assignee to the Purchaser, plus GST, for an Assignment Agreement, as consideration for agreeing to the Assignment Agreement and for any associated legal and administrative costs. In the event that the Purchaser wishes to assign its rights under this Agreement to the Purchaser's spouse, or to a member of the Purchaser's immediate family (which will be deemed to include only the parents and children of the Purchaser), or to a company which is wholly owned by the Purchaser, the Vendor may, in its sole discretion, waive all or a portion of the Assignment Fee, but only on the condition that the Purchaser first provide the Vendor's solicitors with a statutory declaration sworn by the Purchaser setting out the particulars of the relationship between the Purchaser and the assignee in sufficient detail as to be reasonably satisfactory to the Vendor's solicitors. In connection with any assignment of this Agreement, the Purchaser and its assignee may be required to execute the Vendor's standard assignment documents and to confirm that such assignment is not an "anti-avoidance transaction" within the meaning of the *Property Transfer Tax Act* (British Columbia). The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Closing Date, except through the Vendor's Real Estate Agent, without the prior written consent of the Vendor, which consent may be refused by the Vendor in the Vendor's sole discretion.

The Purchaser acknowledges and agrees that, under REDMA, the Vendor may be required to collect and keep certain confidential information and records related to the identity of the assignee, the contact and business information of the assignee, and the assignment terms (the "Assignment Information") before the Vendor consents to an assignment. The Purchaser confirms it will provide, and will cause its assignee to provide, the Assignment Information to the Vendor if required.

14. **Successors & Assigns.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns, heirs, administrators and executors.
15. **Marketing Program.** The Purchaser agrees that the Vendor may continue to carry out construction work on the Development after the completion of the purchase of the Strata Lot by the Purchaser. The Purchaser acknowledges and accepts that such work may cause inconvenience to the use and enjoyment of the Strata Lot. The Purchaser will not impede or interfere with the Vendor's completion of construction of other strata lots, the common property, or any other construction in relation to the Development. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots in the Development, the Vendor may carry out marketing, promotional, leasing and sales activities within the common property (including parking stalls and recreational facilities) and limited common property of the Development or strata lots owned or leased by the Vendor, including, without limitation, maintaining display suites, other display areas, parking areas and signage (including signage on the exterior of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots in the Development. In addition, the Vendor may conduct tours of the Development from time to time with prospective purchasers and hold events and other activities within the Development in connection with the marketing and sales activities.
16. **Governing Law.** This offer and the Agreement which will result from its acceptance will be exclusively governed by and construed in accordance with the laws of the Province of British Columbia and the parties agree to attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.
17. **Contractual Rights / Nominee.** This offer and the Agreement which results from its acceptance create contractual rights only and do not create an interest in land and will not be registered in the LTO. The Purchaser will acquire an interest in land only

P1: _____ P2: _____

Building: Unit: ___ Strata Lot: ___

upon completion of the purchase and sale contemplated herein. For clarity, the Purchaser agrees to accept the Transfer and other closing documents, as applicable, from the Nominee as nominee, agent and bare trustee for the Vendor and expressly waives any rights it may have pursuant to Section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges that it has been advised by the Vendor and confirms and agrees that: (a) the Vendor is solely responsible for the construction, marketing and sale of the Development; and (b) the Purchaser does not have any contractual relationship with or rights against the Nominee (such relationship and all such rights being with or against the Vendor) and the Purchaser will at all times deal with the Vendor in respect of the transactions contemplated herein. The Purchaser acknowledges that the Nominee is a nominee and trustee only and that the Nominee is not making any representations, warranties, covenants or agreements with the Purchaser other than to convey title.

18. **Personal Information.** The Purchaser and the Vendor hereby consent to the collection, use and disclosure by the Vendor and its agents, affiliates and service providers, Dexter Associates Realty and Re/Max City Realty, the Purchaser's real estate agent (if any), the real estate boards of which those agents and salespersons are members and, if the Strata Lot is listed on a Multiple Listing Service, the real estate board that operates that Multiple Listing Service, of personal information about the Purchaser and the Vendor:

- (a) to complete the transaction contemplated by this Agreement;
- (b) to facilitate the completion and management of the Development including the transfer of management of the Development to a property manager;
- (c) to market, sell, provide and inform the Purchaser of products and services of the Vendor and its affiliates and partners, including information about future projects;
- (d) to disclose such personal information to the Vendor's affiliates, assignees, business partners, bankers, lawyers, accountants, insurers, warranty providers, relevant government authorities or agencies (including the LTO and CRA) and other advisors and consultants in furtherance of any of the foregoing purposes;
- (e) if the Strata Lot is listed on a Multiple Listing Service, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service and other real estate boards of any statistics including historical Multiple Listing Service data for use by persons authorized to use the Multiple Listing Service of that real estate board and other real estate boards;
- (f) for enforcing codes of professional conduct and ethics for members of real estate boards;
- (g) to secure financing in respect of the construction of the Development;
- (h) to invest the Deposit as provided for herein including providing personal information to the financial institution as required for reporting interest earned on the Deposit in accordance with applicable laws;
- (i) to facilitate the entering into of a deposit protection contract with respect to the Deposit and release of the Deposit in accordance therewith; and
- (j) to comply with both the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or related thereto, and other applicable laws and to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto.

The Purchaser covenants and agrees to provide, and cause any third parties to provide, to the Vendor, the Vendor's Solicitors and the Vendor's agents, promptly upon request, any additional personal or other information not contained herein that is required in order to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and the Purchaser acknowledges that the foregoing consent applies to any such personal information.

19. **Vendor's Right to Terminate.** The Vendor may in its sole discretion terminate this Agreement if the Vendor has reasonable grounds to suspect that any part of the transaction contemplated by this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid will be returned to the Purchaser (but all accrued interest thereon will be retained by the Vendor) and the Purchaser will have no further claims against the Vendor.

The Vendor may also, in its sole discretion, terminate this Agreement if the Vendor has reasonable grounds to suspect that any part of the transaction contemplated by this Agreement will contravene the Prohibition Act and regulations under that Prohibition Act, as amended from time to time, in which event the Vendor may, at its option, terminate this Agreement by

P1: _____ P2: _____

Building: Unit: ___ Strata Lot: ___

written notice to the Purchaser and, in such event, the Deposit, or portion thereof, paid by the Purchaser and any accrued interest earned thereon will be absolutely forfeited to the Vendor without prejudice to the Vendor's other remedies and:

- (a) the Purchaser will have no further claims against the Vendor;
- (b) the Purchaser will be deemed to have irrevocably released the approved insurer under the deposit protection contract and the Purchaser shall not make or pursue any claim(s) or proceedings(s) with respect to this Agreement, the Strata Lot and/or Deposits against the approved insurer under the deposit protection contract and any party acting as a deposit trustee in accordance with the provisions of the Real Estate Development Marketing Act (British Columbia) nor against any other person or corporation which might claim contribution or indemnity from the Vendor in connection with this Agreement or the termination thereof; and
- (c) the Vendor's Solicitors are hereby irrevocably authorized and directed by the Purchaser to pay the amount held by them and such interest as may have accrued thereon to the Vendor upon written demand thereof by the Vendor.

20. **Notices and Tender.** Any notice to be given to the Purchaser will be sufficiently given if either deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address set out above, or the Purchaser's Solicitors at their offices, and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by electronic mail ("email") or facsimile ("fax") to the Purchaser's Solicitors at their office, or to the Purchaser at the email address or fax number set out above. Such notice will be deemed to have been received if so transmitted by email or fax to the Purchaser, on the date of delivery as set out on the notice, and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after the postage stamp date of such mailing. The civic address, email address and fax number (if any) for the Purchaser will be as set out above, or such other email address or fax number the Purchaser has last notified the Vendor in writing, which updated records will be required to be provided by the Purchaser to the Vendor or its agents until the Completion Date, under the terms of this Agreement. Any documents to be tendered on the Purchaser may be tendered on the Purchaser or the Purchaser's Solicitors. Any notice to be given to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and will be deemed to have been received, as provided for in the preceding provisions of this Section, *mutatis mutandis*. Any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

21. **Agency.** The Vendor and the Purchaser acknowledge and confirm as follows:

- (a) the Vendor has an agency relationship with Dexter Associates Realty and Re/Max City Realty; and
- (b) the Purchaser has an agency relationship with:

_____ who is licensed in relation to _____
 Licensee Brokerage

If Subsection 21(b) has not been completed, the Purchaser is acknowledging no agency relationship.

The Purchaser understands and acknowledges that the Purchaser has no agency relationship with Dexter Associates Realty or Re/Max City Realty. The Purchaser further understands and acknowledges that the licensed agents of Dexter Associates Realty and Re/Max City Realty do not represent the Purchaser as agent or in any capacity. The Purchaser acknowledges and agrees that if Subsection 21(b) has not been completed either Dexter Associates Realty or a licensed broker working for Dexter Associates Realty, or Re/Max City or a licensed broker working for Re/Max City Realty provided the Purchaser with, and explained the contents of, the Disclosure of Representation in Trading Services and Disclosure of Risks to Unrepresented Parties forms established by the Real Estate Council of British Columbia prior to being presented with this Agreement and prior to such licensee requesting or receiving any confidential information relating to the Purchaser or providing any trading services to the Purchaser (as defined in the *Real Estate Services Act* (British Columbia)). The Purchaser may wish to obtain independent advice in respect of this Agreement and the transactions contemplated herein.

22. **Residency of Vendor.** The Vendor represents and warrants to the Purchaser that it is not a non-resident of Canada within the meaning of the *Income Tax Act* of Canada.

23. **Currency.** All payments and monetary amounts set out herein will be in Canadian funds. If payment is made in a currency other than Canadian funds, the Vendor will have the option, at its sole and absolute discretion, to convert the payment to Canadian funds, and the Purchaser will be credited with the Canadian funds actually received upon the conversion less any banking fees and other reasonable service charges that may be levied by the Vendor, Gowling WLG (Canada) LLP, or their agents. The Vendor, Gowling WLG (Canada) LLP, and their agents will not be responsible for any delay in converting the payment, or for any fluctuation in exchange rates or banking fees or charges in connection thereto.

P1: _____ P2: _____

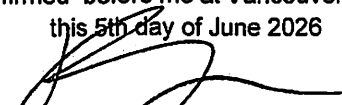
Building: Unit: ___ Strata Lot: ___

24. **No Waiver.** Failure by any party hereto to insist in any one or more instances upon the strict performance of any one of the covenants contained herein will not be construed as a waiver or relinquishment of such covenant. No waiver by any party hereto of any such covenant will be deemed to have been made unless expressed in writing and signed by the waiving party.
25. **Enforceability.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision hereof and any such invalid or unenforceable provision will be deemed to be severable.
26. **Purchaser Comprising More Than One Party.** If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to each other such party.
27. **Execution of Counterparts and by Electronic or Facsimile Delivery.** This Agreement may be executed by the parties in counterparts or transmitted by email or fax, or both, and if so executed and delivered, or if so transmitted electronically or by facsimile, or if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had executed and delivered to one another single original agreement.
28. **Further Assurances.** The parties hereto will do all further acts and things and execute all such further assurances as may be necessary to give full effect to the intent and meaning of this Agreement.

Addendum. The Addendum(s) attached hereto and signed by the Vendor, the Nominee and the Purchaser form(s) part of this Agreement.

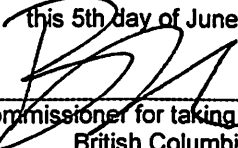
P1:_____ P2:_____

This is Exhibit "J" referred to
in the Affidavit of
Jun Bi
affirmed before me at Vancouver, BC
this 5th day of June 2026



A Commissioner for taking Affidavits for
British Columbia

Company name		Total Lien amount (incl GST)
Kindred		\$3,298,683.51
Human Nature - All		\$113,329.35
Galaxy		\$609,528.68
Shade Construction		\$32,837.26
Shade Construction		\$51,698.97
System One		\$108,042.82
Gibsons Ready Mix		\$92,976.31
Olson Electric		\$421,691.39
Munro Woodworking-All		\$14,142.70
Sunbelt Rentals		\$61,805.34
Sunbelt Rentals		\$10,780.90
Sunrise Kitchens		\$167,399.87
Vanguard Mechanical		\$507,478.13
One Degree HVAC Service Grou		\$290,584.61
Total Amounts Above Kindred s		\$2,482,296.33
Aplin & Martin Consultants Ltd.		\$101,889.18
A-Star Door & Moulding Ltd		\$41,776.00
Cannex Building		\$85,465.84
Jayveer Enterprises		\$109,138.00
Jax Eteriors		\$30,713.76
		\$368,982.78
Total Amounts Above Kindred s		\$6,149,962.62
Crown Building	Galaxy sul	\$236,799.45
Downtown Painting	Galaxy sul	\$12,243.70
Dicoe Contracting	Galaxy sul	\$24,937.50
RK Blosson Drywall	Galaxy sul	\$25,000.00
Blue Nile Constructio	Galaxy sul	\$63,502.52
		\$362,483.17
Subtotal		\$6,512,445.79

This is Exhibit "K" referred to
in the Affidavit of
Jun Bi
affirmed before me at Vancouver, BC
this 5th day of June 2026

A Commissioner for taking Affidavits for
British Columbia

October 20, 2021

PRIVATE AND CONFIDENTIAL

464 Eaglecrest Drive Limited Partnership
3868 W 50th Ave,
Vancouver, BC V6N 3V4

Attention: Robert Chetner and Ben Bee

Re: OFFER OF CREDIT

We are pleased to advise that Envision Financial, a division of First West Credit Union ("the Credit Union") has approved the Construction Loan facilities (collectively the "Construction Loan") on the terms and conditions set out below, with supplemental detail outlined in the attached Standard Terms and Conditions - Construction Loan ("the Standard Terms").

Upon its execution, this letter cancels and supersedes the signed Offer of Credit dated August 20, 2021.

Any and all security that has been delivered to the Credit Union and is set forth as security in this Agreement, shall remain in full force and effect, is expressly reserved by the Credit Union and unless expressly indicated otherwise, shall apply in respect of all obligations of the Borrower under the Facility.

BORROWER **464 Eaglecrest Drive Limited Partnership**

LOAN FACILITY 1 **Interim Loan** **\$ 46,296,000.00**

The Loan Agreement signed by the Borrower and Indemnitors, including Directors Resolution (if required for a corporation).

Purpose To assist the borrower with the development and construction of Phase 1 of EagleView Heights consisting of 63 strata units and an amenity building, located at 464 Eaglecrest Drive Gibsons, BC, summarized below:

Land Cost	\$	3,610,422	Equity	\$	13,978,879
Hard Cost	\$	46,159,824	DPI Facility	\$	6,650,000
Soft Cost	\$	10,054,497	EF Loan	\$	46,296,000
Contingency	\$	2,442,417			
Financing Cost	\$	4,657,719			
Total	\$	66,924,879	Total	\$	66,924,879

Interest Rate **Prime + 1.75 %**

The outstanding balance will at all times bear interest at a Prime Rate and spread in excess of the Prime Rate in effect per annum, compounded monthly not in advance as well after as before each of maturity, default and judgment. (the 'Interest Rate').

If and when the rate of interest constituting the Prime Rate is varied the interest rate payable hereunder will also be varied, effective on the date the change in the rate constituting the Prime Rate comes into effect so that at all times the interest rate hereunder will maintain that same excess to the Prime Rate then in effect.

Interest Only	Accrued interest is payable on the first day of every month.
Term	36 months.
Balance Due Date	The "Interim Loan" will mature on the expiry of the term(the "Balance Due Date").
First Draw	The first draw after initial funding must be within 90 days of acceptance of this Offer unless otherwise approved in writing by the Credit Union.
Extension	N/A
Repayment	Interest Only: The Borrower will pay the Credit Union all accumulated interest on the first day of each month.

Balance Due Date: 36 months from the first advance. The Borrower will pay to the Credit Union the whole of the outstanding balance of the Construction Loan, including principal, interest and all Other Amounts within 36 months of the initial advance (the "Balance Due Date")
Should the Credit Union grant an extension, a new "Balance Due Date" shall be established;

Net Sale Proceeds: 100% of the Net Sales Proceeds - Borrowings are to be repaid from sale proceeds of each unit/lot. Partial discharges of the Credit Union's security will be provided on a per unit/lot basis upon receipt of the Net Sales Proceeds relative to each lot, which will be applied to reduce the borrowings under the Construction Loan. In any event, all Borrowings outstanding under the Construction Loan must be repaid in full by the "Balance Due Date".

Proceeds from all Deposit and Performance Bonds are to be treated as Net Sale Proceeds.

All Indebtedness: Until all indebtedness owing to the Lender is paid (including any new loans to finance additional phases of the Project), all proceeds from the sale of the units/lots shall be paid to the Lender.

SECURITY DETAIL

Repayment of the Loan, Interest, any Other Amounts owing, including the enforcement of covenants, agreements and obligations outlined will be secured by:

REAL ESTATE SECURITY

The following mortgage charges are to be registered on behalf of the Credit Union securing all Obligations of the Borrower. Obligations may be advanced and readvanced at the discretion of the Credit Union:

CreditMaster Mortgage and Assignment of Rents signed by 464 Eaglecrest Drive Properties Ltd., creating a first fixed charge over *Lot A, Plan EPP86390, District Lot 1328, Group 1, New Westminster Land District*
PID 030-982-421 [NEW]

COLLATERAL SECURITY

The following items of Collateral Security will be held in support of Borrowings, with interests to be registered in the Personal Property Registry in favour of the Credit Union:

Commercial Security Agreement from the Borrower creating a first ranking security interest in all its present and after-acquired property [NEW]

Commercial Security Agreement from Kind Development Group Ltd., the Indemnitor, creating a second ranking security interest in all its present and after-acquired property [NEW]

Commercial Security Agreement from TCD Developments (Gibsons) Ltd., the Indemnitor, creating a first ranking security interest in all its present and after-acquired property [NEW]

Commercial Security Agreement from 464 Eaglecrest Drive Properties Ltd., the Indemnitor, creating a first ranking security interest in all its present and after-acquired property [NEW]

INDEMNITIES

The following indemnities (collectively the 'Indemnity') are pledged to indemnify the Credit Union for all losses suffered by reason of making any and all loans to the Borrower. Any limitations or restrictions to specific facilities are outlined indicated below:

Indemnity Agreement (the 'Indemnity') from Kind Development Group Ltd. for All Obligations of the Borrower [NEW]

Indemnity Agreement (the 'Indemnity') from TCD Developments (Gibsons) Ltd. for All Obligations of the Borrower [NEW]

Indemnity Agreement (the 'Indemnity') from 464 Eaglecrest Drive Properties Ltd. for All Obligations of the Borrower [NEW]

Indemnity Agreement (the 'Indemnity') from Mr. Robert Chetner for All Obligations of the Borrower [NEW]

Indemnity Agreement (the 'Indemnity') from Mr. Jun Bi for All Obligations of the Borrower [NEW]

Environmental Indemnity Agreement from all Corporate and Personal Indemnitors indemnifying the Credit Union from all losses with respect to Environmental Matters relating to the Property [NEW]

OTHER SECURITY INSTRUMENTS

The following other Security Instruments are assigned to the Credit Union in support of Borrowings:

Assignment and Postponement of Shareholder Loans to the Borrower and Corporate Indemnitors [NEW]

Appropriate Director's Resolutions for all credit facilities [NEW]

Assignment of Credit Union Deposits and Shares [NEW]

Assignment of Sale Proceeds [NEW]

Assignment of Permits and Material Contracts [NEW]

Debt Service and Cost Overrun Agreement signed by the Borrower and the the indemnitor committing to provide funds for debt service, budget shortfall and to complete the Project with the terms and conditions outlined [NEW]

Assignment of Course of Construction and Liability Insurance for the Property [NEW]

Letter of Credit and/or Line of Credit Applications and Agreements, if applicable [NEW]

A specific assignment of the Performance Bond from the Limited Partnership, along with a Direction to Pay directing the Surety to deposit the proceeds of any demand under the Performance Bond into a specific account in the Limited Partnership's name maintained at FWCU, along with an acknowledgement of the assignment and direction to pay from the Surety. [NEW]

A specific assignment of Deposit Guarantee PSA and Deposit Guarantee from the Limited Partnership, along with a Direction to Pay directing the Pensio to deposit the proceeds of any demand under these agreements into a specific account in the Limited Partnership's name maintained at FWCU, along with an acknowledgement of the assignment and direction to pay from Pensio. [NEW]

An Assignment of Proceeds security, that FWCU obtain confirmation from Talisman to provide notice of default to FWCU prior to termination of the Master Bond and consent and acknowledge the Direction to Pay. [NEW]

Any other such documents deemed necessary by First West Credit Union or its solicitor [NEW]

FEES

Annual Review Fee	\$ 2,000.00; covers costs and expenses related to the review of financial affairs;
Application Fee	\$ 50,000.00; Paid to compensate for the time, effort and expenses incurred to approve the credit facility. It is refundable if the Credit Union is unable to approve financing as materially presented in the Discussion Paper. If approved, the Application Fee will form part of the Commitment Fee.
Commitment Fee	\$ 645,000.00; The Borrower acknowledges that the Commitment Fee once paid by the Borrower is non refundable and is a reasonable estimate of the Credit Union's cost incurred in investigating and preparing for the Loan. The Commitment Fee is to be paid from the draw proceeds of the first advance.
Discharge Fee	\$ 250.00; The discharge fee is payable by the Borrower and is due upon delivery of the discharge to the Borrower;
Draw Processing Fee	\$ 500.00;

CONDITIONS PRECEDENT

Pre-Sales A Letter of Direction is to be signed by the Borrower and all indemnitors to direct any forfeited deposits to the Credit Union. Such deposits are to be applied at the Credit Union's sole discretion towards principal and/or interest payments.

Other	SYNDICATION - The Loan subject to a minimum syndication of \$4,000,000 with a partner satisfactory to First West Credit Union
Project Contracts	CONSTRUCTION CONTRACTS - Evidence of Fixed Price Contracts representing a minimum of 75% of hard costs;
Other	SECURITY- Executed documentation as outlined in the Security terms and conditions;
Equity Confirmation	CONFIRMATION OF EQUITY - (to the satisfaction of the Credit Union and the Quantity Surveyor) showing that the Borrower has invested at least \$13,978,879 of equity into the Project. The Borrower is required to maintain this amount in the project while any amount under the loan is advanced and or available to advance; (NEW)
Other	Prior to any advances under the loan, the Borrower must have a minimum of insured cash deposits and equity invested in the project totaling \$20,628,879(NEW)
Other	INTEREST RESERVE An interest reserve account will be drawn from the budget amount and held at the Credit Union for the term of the loan. The total reserve required is \$3,500,000 and will be funded in 3 tranches. The first tranche will be \$1,200,000. Requests to replenish such amounts may be called for from time to time. Accrued monthly interest will be drawn from the account.
Other	A Credit Union approved Quantity Surveyor is to be engaged;
Other	The Credit Union is to perform a site inspection of the property along with the principal(s) of the Borrower;
Other	The Limited Partnership is to provide copies of each Deposit Guarantee PSA and Deposit Guarantee Certificate along with confirmation from Pensio that all required fees have been paid in full.
Other	Deposit Protection Insurance Agreement: A finalized copy of the DPI agreement from Travelers Insurance Company is to be reviewed and accepted by the Credit Union and/or its solicitor, prior to any advances.
Appraisal Transmittal	APPRAISAL TRANSMITTAL - Letter accompanying the appraisal in which the Appraiser authorizes the Credit Union the use of the appraisal for lending purposes;
Other	The Credit Union's solicitor is to review and be satisfied with the Bare Trust Agreement for the Property;
Insurance Coverage	INSURANCE COVERAGE - provide confirmation of insurance coverage and annual renewals as outlined in Schedule "A"; The Credit Union will require an insurance review by Intech Risk Management prior to funding, at the cost of the borrower's account

Pre-Sales

PRE-SALES - Bona fide arms-length presales in the amount of \$55,791,392, to pay out our principal loan prior to advance of any funds.

Pre-sales are to be bona fide arms-length sales with 10% deposits to be held in trust (the Credit Union acknowledges the sale to Jun Bi/Ben Bee and accepts it as a bona fide pre-sale).

Pre-sales for multi-unit purchasers or corporate purchasers are to be bona fide arms-length sales with 20% deposits held in trust.
FWCU's solicitor to review, to their satisfaction, the enforceability of the pre-sale contracts

Other PROJECT DRAW & COSTS The Borrower is to open and maintain an accounts with FWCU, through which all progress draws and project payments must flow.

Project Budget PROJECT BUDGET - A detailed project budget reviewed and certified by a Credit Union approved Quantity Surveyor;

Other Satisfactory review of the Deposit Protection Insurance facility by the Credit Union and its Solicitor

Appraisal APPRAISAL - the borrower is to provide a new appraisal confirming gross sell out value for Phase 1 as well as the value of the improved residual land;
The appraisal is to be addressed to First West Credit Union

Other CONSTRUCTION DRAWS: to be advanced on a cost to complete basis , where the un-advanced portion of the loan is sufficient to complete improvements. Work in progress is to be confirmed by a Credit Union approved professional and accompanied by a Statutory Declaration.

Other BONDS in lieu of deposits and performance bond for the 15 units in the bulk purchase are to be reviewed and accepted by the Credit Union's solicitor and must be assignable to the Credit Union.

Environmental Checklist ENVIRONMENTAL CHECKLIST - to be provided on the Credit Union's form confirming the satisfactory environmental state of securing property signed by the Borrower;

Other FAMILY TRUST AGREEMENT- A copy of the Chetner Family Trust Agreement is to be provided prior to advancing funds.

CONDITIONS ONGOING

Property Tax Payment CONFIRMATION OF PAID PROPERTY TAXES - for all real estate security are to be provided within 60 days of annual payment due date;

Annual Review The annual review date is October 1, 2022.

Other **MAXIMUM DEPOSIT PROTECTION INSURANCE - The Credit Union authorizes theBorrower to use insured deposits to a maximum of \$6,650,000 toward project costs; (NEW)**

Other The Borrower must provide notice to the Credit Union, in writing, of any change to the completion date of any of the units covered by the performance bonds.

Financial Statements FINANCIAL STATEMENTS - for Corporate Borrowers, Corporate Shareholders or Corporate Indemnitors are to be provided within 120 days of the fiscal year end. By signing this agreement, those Parties authorize the Credit Union to obtain the statements directly from their accountant/accounting firm if not provided within that time frame. These parties will provide any further authorization that may be required by the accountant/accounting firm in order to give effect to this provision. Statements are to be at a minimum level of - Notice to Reader;

Insurance Coverage INSURANCE COVERAGE - The Borrower must maintain insurance for pledged security as outlined in the attached Schedule. Confirmation of the Policy Renewal is to be provided with 30 days of the maturity date;

Personal Financial Statements PERSONAL FINANCIAL STATEMENTS - Are to be provide on the Credit Union forms or in a format satisfactory to the Credit Union on a biennial basis;

Other Partial discharges of mortgage are subject to the Credit Union receiving 100% of net sale proceeds for each unit sold.

Other With respect to the Bulk Purchase, on closing, if it appears that the Buyer may fail to complete, the Limited Partnership must follow the usual steps including giving notice to the Buyer that it is ready willing and able to complete. On default by the Buyer, the Limited Partnership must deliver written notice of default to the Buyer. Thereafter, the Limited Partnership must issue a written demand to Surety which must include (the "Demand"):

- 1.the strata lot number involved; the nature of the default (ie failure to pay the purchase price when due and payable);
- 2.a copy of the Performance Bond applicable to that strata lot, the PSA and any reasonably related and obtainable documentation in the Limited Partnership's possession requested by the Surety; and
- 3.a copy of the notice of default delivered to the Buyer.

This Demand must be given to the Surety within thirty (30) days from the date of the default by the Buyer. The Borrower is to provide the same to the Credit Union.

COVENANTS

NO SUBSEQUENT CHARGES: Upon registration of the Credit Union's interest on security assets, the Borrower shall not permit or engage in activity that provides for subsequent charges to be registered on those assets.

COSTS All legal and other costs including draw inspection and processing charges are for the account of the Borrower and are in addition to the non-refundable commitment fee.

SERVICE CHARGES Service charges are as per the Credit Union Service Fee Guide as amended from time to time.

ADVANCES Progress Draws - Advances will be conducted based on inspection and

confirmation by a Credit Union approved [Quantity Surveyor] in accordance with the terms outlined in Section 3.5 of the attached Standard Terms and Conditions.

Cost to Complete - Undrawn loans are at all times to be sufficient to meet the remaining draws/estimated cost to completion, outstanding payables, and statutory holdbacks.

Declaration - Each draw requisition will be accompanied by a statutory declaration by the Borrower declaring that all sub trade accounts for the period 30 days immediately prior to the draw have been paid in full, except for statutory holdback requirements.

PRE-SALES

PRE-SALES - Bona fide arms-length presales in the amount of \$55,791,392, to pay out our principal loan prior to advance of any funds.

Pre-sales are to be bona fide arms-length sales with 10% deposits to be held in trust (the Credit Union acknowledges the sale to Jun Bi/Ben Bee and accepts it as a bona fide pre-sale).

Pre-sales for multi-unit purchasers or corporate purchasers are to be bona fide arms-length sales with 20% deposits held in trust.
FWCU's solicitor to review, to their satisfaction, the enforceability of the pre-sale contracts

TAKE OUT FINANCING

N/A

SHARE REQUIREMENT

The Borrower will purchase \$ 5.00 of equity shares in the capital of the Credit Union and will maintain that investment during the currency of this Agreement.

TERMINATION

At the Credit Union's option, its agreement to advance the Construction Loan may be cancelled and all monies advanced together with interest and costs will be due and payable if:

(a) construction of the Project is not commenced within[90] days of acceptance of the Credit Union's offer herein by the Borrower, or

(b) the mortgage is not executed and registered and the first advance made within [120] days of acceptance of the Credit Union's offer herein by the Borrower.

JOINT AND SEVERAL

Where more than one Person is liable as Borrower and/or Indemnitor for any obligation under this Agreement and/or any other agreement granted pursuant hereto, then the liability of each such Person for such obligation is joint and several with each other such Person.

COUNTERPART EXECUTION

This Agreement and/or any other agreement granted pursuant hereto may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

CONFLICT PROVISIONS

Further, the final terms and conditions will be provided at the time of signing the Loan Agreement(s) and may modify the terms and conditions of this Agreement, depending on any legal advice we may receive. In the event of conflict between this Agreement and the terms and conditions of any Loan Agreement and/or any other security granted pursuant to this Agreement, the Credit Union reserves the right to elect which agreement will apply.

**ELECTRONIC MAIL & FAX
TRANSMISSION**

The Credit Union is entitled to rely on any agreement, document or instrument provided by the Borrower and/or any Indemnitor as applicable, by way of electronic mail or fax transmission as though it were an original document. The Credit Union is further entitled to assume that any communication from the Borrower and/or any Indemnitor received by electronic mail or fax transmission is a reliable communication from the Borrower and/or any Indemnitor.

ELECTRONIC IMAGING

The parties hereto agree that, at any time, the Credit Union may convert paper records of this Agreement and all other documentation delivered to the Credit Union (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of the Credit Union's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

ACCEPTANCE

Upon acceptance, loan agreements and security documents will be prepared in accordance with the Terms and Conditions of the Offer of Credit. Arrangements will be made for signature, completion and execution of the documents so that the Loan can be funded as outlined.

If the provisions of this Offer of Credit meet with your approval, please execute the Borrower Acceptance provision and return a copy of this Agreement together with the Commitment Fee noted above to the Credit Union on or before 4:00 p.m. on , at which time the Credit Union's offer, unless accepted, will lapse and terminate.

Loans must be funded within 90 days of a signed, accepted offer, otherwise subject to re-approval.

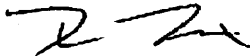
Yours truly,

Envision Financial, a division of

FIRST WEST CREDIT UNION

200 - 19933 88th Avenue,
Langley, BC V2Y 4K5

By it's Authorized Signatories:



DAN TEILLET
Regional Manager, Commercial Banking
Envision Financial, a Division of First West Credit Union
Abbotsford Commercial Banking Centre



IRENE BERGEN
Commercial Banking Advisor
Envision Financial, a Division of First West Credit Union
Abbotsford Commercial Banking Centre

BORROWER ACCEPTANCE:

464 Eaglecrest Drive Limited Partnership

We have the authority to bind the Borrower

<u>Jun Bi 尹君</u>	<u>OCT 21st, 2021</u>
Authorized Signatory	Date

<u>Rob Chetner</u>	_____
Authorized Signatory	Date

INDEMNITOR ACCEPTANCE

464 Eagle Crest Drive Properties Ltd.

<u>Jun Bi 尹君</u>	<u>OCT 21st, 2021</u>
Authorized Signatory	Date

<u>Rob Chetner</u>	<u>Oct 21, 2021</u>
Authorized Signatory	Date

Kind Development Group Ltd.

<u>Jun Bi 尹君</u>	<u>OCT 21st, 2021</u>
Authorized Signatory	Date

<u>Rob Chetner</u>	<u>Oct 21, 2021</u>
Authorized Signatory	Date

TCD Developments (Gibsons) Ltd.

<u>Jun Bi 尹君</u>	<u>OCT 21st, 2021</u>
Authorized Signatory	Date

<u>Rob Chetner</u>	<u>Oct 21, 2021</u>
Authorized Signatory	Date

Robert Chetner

<u>Rob Chetner</u>	<u>Oct 21, 2021</u>
Signed	Date

Jun Bi

<u>Jun Bi 尹君</u>	<u>OCT 21st, 2021</u>
Signed	Date

PART 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions - In this Agreement, unless the context otherwise requires:

"Agreement" means these Standard Terms and Conditions - Construction Loan and the letter to which they are attached as the same may be amended from time to time and the expression "hereof", "herein", "hereto", "hereunder", and "hereby", and similar expressions refer to this Agreement and not to any particular provision;

"Business Day" means each day Monday through Friday inclusive other than a day which is a statutory holiday in British Columbia;

"Construction Contracts" means all contracts between the Borrower and other persons relating to the construction of the Project;

"CreditMaster® Mortgage" means a mortgage in favour of the Credit Union incorporating Standard Mortgage Terms as Part 2 thereof and registered or to be registered in the applicable Land Title Office;

"Event of Default" means an event described in section 8.1;

"Inspector" means the quantity surveyor, engineer or other professional appointed by the Borrower and approved by the Credit Union who will advise the Borrower on the progress of construction of the Project;

"Other Amounts" means any other amounts that are payable by the Borrower to the Credit Union under this Agreement other than principal of the Construction Loan and interest thereon;

"Plans" means the plans for the Project;

"Prime Rate" means that rate of interest, regardless of compounding frequency, designated by the Credit Union from time to time as the reference rate to be used to determine the rate of interest to be charged on variable rate Canadian dollar loans made by the Credit Union (or if at any one time more than one such rate is so designated, the higher or highest of such rates as the case may be);

"Project Budget" means the budget for the Project;

"Project Costs" means all costs incurred by the Borrower in connection with the Project including

- costs of professional advisors (including architects, engineers and lawyers);
 - construction costs;
 - interest on money borrowed to pay Project Costs;
 - costs of insuring the Project;
 - advertising and sales promotion costs; and
 - land acquisition costs;
- but specifically not including any of the following:
- Borrower's profit;
 - repayment of borrowed monies;
 - return of capital or any return of equity;
 - payment of any bonus to any person;
 - payment of wages or salary to any shareholder or director of the Borrower except as specifically authorized in writing by the Credit Union;

• payments of any nature or kind (whether pursuant to a contract or otherwise) to a person not at arm's length with the Borrower, except as specifically agreed to in writing by the Credit Union;

"Property" means all of the undertaking, property and assets of the Borrower subject to the Securities;

"Securities" means the Mortgage together with any and all other security documents to be provided by the Borrower to the Credit Union and described in the section entitled "Security" in the letter part of this Agreement and in section 2.1;

"Security Interests" means the security interests in favour of the Credit Union created by this Agreement and the Securities;

"Specifications" means the specifications for the Project.

1.2 Headings - The headings herein are inserted for convenience of reference only and will not affect the construction or interpretation of this Agreement.

1.3 Governing Law- This Agreement will be governed by, and construed in accordance with, the laws of the Province of British Columbia.

- 1.4 **Submission to Jurisdiction**- The Borrower submits to the jurisdiction of the Courts of the Province of British Columbia and agrees to be bound by any suit, action or proceeding commenced in such Courts and by any order or judgment resulting from such suit, action or proceeding, provided however that the foregoing will in no way limit the right of the Credit Union to commence suits, actions, or proceedings based on this Agreement or any of the Securities in any jurisdiction.
- 1.5 **Invalidity of Any Provision** - If any covenant, obligation or provision contained in this Agreement will be invalid or unenforceable, the remainder of this Agreement will not be affected thereby and each covenant, obligation or provision of this Agreement will separately be valid and enforceable to the fullest extent permitted by law.
- 1.6 **Conflict with Other Documents** - If the provisions of the Securities or any of them conflict with, or are inconsistent with, the provisions of this Agreement, the provisions of this Agreement will prevail.
- 1.7 **Certificate of Officer of Credit Union** - A certificate signed by any officer (including a Branch Manager) of the Credit Union stating the Prime Rate which applied on any day or during any period will be conclusive as to the respective rate which applied on that day or during that period, as the case may be, without further proof.
- 1.8 **Amendments** - This Agreement may only be amended from time to time in writing and any such amendment may be evidenced by memoranda or letters signed by an authorized officer of the respective parties without the necessity of such amendment being executed under seal.
- 1.9 **Counterparts** - This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.
- 1.10 **Joint Obligations** - If more than one person constitutes the Borrower the agreements of, and all obligations and covenants to be performed and observed by, the Borrower hereunder will be the joint and several obligations and covenants of each of the persons comprising the Borrower and any request or authorization given to the Credit Union by any of the persons comprising the Borrower will be deemed to be the joint and several requests or authorizations of each of the persons comprising the Borrower. If there is a Covenantor and more than one person constitutes the Covenantor the agreements of, and all obligations and covenants to be performed and observed by, the Covenantor hereunder will be the joint and several obligations and covenants of each of the persons comprising the Covenantor.
- 1.11 **Date for Action** - If any date on which any action required to be taken hereunder by either party is not a Business Day such action will be required to be taken on the next following Business Day.
- 1.12 **Entire Agreement** - This Agreement, including any schedules hereto, and the Securities constitute the entire agreement between the parties relating to the Construction Loan, expressly superseding all prior agreements and communications (both oral and written) between any of the parties hereto with respect to all matters contained herein, and except as stated herein or in the Securities or any other instruments and documents to be executed and delivered pursuant hereto, contain all the representations and warranties of the respective parties.
- 1.13 **Included Words** - Whenever the singular or the masculine is used herein the same will be deemed to include the plural or the feminine or the body corporate where the context or the parties so require.

PART 2 SECURITY

- 2.1 **Further Security** - The Borrower hereby assigns to the Credit Union as further security for repayment of the Construction Loan
- (a) all Construction Contracts;
 - (b) all warranty rights relating to the Project;
 - (c) all designs, Plans, Specifications, permits and licences relating to the Project;
 - (d) all Goods and Services Tax input credits relating to, or arising from, the Project; and
 - (e) all Purchase and Sale Agreements for completed units in the Project,
- and the Borrower will, at the request of the Credit Union, enter into specific assignments of the foregoing, in such form or forms of assignment as may be determined by the Credit Union in its sole and absolute discretion.
- 2.2 **Demand** - Notwithstanding that the Mortgage or any of the other Securities (if any) is expressed to be payable on demand, the Credit Union will not demand payment under the Mortgage or the other Securities unless and until an Event of Default has occurred under this Agreement or unless and until an event of default has occurred with respect to other indebtedness.
- 2.3 **Registration** - The Credit Union will, at the expense of the Borrower, register, file or record the Security Interests in all offices where such registration, filing, or recording is necessary or of advantage to the creation, perfection and preserving of the Security Interests and renew such registrations, filings and recordings from time to time as and when required to keep them in full force and effect. The Borrower acknowledges that the forms of this Agreement and the Securities have been prepared based upon the laws of British Columbia applicable thereto and the laws of Canada applicable therein in effect at the date of this Agreement and that such laws may change. The Borrower agrees that the Credit Union will have the right to require that the forms of this Agreement and any of the Securities be amended or supplemented to reflect any changes in such laws, whether arising as a result of statutory amendments, court decisions or otherwise, in order to confer upon the Credit Union the rights and security interests intended to be created hereby and thereby.

PART 3 ADVANCES

- 3.1 **Advances** - The Construction Loan will be advanced on a progressive draw basis based upon the value of work in place and the cost to complete the Project as determined by the Inspector. There will at all times be unadvanced an amount sufficient in the opinion of the Credit Union to complete the Project.
- 3.2 **Advances** - Unless the Borrower otherwise provides in writing to the Credit Union, all advances of the Construction Loan may be deposited by the Credit Union to the Account. The Credit Union may deduct from advances of the Construction Loan or may charge to the Account the following, as applicable: the Credit Union's fees, legal fees, appraisal fees, interest adjustment, prepayment penalties, and Other Amounts.
- 3.3 **Borrower to Deliver** - The Borrower will, prior to the initial advance of the Construction Loan, deliver the following to the Credit Union:
- (a) All requirements outlined in the Offer of Credit as Conditions Prior to Advance;
 - (b) Details in writing from the Borrower (or an officer of the Borrower if the Borrower is a corporation) of any outstanding breach of any covenant, representation, or warranty contained in this Agreement or in the Securities;
 - (c) Such other items as are specified in the Offer of Credit; and
 - (d) Such other information as the Credit Union may reasonably request.
- 3.4 **Conditions Precedent (To Initial Advance)** - It will be a condition precedent to the initial advance under the Construction Loan that
- (a) the Credit Union will have received the documents and information specified in section 3.3;
 - (b) the Credit Union will have received from the Borrower's legal counsel an opinion in form and substance satisfactory to the Credit Union in its sole discretion; and
 - (c) the Borrower will have duly authorized, executed and delivered the Securities and the Securities will have been registered, filed and recorded in all offices in which, in the opinion of the Credit Union, acting reasonably, registration is necessary or of advantage to preserve or perfect the priority of the security interests intended to be created thereby.
- 3.5 **Conditions Of All Advances (Including the Initial Advance)** - The Credit Union will not be required to make any advance under the Construction Loan unless it has received two full Business Days prior written notice of the Borrower's intention to call for an advance under the Construction Loan. Each time the Borrower wishes an advance to be made under the Construction Loan (except for an advance to finance the acquisition of the Lands) the Borrower will provide to the Credit Union the following:
- (a) Claim for progress draw ("Progress Claim") containing details and requirements as outlined in the Advances section of the Offer of Credit;
 - (b) A satisfactory title office search conducted by the Credit Union on the Property immediately before the advance, showing the Lands as being encumbered only by the Mortgage and Permitted Encumbrances; and
 - (c) A Statutory Declaration from an officer of the Borrower containing confirmations and representations with respect to the project on a form provided by or satisfactory to the Credit Union.
- 3.6 **Surveyor's Certificate** - No advance will be made after the foundations for the Project are in place until the Borrower has provided to the Credit Union a surveyor's certificate and a plan of survey indicating the boundaries of the Lands, the location of the foundations thereon and certification that:
- a) all foundations are wholly within the boundaries of the Lands;
 - b) that the location of the foundations is in compliance with all municipal and civic siting bylaws and regulations;
 - c) that the Property is free of any easements, except easements for public utilities and similar charges that do not affect the marketability of the Property and are consistent with its use;
- (or, where such is not the case, specific identification of encroachments or non compliance).
Such plan of survey is also to include lot lines, improvement location lines in relation to lot lines, building dimensions, location of easements and right of way, and coverage.
As construction of the Project progresses, the Credit Union may require updated plans of survey and surveyor's certificates with respect to the location of all improvements on the Lands. The cost of all surveys is to be borne by the Borrower.

3.7 **Requirements for Final Advance - Before the final advance of the Construction Loan:**

- (a) the Inspector shall have provided an inspection report certifying completion of the Project (except for minor deficiencies approved by the Credit Union), and
- (b) the Borrower shall have delivered to the Credit Union an occupancy permit or similar document with respect to the Project issued by the municipality or other local government unit in which the Lands are located.

3.8 **Statutory Lien Holdback(s) - The Borrower is responsible for making the statutory lien holdback under the Builders Lien Act. Failure to properly make the holdback is a default under this Agreement**

If a separate lien holdback account or accounts are required to be opened by the Borrower under the Builders Lien Act,

- (a) the Borrower will open and maintain separate lien holdback accounts with the Credit Union in respect of each contract entered into by the Borrower (except in respect of material suppliers, architects, engineers and workers); and
- (b) the Borrower will pay the Credit Union the Credit Union's standard fee for lien holdback accounts for each account to be opened, payable when the first account is opened.

If separate lien holdback accounts are not required by the Builders Lien Act, the Borrower may, but will not be required to, open a separate account in the Credit Union into which to pay the required lien holdback.

The Borrower authorizes the Credit Union to disburse from each advance of the Construction Loan the holdback amounts directly into the appropriate lien holdback account or accounts. These amounts will be considered advanced and the Borrower is responsible for proper disbursement of the holdback amounts. Before each progress advance, the Borrower will provide to the Credit Union all information necessary to calculate the correct amount to be advanced to holdback accounts in respect of each contract.

3.9 **Closing Off - If the final advance of the Construction Loan is not made by the Balance Due Date, at the option of the Credit Union, the Credit Union's commitment to advance may be closed off and no further advances made and the outstanding balance will be due and payable.**

3.10 **No Readvances - Advances on account of the Construction Loan once repaid by the Borrower will not be readvanced by the Credit Union.**

PART 4 - PAYMENTS

4.1 **Use of Payments - The Credit Union will apply all payments received from the Borrower, including prepayments, in such order as the Credit Union decides.**

4.2 **Place of Payments - The Borrower will make all payments under this Agreement at the address of the Credit Union set out on page 1 of the letter part of this Agreement or at any other address specified by the Credit Union.**

4.3 **Time of Payments - Payments received after 2:00 p.m. (Pacific time) on a Business Day or received on a day which is not a Business Day will be considered received on the next Business Day of the Credit Union's branch or office where the payment was made.**

PART 5 - REPRESENTATIONS AND WARRANTIES

5.1 **Representations and Warranties - The Borrower represents and warrants to the Credit Union that:**

- (a) **Corporate Status** - if the Borrower is a corporation, it is duly incorporated and is in good standing under the laws of the Province of British Columbia;
- (b) **Corporate Powers and Authority** - if the Borrower is a corporation, the Borrower has the power and authority to carry on the business now being carried on by it and has the full power and authority to enter into this Agreement and to execute and deliver the Securities;
- (c) **Corporate Proceedings** - if the Borrower is a corporation, all necessary and requisite corporate proceedings, resolutions and authorizations have been taken, passed, done and given by the Borrower and by the Borrower's directors to authorize, permit and enable the Borrower:
 - (i) to borrow the Construction Loan from the Credit Union;
 - (ii) to execute and deliver this Agreement; and
 - (iii) to execute and deliver the Securities;

- (d) **Not Contravene Constating Documents** - if the Borrower is a corporation, neither the borrowings nor the issue of the Securities will be in contravention or constitute default under the constating documents of the Borrower;
- (e) **Not Contravene Any Agreement** - neither the borrowings nor the issue of the Securities will be in contravention or constitute default under any indenture, deed, agreement, undertaking or obligation of the Borrower or to which the Borrower is a party;
- (f) **No Action or Proceedings** - there are no actions or proceedings pending or, to the knowledge of the Borrower threatened which challenge the validity of this Agreement, the validity of any of the Securities or which might result in a material adverse change in the financial condition of the Borrower or any covenantor, indemnitor or guarantor or which would materially adversely affect the ability of the Borrower or any covenantor, indemnitor or guarantor to perform its/their obligations under this Agreement, the Securities or any other document in connection herewith.

PART 6 POSITIVE COVENANTS

6.1 **General Covenants** - The Borrower covenants with the Credit Union:

- (a) **Corporate Existence** - that, if it is a corporation, it will at all times maintain its corporate existence;
- (b) **Conduct Business** - that it will carry on and conduct its business in a proper, efficient and businesslike manner and in accordance with good business practices;
- (c) **Books of Account** - that it will keep or cause to be kept proper books of account in accordance with sound accounting practice;
- (d) **Title to Property** - that it has good title and possession of the Property save Permitted Encumbrances;
- (e) **Insurance** - that it will obtain and keep in force insurance which meets the requirements set out in Schedule "A" and whenever and to the extent required in writing by the Credit Union, the Borrower will:
 - (i) furnish a certificate by an independent appraiser or insurance adjuster selected by the Borrower and approved by the Credit Union as to the sufficiency of such insurance, which certificate will be conclusive as against the Borrower both as to the amount of insurance required hereunder and the perils against which coverage is required hereunder and the Borrower will immediately insure in accordance with such certificate;
 - (ii) cause to be endorsed in such form as may be required by the Credit Union on the policies evidencing such insurance a notation that any amounts payable under such policies will be paid to the Credit Union as its interest may appear; and
 - (iii) deposit with the Credit Union every policy and renewal certificate for such insurance or a certified copy thereof;
- (f) **Other Indebtedness** - that it will pay and discharge as they become due all payments due and owing under, or with respect to, any previous indebtedness created or security given by the Borrower to any person or corporation and will observe, perform and carry out all the terms, covenants, provisions and agreements relating thereto and any default in payment of any monies due and payable under or relating to any previous indebtedness or security or in the observance, performance or carrying out of any of the terms, covenants, provisions and agreements relating thereto will be deemed to be a default hereunder at the option of the Credit Union and any and all remedies available to the Credit Union hereunder by reason of any default hereunder or by law or otherwise will be forthwith available to the Credit Union upon any default of the Borrower under the previous security;
- (g) **Costs Caused By Default** - that if the Borrower defaults in any covenant to be performed by it hereunder or under the Securities the Credit Union may perform any covenant of the Borrower capable of being performed by the Credit Union and if the Credit Union is put to any costs, charges, expenses or outlays to perform any such covenant, the Borrower will indemnify the Credit Union for such costs, charges, expenses or outlays and such costs, charges, expenses or outlays incurred by the Credit Union (including solicitors' fees and charges incurred by the Credit Union) may be charged by the Credit Union to the Account and will be secured by the Securities;
- (h) **Court Costs** - that in any judicial proceedings taken to enforce this Agreement and the covenants of the Borrower hereunder or to enforce or redeem the Securities or to foreclose the interest of the Borrower in any property subject thereto the Credit Union will be entitled to costs on a special costs basis. Any costs so recovered will be credited against any solicitors' fees and charges paid or incurred by the Credit Union relating to the matters in respect of which the costs were awarded and which may have been charged by the Credit Union to the Account in accordance with clause (g) above.

6.2 **Construction Covenants** - The Borrower will:

- (a) **Complete Project** - proceed to complete the Project with diligence and continuity in a good and workmanlike manner, in accordance with sound building and engineering practices and in accordance with the Plans and Specifications approved by the Credit Union;
- (b) **Changes to Plans and Specifications** - not make changes to the Plans or the Specifications without the Credit Union's prior written consent;
- (c) **Not Cease Work** - not permit cessation of work on the Project prior to completion for a period in excess of 30 days without the prior written consent of the Credit Union, unless cessation is caused by factors which in the opinion of the Credit Union, acting reasonably, are beyond the control of the Borrower;
- (d) **Correct Defects** - correct promptly upon notice from the Credit Union any defects in construction of the Project or unapproved deviations from the Plans and Specifications;
- (e) **Only Pay Project Costs** - use amounts advanced hereunder by the Credit Union only for the payment of Project Costs and for no other purpose;
- (f) **Pay Excess** - pay from sources other than amounts advanced hereunder by the Credit Union the Project Costs in excess of the amounts advanced hereunder;
- (g) **Ensure Unadvanced Construction Loan Sufficient** - ensure that the amount unadvanced hereunder will at all times be sufficient to pay the Project Costs necessary to complete the Project;
- (h) **Notify Credit Union** - promptly notify the Credit Union of any deviations from the Project budget.

6.3

Substantial Completion - Upon substantial completion of the Project the Borrower will provide the Credit Union with

- (a) an occupancy certificate or similar certification by the municipality or other local government unit certifying that the Project may be occupied; and
- (b) one set of "as built" Plans.

6.4

During Construction - During construction the Borrower will

- (a) provide to the Credit Union, at least monthly, status reports (including copies of the engineer's and/or the quantity surveyor's reports) with respect to the Project containing such information concerning the Project as the Credit Union may reasonably require;
- (b) permit the Credit Union and its employees and agents access to the Project site and will permit such persons to enter and inspect the Project; and
- (c) keep and will permit the Credit Union and its employees and agents at all reasonable times to examine and copy books and records of the Borrower pertaining to the Project and all contracts, statements, invoices, bills and claims for labour, materials and services supplied for the Project.

6.5

Sign - While the Construction Loan is outstanding the Borrower will permit the Credit Union to post a sign at the Project indicating that construction financing is being provided to the Borrower by the Credit Union.

PART 7 NEGATIVE COVENANTS

7.1

Covenants The Borrower covenants with the Credit Union that the Borrower will not, without the consent in writing of the Credit Union first had and obtained:

- (a) **Grant Security** - make, give or create or attempt to make, give or create any mortgage, charge, lien or encumbrance upon the Property or any part or parts thereof ranking or purporting to rank prior to or pari passu with the Securities or any of them;
- (b) **Demolish Property** - demolish, remove or destroy any pledged Property or any part or parts thereof or cause or permit the demolition, or removal or destruction of the same except in the ordinary course of business;
- (c) **Sell Property** - make any sale or dispose of any substantial part of the Property at less than market value and then only in the ordinary course of business and if the Borrower disposes of the whole or any substantial part of the Property it will hold the proceeds of the sale thereof in trust for the Credit Union;

- (d) **Payments Out of Usual Course** - make any payments to any person other than in the normal course of the Borrower's business;
- (g) **Make Loans** - make loans or extend credit to any person (including specifically if it is a corporation, any directors, officers or shareholders of the Borrower and any person related by blood or marriage to such persons or any corporation controlled by such person or relative or by the Borrower) except customers of the Borrower in the ordinary course of business;
- (h) **Reduce Capital** - if it is a corporation, purchase or redeem any of its shares or otherwise reduce its share capital;
- (i) **Alter Share Structure** - if it is a corporation, in any way vary or alter its share structure;
- (j) **Declare Dividends** - if it is a corporation, declare or provide for any dividends or other payments based upon share capital;
- (k) **Borrow Elsewhere** - raise or borrow any money from any person other than the Credit Union, members of the Borrower and trade creditors in the ordinary course of business;
- (l) **Guarantee** - guarantee, indemnify any person for, or endorse for accommodation, the obligations of any other person, directly or indirectly;
- (m) **Sell Property** - sell, agree to sell or otherwise dispose of any of the Property subject to a specific mortgage or charge under the Securities.

PART 8 EVENTS OF DEFAULT

- 8.1 **Events of Default** - The whole of the outstanding balance of the Construction Loan (including principal, interest and all Other Amounts) will immediately become due and payable and the Securities will become enforceable in each and every of the following events:
- (a) **Default** - if the Borrower fails to observe or perform something hereby required to be done or some covenant or condition hereby required to be observed or performed;
 - (b) **Permits To Be Done** - if the Borrower does, or permits to be done, anything which the Borrower has herein agreed not to do or permit to be done;
 - (c) **Misrepresentation** - if any representation or warranty given by the Borrower (or any director or officer thereof if the Borrower is a corporation) is untrue in any material respect;
 - (d) **Winding Up** - if the Borrower is a corporation and if an order is made or a resolution passed for the winding up of the Borrower, or if a petition is filed for the winding up of the Borrower;
 - (e) **Bankruptcy** - if the Borrower commits or threatens to commit any act of bankruptcy or becomes insolvent or makes an assignment or proposal under the Bankruptcy and Insolvency Act or a general assignment in favour of its creditors or a bulk sale of its assets, or if a bankruptcy petition is filed or presented against the Borrower;
 - (f) **Arrangement** - if the Borrower is a corporation and if any proceedings with respect to the Borrower are commenced under the Companies Creditors Arrangement Act;
 - (g) **Execution Etc.** - if any execution, sequestration, extent or any other process of any Court become enforceable against the Borrower or if a distress or analogous process is levied against the property of the Borrower or any part thereof;
 - (h) **Other Indebtedness** - if the Borrower permits any sum which has been admitted as due by the Borrower or is not disputed to be due by the Borrower and which forms or is capable of being made a charge upon any of the Property in priority to the Securities to remain unpaid after proceedings have been taken to enforce the same as a prior charge;
 - (i) **Default in Other Payment** - if the Borrower defaults in payment of any indebtedness or liability to the Credit Union (whether secured hereby or not) or to any other lender;
 - (j) **Sale or Lease** - if, without the prior written consent of the Credit Union, the Borrower sells, agrees to sell, leases, agrees to lease or otherwise disposes or agrees to dispose of the Lands or any part or parts thereof or any interest therein;
 - (k) **Mortgage or Encumbrance** - if, without the prior written consent of the Credit Union, the Borrower grants or agrees to grant any further mortgage of the Lands or any part or parts thereof or any interest therein or otherwise permits the Lands to be encumbered in any manner other than by encumbrances specifically permitted hereunder;
 - (l) **Construction Contract Default** - if the Borrower defaults under any construction contract entered into by the Borrower with respect to the Project; and

(m) **Change of Control** - if the Borrower is a corporation and if, without the prior written consent of the Credit Union, there is in the opinion of the Credit Union a change of effective control of the Borrower;

(n) **Change in Risk** - if, in the sole opinion of the Credit Union, a material adverse change in risk occurs; or

(o) **Default Under Securities** - if an event of default occurs under any of the Securities.

8.2 **Waiver**- The Credit Union may waive any Event of Default, provided always that no waiver by the Credit Union or any failure to take any action to enforce its rights or to enforce any security will extend to or be taken in any manner whatsoever to affect any subsequent Event of Default or the rights resulting therefrom.

8.3 **Completion of Project** - If an Event of Default occurs and is continuing the Credit Union may, in addition to any other remedies which it has under the Securities

(a) enter upon the Lands and complete the Project in accordance with the Plans and Specifications with such changes therein as the Credit Union may in its absolute discretion deem appropriate;

(b) discontinue at any time any work commenced on the Project or change any course of action undertaken by the Borrower;

(c) assume any Construction Contract and take over and use all or any part of the labour, materials, supplies and equipment contracted for by the Borrower;

(d) engage builders, contractors, architects, engineers and other persons and trades as may be necessary for the purpose of completing the construction of the Project;

(e) pay, settle or compromise all bills or claims which may become liens against the Lands; and

(f) generally to take or refrain from taking such action hereunder as the Credit Union may from time to time determine.

The Borrower hereby irrevocably constitutes and appoints the Credit Union as its true and lawful attorney in order to complete the foregoing.

8.4 **Reimbursement** - The Borrower will immediately reimburse the Credit Union on demand for any amount paid under section 8.3 and until reimbursement the amount paid will:

(a) bear interest from the date incurred by the Credit Union at the Interest Rate; and

(b) be secured by the Securities.

8.5 **Remedies Not Restrictive** - All remedies stipulated for by the Credit Union hereunder or in any of the Securities will be deemed to be in addition to and not restrictive of the remedies which the Credit Union might be entitled to at law or in equity and the Credit Union may realize any of the Securities or any part thereof in such order as it may be advised and any such realization by any means will not bar realization of any other security or any part or parts thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof nor will the failure on the part of the Credit Union or any delay in exercising any rights under this Agreement or any of the Securities operate as a waiver.

8.6 **Set Off** - If an Event of Default has occurred and is continuing, in addition to and not in limitation of any rights now or hereafter granted under applicable law or the Securities, the Credit Union may without notice to the Borrower and at any time and from time to time set off, apply or transfer any or all sums owing from time to time by the Lender to the Borrower towards the satisfaction of the outstanding balance of the Construction Loan (including principal, interest and Other Amounts).

8.7 **Indemnity** - Notwithstanding any other provision of this Agreement, the Borrower will fully indemnify and hold the Credit Union harmless from and against any loss, expense, damage or liability incurred by it which the Credit Union may sustain or incur as a result of any Event of Default.

PART 9 NOTICES

9.1 **Notices** - All notices which may or are required to be given herein or pursuant to this Agreement or relating to the Securities shall be in writing and may be given

(a) personally by serving the same upon the party (or any officer of the party if it is a corporation) to be served, or

- (b) by mail by posting the same by prepaid registered mail addressed:
 - (i) To the Borrower at the address of the Borrower set forth in the Offer of Credit;
 - (ii) To the Credit Union at the branch of the Credit Union where the loan accounts reside;
 - (iii) To the Covenantor, if any, at the address of the Covenantor shown in the Covenantor Provision, if any, of this Agreement;
 or such other addresses as the parties may advise by notice in writing, or
- (c) by facsimile transmission to the following tele-phone numbers but addressed in the manner set out in (b):
 - (i) to the Borrower at such fax number, if any, as the Borrower may provide to the Credit Union;
 - (ii) To the Credit Union at the address of the branch of the Credit Union where the loan account is held;
 - (iii) to the Covenantor, if any, at such fax number, if any, shown in the Covenantor Provision, if any, of this Agreement;
 or such other facsimile telephone numbers as the parties may advise by notice in writing.

9.2 Receipt of Notice - Subject to sections 9.3 and 9.4, any notice shall be deemed to have been received and effectively served

- (a) if served personally, at the time of delivery,
- (b) if mailed, on the third Business Day following posting, and
- (c) if sent by facsimile transmission, at the time of transmission.

9.3 Deemed Receipt Next Business Day - Notwithstanding any other provisions of this Agreement any notice received or otherwise deemed received after 4:30 p.m. (Pacific time) on a Business Day or on a day which is not a Business Day will be deemed to have only been received on the next Business Day.

9.4 Delays - In the event that, at the time a notice is mailed or at any time during the period of three Business Days following such mailing, postal or airline or airport employees are engaged in a strike, work slowdown or other work stoppage at the place at which the notice is mailed or at the place to which the notice is mailed or at any point through which such notice must pass, such notice will be deemed to have been given and received at the time when such notice would be received in the ordinary course of the mails, allowing for such strike, work slowdown or other work stoppage.

PART 10 TERMINATION

10.1 Termination of Agreement - This Agreement will continue in full force and effect until the outstanding balance of the Construction Loan (including principal, interest and all Other Amounts) has been paid in full.

PART 11 GENERAL

11.1 No Obligation to Advance Construction Loan - Notwithstanding any other provisions hereof neither the execution of this Agreement nor the execution and delivery of the Securities or any other security required and from time to time given by the Borrower to the Credit Union will bind the Credit Union to advance the Construction Loan nor will the advance of any part thereof bind the Credit Union to advance any un-advanced portion thereof.

11.2 Records - The information in the records of the Credit Union as to the Account and as to the Borrower being in default of this Agreement or the Securities or any of them and the amount outstanding hereunder and thereunder will be prima facie evidence of the obligations of the Borrower hereunder and under the Securities. The Borrower will, on reasonable notice to the Credit Union, be entitled to obtain extracts of all entries made in such records.

11.3 Costs - The Borrower will pay the costs of and incidental to the drawing, execution and delivery of this Agreement and of the drawing, execution, delivery and registration of the Securities or any other securities required to or from time to time given by the Borrower to the Credit Union and at its option the Credit Union may pay the said costs for the account of the Borrower out of the monies to be advanced on account of the Construction Loan or may debit the Account for the said costs.

11.4 Service Charges - The Borrower will pay to the Credit Union the Credit Union's applicable handling and service charges in connection with the Account and the handling and processing of cheques drawn thereon.

11.5 Assignment by Borrower - The Borrower will not be entitled to assign any of its rights hereunder except with the prior written consent of the Credit Union.

- 11.6 **Assignment by Credit Union** - The Credit Union may assign its rights hereunder, in whole or in part, but will not assign its rights or any interest under any of the Securities without also assigning the same proportionate rights or interest in this Agreement to the assignee of the Securities.
- 11.7 **Solicitor's Opinion**- The whole of the arrangements described in this Agreement are subject to the solicitors for the Credit Union being satisfied as to the title of the Property, the form and content of the Securities, the corporate status of the Borrower and any corporate Covenantor and as to all legal matters pertaining to the Construction Loan and compliance with the conditions herein, subject always to the right of the solicitors for the Credit Union to require an opinion from the solicitors for the Borrower pertaining to any of the aforesaid.
- 11.8 **Further Assurances** - The Borrower will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including certificates, declarations, affidavits, reports and opinions) and things as the Credit Union may reasonably request for the purpose of giving effect to this Agreement or for the purpose of establishing compliance with the representations, warranties and conditions of this Agreement or any of the Securities.
- 11.9 **Non Merger** - The taking of a judgment or judgments or any other action or dealing whatsoever by the Credit Union in respect of any security given by the Borrower to the Credit Union will not operate as a merger of any indebtedness of the Borrower to the Credit Union or in any way suspend payment or affect or prejudice the rights, remedies and powers, legal or equitable, which the Credit Union may have in connection with such indebtedness and the foreclosure, surrender, cancellation or any other dealing with any such security will not release or affect the liability of the Borrower, or release or affect any of the Securities or any other security held by the Credit Union.
- 11.10 **Examinations of Books Etc.** - The Credit Union will have the right whenever it deems reasonably necessary either by its officers or authorized agents to enter upon the Borrower's premises and to inspect the undertaking, property and assets of the Borrower, all books of account and records of the Borrower and copies of all returns made from time to time by the Borrower to boards, agencies or governmental departments (including the Department of National Revenue) and to make extracts therefrom and generally to conduct such examinations as it may see fit and without limiting the generality of the foregoing, the Credit Union may request information from the solicitor, auditor and other advisors and agents of the Borrower for the time being concerning the affairs and the conduct of business of the Borrower and the Borrower hereby irrevocably authorizes and directs and this will constitute the sufficient authority and direction to any such solicitor, auditor or other person to disclose to the Credit Union such information as to any and all matters touching upon the affairs and conduct of the business of the Borrower whether of confidential nature or otherwise and any costs, expenses and outlays which the Credit Union may incur pursuant hereto may be charged to the Account.
- 11.11 **Extension of Dates** - The Credit Union may extend all relevant dates, including those contained in this Agreement in the event of fires, strikes, and Acts of God and other events beyond the Borrower's reasonable control and the Borrower will pay all resulting costs to the Credit Union of extending the date or dates.
- 11.12 **Enurement** -This Agreement and all its provisions will enure to the benefit of and be binding upon the parties hereto, their successors and assigns.
- 11.13 **Statute References** - A reference in this document to a particular statute means the statute as amended from time to time and any statute substituted therefore.

1. During Construction

- (a) The property must be insured for 100% of replacement cost under a form providing coverage at least equivalent to IAO Form 507 - Builders Risk - All Risk.
- (b) The Builders Risk - All Risk cover must grant permission for partial or full occupancy.
- (c) The insurance policy should include the insurance of the foundation and all parts below ground level.
- (d) Comprehensive General Liability Insurance for bodily injury and/or death and damage to property of others in an amount not less than \$3,000,000.

2. Upon Completion of Construction

The Borrower shall keep in force the following insurance in respect of the property:

- (a) "All Risks" coverage equivalent to the IAO Commercial Building Form (CBF) for 100% of replacement cost on a stated amount basis, with loss must be made payable firstly to the Credit Union, as its interests may appear. The policy must contain:
 - (i) A stated amount co-insurance clause,
 - (ii) A standard IAO mortgage clause,
 - (iii) A replacement cost endorsement.
- (b) Broad form boiler insurance including pressure vessels insurance and air-conditioning equipment, if any, and repair and replacement and use and occupancy coverage, with loss must be made payable firstly to the Credit Union, as its interest may appear and a standard IAO mortgage clause must be attached.
- (c) Comprehensive General Liability Insurance for bodily injury and/or death and damage to property of others, in amount not less than \$3,000,000.
- (d) Rental insurance coverage sufficient to cover 100% of the gross annual rents and if on a net basis, the equivalent gross rentals, for a period of one year.
- (e) All fire insurance policies must include the insurance of the foundation and all parts below level and in case of destruction of the reconstruction should not be limited to the same site.

3. Other Requirements

- (a) All insurance policies will be issued by a company to be communicated to the Credit Union to confirm acceptability.
- (b) Any deductible amounts under such policies shall be at a maximum of \$25,000.
- (c) The terms and conditions of all insurance policies will be provided to the Credit Union for review and to confirm acceptability.

4. Loss payable

The policy or policies will contain a standard mortgage clause approved by the Insurance Bureau of Canada and will name First West Credit Union as first loss payee (as first mortgagee), as its interest may appear and a standard IAO mortgage clause must be attached.

5. Cancellation

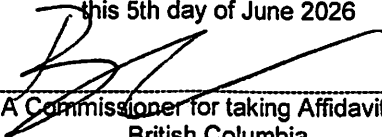
The Insurer may reserve the right to cancel the policy as provided by statutory provisions but must agree that it will neither terminate nor alter the policy to our prejudice except by registered letter giving a notification of thirty (30) days to the Credit Union.

All of the above policies must be with insurers and on terms and conditions satisfactory to the Credit Union, including the provisions of thirty (30) days written notice to the Credit Union of cancellation or of any alteration to the policy to the prejudice of the Credit Union, must be signed by the insurers and the originals of the policies signed by the insurers must be deposited with the Credit Union prior to any advances under the loan.

6. Adequacy

To confirm adequate coverage, the Credit Union may, at its discretion, have its insurance consultant review all policies of insurance.

This is Exhibit "L" referred to
in the Affidavit of
Jun Bi
affirmed before me at Vancouver, BC
this 5th day of June 2026



A Commissioner for taking Affidavits for
British Columbia

CreditMaster® Construction Loan Agreement — Letter Format

The Credit Union is a licensee of the CreditMaster® trademark owned by Central 1 Credit Union.

FIRST WEST CREDIT UNION

32711 South Fraser Way

Abbotsford, BC V2T 3S3

November 5, 2021

464 EAGLECREST DRIVE LIMITED PARTNERSHIP

3868 W. 50th Avenue

Vancouver, BC V6N 3V4

Dear Sir/Madame:

Re: Construction Loan Facility

The First West Credit Union (the "Credit Union") is pleased to advise that it has approved, and hereby offers to 464 Eaglecrest Drive Limited Partnership (the "Borrower"), a construction loan facility (the "Construction Loan") on the terms and conditions set out below and on the terms and conditions set out in the "Standard Terms and Conditions - Construction Loan" attached hereto.

1. **AGREEMENT TO LEND** – The Credit Union will lend to the Borrower, subject to, and upon the terms and conditions of this Agreement, on account of the Construction Loan, up to \$46,296,000.00.
2. **PURPOSE OF LOAN** – The purpose of the Construction Loan is to provide financing for the development and construction of Phase 1 of EagleView Heights consisting of 63 strata units and an amenity building to be constructed on the Lands by or for the Borrower.
3. **ADVANCES** –
 - (a) **Minimum Advances** – The minimum advance will be \$50,000.00, except for the final advance.
 - (b) **Frequency** – Advances will be made no more frequently than monthly.
4. **INTEREST RATE [Floating Rate]** – The outstanding balance of the Construction Loan will bear interest at a rate (the "Interest Rate") of interest at all times 1.75% per cent per annum in excess of the Prime Rate in effect from time to time, compounded monthly not in advance as well after as before each of maturity, default and judgment. If and whenever the rate of interest constituting the Prime Rate is varied the interest rate payable hereunder will also be varied, effective on the date the change in the rate constituting the Prime Rate comes into effect so that at all times the interest rate hereunder will be 1.75% per cent per annum in excess of the Prime Rate then in effect.

5. **Payments [Interest Only]** – The Borrower will make the following payments to the Credit Union:
- (a) on the first day of each month the Borrower will pay all accumulated interest, and
 - (b) the Borrower will pay to the Credit Union the whole of the outstanding balance of the Construction Loan, including principal, interest and all Other Amounts within 36 months of the initial advance (the "Balance Due Date").

Should the Credit Union grant an extension, a new "Balance Due Date" shall be established;

Net Sale Proceeds: 100% of the Net Sales Proceeds - Borrowings are to be repaid from sale proceeds of each unit/lot. Partial discharges of the Credit Union's security will be provided on a per unit/lot basis upon receipt of the Net Sales Proceeds relative to each lot, which will be applied to reduce the borrowings under the Construction Loan. In any event, all Borrowings outstanding under the Construction Loan must be repaid in full by the "Balance Due Date".

Proceeds from all Deposit and Performance Bonds are to be treated as Net Sale Proceeds.

All Indebtedness: Until all indebtedness owing to the Lender is paid (including any new loans to finance additional phases of the Project), all proceeds from the sale of the units/lots shall be paid to the Lender.

6. **PAYMENTS FROM ACCOUNT** – The Borrower hereby authorizes the Credit Union to charge any payments of principal, interest or principal and interest to the Borrower's account number _____ at the Credit Union (the "Account") when the same become payable.
7. **PREPAYMENT (Open)** – The Borrower has the right, at any time when not in default hereunder or under the Securities, to prepay the whole or any portion of the balance outstanding under this Agreement without notice or bonus provided that any such payments will be applied first to interest accrued to the date of payment and second to principal and provided further that any such payment will not be taken in substitution of any monthly instalment.
8. **SECURITY** –
- (a) **Definitions** – In this Agreement
 - "Lands" means those lands and premises legally described as PID: 030-982-421, Lot A DL 1328 Gp 1 NWD Plan EPP86390;
 - "Mortgage" means a first CreditMaster® Mortgage and Assignment of Rents of the Lands;
 - "Permitted Encumbrances" means Statutory Right of Way BJ36203, Covenant CA6854749 and Statutory Right of Way CA7921442.

(b) **Security** – Repayment of the Construction Loan and interest and Other Amounts and performance of the covenants, agreements and obligations herein and therein contained will be secured by:

- (i) An Offer of Credit dated October 20, 2021;
- (ii) the Mortgage;
- (iii) A Beneficiary Authorization and Charge Agreement from the Borrower and 464 Eaglecrest Drive Properties Ltd.;
- (iv) a commercial security agreement creating a first ranking security interest in all the Borrower's present and after-acquired property;
- (v) a commercial security agreement creating a first ranking security interest in all TCD Developments (Gibsons) Ltd.'s present and after-acquired property;
- (vi) a commercial security agreement creating a first ranking security interest in all 464 Eaglecrest Drive Properties Ltd.'s present and after-acquired property;
- (vii) a commercial security agreement creating a first ranking security interest in all Kind Development Group Ltd.'s present and after-acquired property;
- (viii) Indemnity Agreements (the "Indemnity") from each TCD Developments (Gibsons) Ltd., 464 Eaglecrest Drive Properties Ltd., Kind Development Group Ltd., Robert Chetner and Jun Bi (collectively the "Indemnitor" or "Indemnitors") indemnifying the Credit Union for all losses suffered by reason of making any and all loans to the Borrower;
- (ix) a debt service and cost overrun agreement executed by each Indemnitor and the Borrower whereby the Indemnitor covenants:
 - (1) to pay any deficiency in payment by the Borrower of any debt service amount;
 - (2) to pay any overrun from the estimates in the Project budget in the costs of completion of the Project; and
 - (3) not to further commit surplus cash flow without the prior written consent of the Credit Union;
- (x) an environmental indemnity agreement in which the Indemnitors agree to indemnify and save the Credit Union harmless for any losses, costs or expenses resulting from any hazardous substance in, on or under the Lands;
- (xi) a commercial assignment of Credit Union Shares/Deposits by the Borrower in favour of the Credit Union of \$3,500,000.00 on deposit by the Borrower in the Credit Union;

- (xii) an assignment and postponement by Kind Development Group Ltd., of all shareholder's loans owed by the Borrower to them;
- (xiii) an assignment and postponement by Kind Development Group Ltd., of all shareholder's loans owed by TCD Developments (Gibsons) Ltd. to them;
- (xiv) an assignment and postponement by Kind Development Group Ltd., of all shareholder's loans owed by 464 Eaglecrest Drive Properties Ltd. to them;
- (xv) an assignment and postponement by Chetner Holdings Ltd. of all shareholder's loans owed by Kind Development Group Ltd. to them;
- (xvi) an assignment and postponement by Junebee Real Properties Inc. of all shareholder's loans owed by Kind Development Group Ltd. to them;
- (xvii) a General Assignment of Contracts, Warranties, Licences, and Permits from the Borrower;
- (xviii) an assignment of the Performance Bond from the Borrower along with a Direction to Pay directing the Surety to deposit the proceeds of any demand under the Performance Bond into a specific account in the Borrower's name maintained at the Credit Union, along with an acknowledgement of the assignment and direction to pay from the Surety;
- (xix) an assignment of Deposit Guarantee PSA and Deposit Guarantee from the Borrower along with a Direction to Pay directing the Pensio to deposit the proceeds of any demand under these agreements into a specific account in the Borrower's name maintained at the Credit Union, along with an acknowledgement of the assignment and direction to pay from Pensio;
- (xx) an Assignment of Proceeds security, that the Credit Union obtain confirmation from Talisman to provide notice of default to the Credit Union prior to termination of the Master Bond and consent and acknowledge the Direction to Pay;
- (xxi) A Priority, Postponement and Standstill Agreement between the Credit Union, Travelers Insurance Company of Canada and the Borrower.

9. **LENDER'S FEES -**

- (a) **Application Fee** - The Borrower acknowledges that the Application Fee of \$50,000.00 has been earned and paid.
- (b) **Commitment Fee** - The Borrower acknowledges that the Commitment Fee of \$645,000.00 once paid by the Borrower to the Credit Union is non-refundable and is a reasonable estimate of the Credit Union's cost incurred in investigating and preparing for the Construction Loan and of holding monies available to fund the Construction Loan and the Commitment Fees will not be returned to the Borrower even if the Construction Loan is not advanced.

10. **SHARE REQUIREMENTS** – The Borrower will purchase \$5.00 of equity shares in the capital of the Credit Union and will maintain that investment during the currency of this Agreement.
11. **ADDITIONAL ITEMS** – The Borrower must also, pursuant to section 3.3 of the Standard Terms and Conditions attached, deliver to the Credit Union the items as set out in the Commitment Letter under the heading “Conditions Precedent” prior to the initial advance of the Construction Loan.
12. **TERMINATION OF AGREEMENT TO ADVANCE** – At the Credit Union’s option the Credit Union’s agreement to advance the Construction Loan may be cancelled and all monies advanced together with interest and costs will be due and payable if:
 - (a) construction of the Project is not commenced within 60 days of acceptance of the Credit Union’s offer herein by the Borrower, or
 - (b) the mortgage is not executed and registered and the first advance made within 90 days of acceptance of the Credit Union’s offer herein by the Borrower.

If these provisions meet with your approval, please have the Borrower execute the Borrower Acceptance provision and return a copy of this Agreement to the Credit Union on or before 5:00 p.m. on December 15, 2021, at which time the Credit Union’s offer, unless accepted, will lapse and terminate.

Yours truly,

FIRST WEST CREDIT UNION,
by its authorized signatory(ies):

Authorized Signatory

Authorized Signatory

BORROWER ACCEPTANCE:


The Borrower hereby accepts the within.

464 EAGLECREST DRIVE LIMITED PARTNERSHIP

By its General Partner,
TCD DEVELOPMENTS (GIBSONS) LTD.,
by its authorized signatory(ies):

(Date)


Authorized Signatory


Authorized Signatory

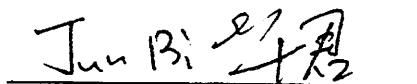
INDEMNITOR(S):

TCD DEVELOPMENTS (GIBSONS) LTD.,
by its authorized signatory(ies):


Authorized Signatory


Authorized Signatory

464 EAGLECREST DRIVE PROPERTIES LTD.,
by its authorized signatory(ies):


Authorized Signatory


Authorized Signatory

KIND DEVELOPMENT GROUP LTD.,
by its authorized signatory(ies):

Jun Bi Zhi
Authorized Signatory

Robert Chetner
Authorized Signatory

Robert Chetner
ROBERT CHETNER

Jun Bi Zhi
JUN BI

Hannah Thomson
WITNESS:

HANNAH THOMSON
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B5
TELEPHONE: (604) 683-6498

Hannah Thomson
WITNESS:

HANNAH THOMSON
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STANDARD TERMS AND CONDITIONS - CONSTRUCTION LOAN

PART 1 - DEFINITIONS AND INTERPRETATION

1.1 Definitions - In this Agreement, unless the context otherwise requires:

"Agreement" means these Standard Terms and Conditions - Construction Loan and the letter to which they are attached as the same may be amended from time to time and the expression "hereof", "herein", "hereto", "hereunder", and "hereby", and similar expressions refer to this Agreement and not to any particular provision;

"Business Day" means each day Monday through Friday inclusive other than a day which is a statutory holiday in British Columbia;

"Construction Contracts" means all contracts between the Borrower and other persons relating to the construction of the Project;

"CreditMaster® Mortgage" means a mortgage in favour of the Credit Union incorporating Standard Mortgage Terms MT980021 or MT030098 as Part 2 thereof and registered or to be registered in the applicable Land Title Office;

"Event of Default" means an event described in section 8.1;

"Inspector" means the quantity surveyor, engineer or other professional appointed by the Borrower and approved by the Credit Union who will advise the Borrower on the progress of construction of the Project;

"Other Amounts" means any other amounts that are payable by the Borrower to the Credit Union under this Agreement other than principal of the Construction Loan and interest thereon;

"Plans" means the plans for the Project;

"Prime Rate" means that rate of interest, regardless of compounding frequency, designated by the Credit Union from time to time as the reference rate to be used to determine the rate of interest to be charged on variable rate Canadian dollar loans made by the Credit Union (or if at any one time more than one such rate is so designated, the higher or highest of such rates as the case may be);

"Project Budget" means the budget for the Project;

"Project Costs" means all costs incurred by the Borrower in connection with the Project including

- costs of professional advisors (including architects, engineers and lawyers);
 - construction costs;
 - interest on money borrowed to pay Project Costs;
 - costs of insuring the Project;
 - advertising and sales promotion costs; and
 - land acquisition costs;
- but specifically not including any of the following:
- Borrower's profit;
 - repayment of borrowed monies;
 - return of capital or any return of equity;

- payment of any bonus to any person;
- payment of wages or salary to any shareholder or director of the Borrower except as specifically authorized in writing by the Credit Union;
- payments of any nature or kind (whether pursuant to a contract or otherwise) to a person not at arm's length with the Borrower, except as specifically agreed to in writing by the Credit Union;

"Property" means all of the undertaking, property and assets of the Borrower subject to the Securities;

"Securities" means the Mortgage together with any and all other security documents to be provided by the Borrower to the Credit Union and described in the section entitled "Security" in the letter part of this Agreement and in section 2.1;

"Security Interests" means the security interests in favour of the Credit Union created by this Agreement and the Securities;

"Specifications" means the specifications for the Project.

- 1.2 **Headings** - The headings herein are inserted for convenience of reference only and will not affect the construction or interpretation of this Agreement.
- 1.3 **Governing Law** - This Agreement will be governed by, and construed in accordance with, the laws of the Province of British Columbia.
- 1.4 **Submission to Jurisdiction** - The Borrower submits to the jurisdiction of the Courts of the Province of British Columbia and agrees to be bound by any suit, action or proceeding commenced in such Courts and by any order or judgment resulting from such suit, action or proceeding, provided however that the foregoing will in no way limit the right of the Credit Union to commence suits, actions, or proceedings based on this Agreement or any of the Securities in any jurisdiction.
- 1.5 **Invalidity of Any Provision** - If any covenant, obligation or provision contained in this Agreement will be invalid or unenforceable, the remainder of this Agreement will not be affected thereby and each covenant, obligation or provision of this Agreement will separately be valid and enforceable to the fullest extent permitted by law.
- 1.6 **Conflict with Other Documents** - If the provisions of the Securities or any of them conflict with, or are inconsistent with, the provisions of this Agreement, the provisions of this Agreement will prevail.
- 1.7 **Certificate of Officer of Credit Union** - A certificate signed by any officer (including a Branch Manager) of the Credit Union stating the Prime Rate which applied on any day or during any period will be conclusive as to the respective rate which applied on that day or during that period, as the case may be, without further proof.
- 1.8 **Amendments** - This Agreement may only be amended from time to time in writing and any such amendment may be evidenced by memoranda or letters signed by an authorized officer of the respective parties without the necessity of such amendment being executed under seal.
- 1.9 **Counterparts** - This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.
- 1.10 **Joint Obligations** - If more than one person constitutes the Borrower the agreements of, and all obligations and covenants to be performed and observed by, the Borrower hereunder will be the joint and several obligations and covenants of each of the persons comprising the Borrower and any request or authorization given to the Credit Union by any of the persons comprising the Borrower will be deemed to be the joint and several requests or authorizations of each of the persons comprising the Borrower. If there is a Covenantor and more than one person constitutes the Covenantor the agreements of, and all obligations and covenants to be performed and observed by, the Covenantor hereunder will be the joint and several obligations and covenants of each of the persons comprising the Covenantor.

- 1.11 **Date for Action** - If any date on which any action required to be taken hereunder by either party is not a Business Day such action will be required to be taken on the next following Business Day.
- 1.12 **Entire Agreement** - This Agreement, including any schedules hereto, and the Securities constitute the entire agreement between the parties relating to the Construction Loan, expressly superseding all prior agreements and communications (both oral and written) between any of the parties hereto with respect to all matters contained herein, and except as stated herein or in the Securities or any other instruments and documents to be executed and delivered pursuant hereto, contain all the representations and warranties of the respective parties.
- 1.13 **Included Words** - Whenever the singular or the masculine is used herein the same will be deemed to include the plural or the feminine or the body corporate where the context or the parties so require.

PART 2 - SECURITY

- 2.1 **Further Security** - The Borrower hereby assigns to the Credit Union as further security for repayment of the Construction Loan
- (a) all Construction Contracts;
 - (b) all warranty rights relating to the Project;
 - (c) all designs, Plans, Specifications, permits and licences relating to the Project;
 - (d) all Goods and Services Tax input credits relating to, or arising from, the Project; and
 - (e) all Purchase and Sale Agreements for completed units in the Project,
- and the Borrower will, at the request of the Credit Union, enter into specific assignments of the foregoing, in such form or forms of assignment as may be determined by the Credit Union in its sole and absolute discretion.
- 2.2 **Demand** - Notwithstanding that the Mortgage or any of the other Securities (if any) is expressed to be payable on demand, the Credit Union will not demand payment under the Mortgage or the other Securities unless and until an Event of Default has occurred under this Agreement or unless and until an event of default has occurred with respect to other indebtedness.
- 2.3 **Registration** - The Credit Union will, at the expense of the Borrower, register, file or record the Security Interests in all offices where such registration, filing, or recording is necessary or of advantage to the creation, perfection and preserving of the Security Interests and renew such registrations, filings and recordings from time to time as and when required to keep them in full force and effect. The Borrower acknowledges that the forms of this Agreement and the Securities have been prepared based upon the laws of British Columbia applicable thereto and the laws of Canada applicable therein in effect at the date of this Agreement and that such laws may change. The Borrower agrees that the Credit Union will have the right to require that the forms of this Agreement and any of the Securities be amended or supplemented to reflect any changes in such laws, whether arising as a result of statutory amendments, court decisions or otherwise, in order to confer upon the Credit Union the rights and security interests intended to be created hereby and thereby.

PART 3 - ADVANCES

- 3.1 **Advances** - The Construction Loan will be advanced on a progressive draw basis based upon the value of work in place and the cost to complete the Project as determined by the Inspector. There will at all times be unadvanced an amount sufficient in the opinion of the Credit Union to complete the Project.
- 3.2 **Advances** - Unless the Borrower otherwise provides in writing to the Credit Union, all advances of the Construction Loan may be deposited by the Credit Union to the Account. The Credit Union may deduct from advances of the Construction Loan or may charge to the Account the following, as applicable: the Credit Union's fees, legal fees, appraisal fees, interest adjustment, prepayment penalties, and Other Amounts.
- 3.3 **Borrower to Deliver** - The Borrower will, prior to the initial advance of the Construction Loan, deliver the following to the Credit Union:

- (a) the Plans and Specifications, for approval by the Credit Union;
- (b) the Project Budget, for approval by the Credit Union;
- (c) copies of all Construction Contracts and all change orders issued pursuant to the Construction Contracts;
- (d) the proposed construction time schedule for the Project;
- (e) the projected cash flow for the Project;
- (f) a copy of the report of the geotechnical engineer reporting on the soil tests conducted on the Lands;
- (g) copies of the development or building permits issued by the municipality or other local government unit with respect to the Project;
- (h) a list of all architects, engineers, contractors, subcontractors and others engaged to perform work or services with respect to the Project;
- (i) evidence satisfactory to the Credit Union that all land use, zoning and other regulatory requirements have been complied with (or can, be complied with) and that all required building or development permits in connection with the Project have been issued;
- (j) evidence satisfactory to the Credit Union that the Lands (including any groundwater under the surface of the Lands) comply with all applicable environmental laws;
- (k) if requested by the Credit Union, an environmental review of the Lands prepared by an environmental consultant satisfactory to the Credit Union, including:
 - (i) a first stage preliminary site investigation (as described in the Contaminated Sites Regulations to the *Waste Management Act* R.S.B.C. 1996, chap.482) of the Lands, or if required by the Credit Union a second stage preliminary site investigation or a detailed site investigation (each as described in the Contaminated Sites Regulations to the *Waste Management Act* R.S.B.C. 1996, chap.482);
 - (ii) details of any remediation required to permit the Lands to be used for the purpose contemplated by the Project; and
 - (iii) estimates of the costs of such remediation and the length of time it will take to complete, including obtaining any necessary certificates of compliance from the Ministry of Environment or other applicable government authority;
- (l) evidence satisfactory to the Credit Union that all utility services (including electricity, water, sanitary sewer, storm sewer and telephone) are available for the Project; and
- (m) evidence satisfactory to the Credit Union that there is vehicular and pedestrian access to the Lands from a public street, road or highway.
- (n) copies of insurance policies evidencing the insurance coverage requirements set out in Schedule "A";
- (o) unless the first advance hereunder is to finance the acquisition of the Lands, confirmation satisfactory to the Credit Union that the Borrower has completed the purchase of the Lands, free and clear of all encumbrances except Permitted Encumbrances;
- (p) a certificate from the Borrower (or an officer of the Borrower if the Borrower is a corporation) confirming that there is no outstanding breach of any covenant, representation, or warranty contained in this Agreement or in the Securities;
- (q) such other items as are specified in the letter part of this Agreement; and
- (r) such other information as the Credit Union may reasonably request.

- 3.4 **Conditions Precedent (To Initial Advance)** - It will be a condition precedent to the initial advance under the Construction Loan that
- (a) the Credit Union will have received the documents and information specified in section 3.3;
 - (b) the Credit Union will have received from the Borrower's legal counsel an opinion in form and substance satisfactory to the Credit Union in its sole discretion; and
 - (c) the Borrower will have duly authorized, executed and delivered the Securities and the Securities will have been registered, filed and recorded in all offices in which, in the opinion of the Credit Union, acting reasonably, registration is necessary or of advantage to preserve or perfect the priority of the security interests intended to be created thereby.
- 3.5 **Conditions Of All Advances (Including the Initial Advance)** - The Credit Union will not be required to make any advance under the Construction Loan unless it has received two full Business Days prior written notice of the Borrower's intention to call for an advance under the Construction Loan. Each time the Borrower wishes an advance to be made under the Construction Loan (except for an advance to finance the acquisition of the Lands) the Borrower will provide to the Credit Union the following:
- (a) claim for progress draw ("Progress Claim") containing a breakdown of all subtrade accounts, which will, if the Credit Union requires, be accompanied by a statutory declaration of the Borrower declaring that all subtrade accounts for the Project for the period ending 30 days immediately preceding the Progress Claim have been paid in full, except for statutory holdback requirements;
 - (b) project cost summary ("Project Cost Summary") of the Borrower in a form approved by the Inspector, which will set out pursuant to the Project Budget:
 - (i) the original estimates of the cost of completion of the Project;
 - (ii) the present estimate of the cost of completion of the Project;
 - (iii) the percentage of the Project completed to date;
 - (iv) the value of the construction covered under the Progress Claim;
 - (v) the variance from original Project Budget; and
 - (vi) the breakdown of expenditures among direct construction costs and specific soft costs;
 - (c) a certificate from the Inspector that:
 - (i) all construction has been performed according to the Plans;
 - (ii) construction is progressing according to the construction timetables approved by the Credit Union;
 - (iii) the portion of the Progress Claim pertaining to direct construction costs represents work actually completed on the Project;
 - (iv) the estimate of cost to complete as set out in the Project Cost Summary is reasonable, accurate, and sufficient to complete the Project;
 - (v) construction procedures, quality of materials, and standard of labour are acceptable; and
 - (vi) permits and approvals required for the completion of the Project are in hand;
 - (d) a satisfactory report from the Credit Union's solicitors following a land title office search on the Property immediately before the advance, showing the Lands as being encumbered only by the Mortgage and Permitted Encumbrances; and

- (e) a certificate (which, at the Credit Union's discretion, may be incorporated into the certificate to be delivered under section 3.3(p)) from an officer of the Borrower confirming that there are no outstanding breaches of any covenant, representation, or warranty contained in this Agreement or the Securities.

3.6 **Surveyor's Certificate** - No advance will be made after the foundations for the Project are in place until the Borrower has provided to the Credit Union a surveyor's certificate and a plan of survey indicating the boundaries of the Lands, the location of the foundations thereon and certification that:

- a) all foundations are wholly within the boundaries of the Lands;
- b) that the location of the foundations is in compliance with all municipal and civic siting bylaws and regulations;
- c) that the Property is free of any easements, except easements for public utilities and similar charges that do not affect the marketability of the Property and are consistent with its use;

(or, where such is not the case, specific identification of encroachments or non-compliance).

Such plan of survey is also to include lot lines, improvement location lines in relation to lot lines, building dimensions, location of easements and right of way, and coverage.

As construction of the Project progresses, the Credit Union may require updated plans of survey and surveyor's certificates with respect to the location of all improvements on the Lands. The cost of all surveys is to be borne by the Borrower.

3.7 **Requirements for Final Advance** - Before the final advance of the Construction Loan:

- (a) the Inspector shall have provided an inspection report certifying completion of the Project (except for minor deficiencies approved by the Credit Union), and
- (b) the Borrower shall have delivered to the Credit Union an occupancy permit or similar document with respect to the Project issued by the municipality or other local government unit in which the Lands are located.

3.8 **Statutory Lien Holdback(s)** - The Borrower is responsible for making the statutory lien holdback under the *Builders Lien Act*. Failure to properly make the holdback is a default under this Agreement

If a separate lien holdback account or accounts are required to be opened by the Borrower under the *Builders Lien Act*,

- (a) the Borrower will open and maintain separate lien holdback accounts with the Credit Union in respect of each contract entered into by the Borrower (except in respect of material suppliers, architects, engineers and workers); and
- (b) the Borrower will pay the Credit Union the Credit Union's standard fee for lien holdback accounts for each account to be opened, payable when the first account is opened.

If separate lien holdback accounts are not required by the *Builders Lien Act*, the Borrower may, but will not be required to, open a separate account in the Credit Union into which to pay the required lien holdback.

The Borrower authorizes the Credit Union to disburse from each advance of the Construction Loan the holdback amounts directly into the appropriate lien holdback account or accounts. These amounts will be considered advanced and the Borrower is responsible for proper disbursement of the holdback amounts. Before each progress advance, the Borrower will provide to the Credit Union all information necessary to calculate the correct amount to be advanced to holdback accounts in respect of each contract.

3.9 **Closing Off** - If the final advance of the Construction Loan is not made by the Balance Due Date, at the option of the Credit Union, the Credit Union's commitment to advance may be closed off and no further advances made and the outstanding balance will be due and payable.

- 3.10 **No Readvances** - Advances on account of the Construction Loan once repaid by the Borrower will not be readvanced by the Credit Union.

PART 4 - PAYMENTS

- 4.1 **Use of Payments** - The Credit Union will apply all payments received from the Borrower, including prepayments, in such order as the Credit Union decides.
- 4.2 **Place of Payments** - The Borrower will make all payments under this Agreement at the address of the Credit Union set out on page 1 of the letter part of this Agreement or at any other address specified by the Credit Union.
- 4.3 **Time of Payments** - Payments received after 2:00 p.m. (Pacific time) on a Business Day or received on a day which is not a Business Day will be considered received on the next Business Day of the Credit Union's branch or office where the payment was made.

PART 5 - REPRESENTATIONS AND WARRANTIES

- 5.1 **Representations and Warranties** - The Borrower represents and warrants to the Credit Union that:
- (a) **Corporate Status** - if the Borrower is a corporation, it is duly incorporated and is in good standing under the laws of the Province of British Columbia;
 - (b) **Corporate Powers and Authority** - if the Borrower is a corporation, the Borrower has the power and authority to carry on the business now being carried on by it and has the full power and authority to enter into this Agreement and to execute and deliver the Securities;
 - (c) **Corporate Proceedings** - if the Borrower is a corporation, all necessary and requisite corporate proceedings, resolutions and authorizations have been taken, passed, done and given by the Borrower and by the Borrower's directors to authorize, permit and enable the Borrower:
 - (i) to borrow the Construction Loan from the Credit Union;
 - (ii) to execute and deliver this Agreement; and
 - (iii) to execute and deliver the Securities;
 - (d) **Not Contravene Constatng Documents** - if the Borrower is a corporation, neither the borrowings nor the issue of the Securities will be in contravention or constitute default under the constating documents of the Borrower;
 - (e) **Not Contravene Any Agreement** - neither the borrowings nor the issue of the Securities will be in contravention or constitute default under any indenture, deed, agreement, undertaking or obligation of the Borrower or to which the Borrower is a party;
 - (f) **No Action or Proceedings** - there are no actions or proceedings pending or, to the knowledge of the Borrower threatened which challenge the validity of this Agreement, the validity of any of the Securities or which might result in a material adverse change in the financial condition of the Borrower or any covenantor, indemnitor or guarantor or which would materially adversely affect the ability of the Borrower or any covenantor, indemnitor or guarantor to perform its/their obligations under this Agreement, the Securities or any other document in connection herewith.

PART 6 - POSITIVE COVENANTS

- 6.1 **General Covenants** - The Borrower covenants with the Credit Union:
- (a) **Corporate Existence** - that, if it is a corporation, it will at all times maintain its corporate existence;
 - (b) **Conduct Business** - that it will carry on and conduct its business in a proper, efficient and businesslike manner and in accordance with good business practices;

- (c) **Books of Account** - that it will keep or cause to be kept proper books of account in accordance with sound accounting practice;
- (d) **Title to Property** - that it has good title and possession of the Property save Permitted Encumbrances;
- (e) **Insurance** - that it will obtain and keep in force insurance which meets the requirements set out in Schedule "A" and whenever and to the extent required in writing by the Credit Union, the Borrower will:
 - (i) furnish a certificate by an independent appraiser or insurance adjuster selected by the Borrower and approved by the Credit Union as to the sufficiency of such insurance, which certificate will be conclusive as against the Borrower both as to the amount of insurance required hereunder and the perils against which coverage is required hereunder and the Borrower will immediately insure in accordance with such certificate;
 - (ii) cause to be endorsed in such form as may be required by the Credit Union on the policies evidencing such insurance a notation that any amounts payable under such policies will be paid to the Credit Union as its interest may appear; and
 - (iii) deposit with the Credit Union every policy and renewal certificate for such insurance or a certified copy thereof;
- (f) **Other Indebtedness** - that it will pay and discharge as they become due all payments due and owing under, or with respect to, any previous indebtedness created or security given by the Borrower to any person or corporation and will observe, perform and carry out all the terms, covenants, provisions and agreements relating thereto and any default in payment of any monies due and payable under or relating to any previous indebtedness or security or in the observance, performance or carrying out of any of the terms, covenants, provisions and agreements relating thereto will be deemed to be a default hereunder at the option of the Credit Union and any and all remedies available to the Credit Union hereunder by reason of any default hereunder or by law or otherwise will be forthwith available to the Credit Union upon any default of the Borrower under the previous security;
- (g) **Costs Caused By Default** - that if the Borrower defaults in any covenant to be performed by it hereunder or under the Securities the Credit Union may perform any covenant of the Borrower capable of being performed by the Credit Union and if the Credit Union is put to any costs, charges, expenses or outlays to perform any such covenant, the Borrower will indemnify the Credit Union for such costs, charges, expenses or outlays and such costs, charges, expenses or outlays incurred by the Credit Union (including solicitors' fees and charges incurred by the Credit Union) may be charged by the Credit Union to the Account and will be secured by the Securities;
- (h) **Court Costs** - that in any judicial proceedings taken to enforce this Agreement and the covenants of the Borrower hereunder or to enforce or redeem the Securities or to foreclose the interest of the Borrower in any property subject thereto the Credit Union will be entitled to costs on a special costs basis. Any costs so recovered will be credited against any solicitors' fees and charges paid or incurred by the Credit Union relating to the matters in respect of which the costs were awarded and which may have been charged by the Credit Union to the Account in accordance with clause (g) above.

6.2 **Construction Covenants - The Borrower will:**

- (a) **Complete Project** - proceed to complete the Project with diligence and continuity in a good and workmanlike manner, in accordance with sound building and engineering practices and in accordance with the Plans and Specifications approved by the Credit Union;
- (b) **Changes to Plans and Specifications** - not make changes to the Plans or the Specifications without the Credit Union's prior written consent;
- (c) **Not Cease Work** - not permit cessation of work on the Project prior to completion for a period in excess of 30 days without the prior written consent of the Credit Union, unless cessation is

caused by factors which in the opinion of the Credit Union, acting reasonably, are beyond the control of the Borrower;

- (d) **Correct Defects** - correct promptly upon notice from the Credit Union any defects in construction of the Project or unapproved deviations from the Plans and Specifications;
- (e) **Only Pay Project Costs** - use amounts advanced hereunder by the Credit Union only for the payment of Project Costs and for no other purpose;
- (f) **Pay Excess** - pay from sources other than amounts advanced hereunder by the Credit Union the Project Costs in excess of the amounts advanced hereunder;
- (g) **Ensure Unadvanced Construction Loan Sufficient** - ensure that the amount unadvanced hereunder will at all times be sufficient to pay the Project Costs necessary to complete the Project;
- (h) **Notify Credit Union** - promptly notify the Credit Union of any deviations from the Project budget.

6.3 **Substantial Completion** - Upon substantial completion of the Project the Borrower will provide the Credit Union with

- (a) an occupancy certificate or similar certification by the municipality or other local government unit certifying that the Project may be occupied; and
- (b) one set of "as-built" Plans.

6.4 **During Construction** - During construction the Borrower will

- (a) provide to the Credit Union, at least monthly, status reports (including copies of the engineer's and/or the quantity surveyor's reports) with respect to the Project containing such information concerning the Project as the Credit Union may reasonably require;
- (b) permit the Credit Union and its employees and agents access to the Project site and will permit such persons to enter and inspect the Project; and
- (c) keep and will permit the Credit Union and its employees and agents at all reasonable times to examine and copy books and records of the Borrower pertaining to the Project and all contracts, statements, invoices, bills and claims for labour, materials and services supplied for the Project.

6.5 **Sign** - While the Construction Loan is outstanding the Borrower will permit the Credit Union to post a sign at the Project indicating that construction financing is being provided to the Borrower by the Credit Union.

PART 7 - NEGATIVE COVENANTS

7.1 **Covenants** - The Borrower covenants with the Credit Union that the Borrower will not, without the consent in writing of the Credit Union first had and obtained:

- (a) **Grant Security** - make, give or create or attempt to make, give or create any mortgage, charge, lien or encumbrance upon the Property or any part or parts thereof ranking or purporting to rank prior to or pari passu with the Securities or any of them;
- (b) **Sell Property** - make any sale or dispose of any substantial part of the Property at less than market value and then only in the ordinary course of business and if the Borrower disposes of the whole or any substantial part of the Property it will hold the proceeds of the sale thereof in trust for the Credit Union;
- (c) **Prepay Obligations** - subject to the provisions of Article 6 hereof, pay or satisfy, before the due date thereof, any obligation of the Borrower;

- (d) **Payments Out of Usual Course** - make any payments to any person other than in the normal course of the Borrower's business;
- (e) **Salaries** - pay salaries, bonuses or other remuneration to
 - (i) any shareholder, director or officer of the Borrower (if the Borrower is a corporation), or
 - (ii) any person related by blood or marriage to any of the persons described in (i) above, or
 - (iii) any person related by blood or marriage to the Borrower (if the Borrower is an individual), or
 - (iv) any corporation controlled by the Borrower or by the Borrower and the Borrower's associates (within the meaning of the word "associate" as defined in the *Canada Business Corporations Act*, R.S.C. 1995, c. C-44),

in any calendar year in aggregate in excess of the amount prescribed by the Credit Union from time to time in writing (and if no amount is prescribed the amount will be the amount paid in the calendar year prior to the calendar year in which this Mortgage is executed);
- (f) **Pay Shareholders' Loans** - if it is a corporation, make any payment (whether for principal, interest or otherwise) on account of indebtedness owing to, or when initially incurred was owing to, shareholders or directors of the Borrower or related companies and individuals;
- (g) **Make Loans** - make loans or extend credit to any person (including specifically if it is a corporation, any directors, officers or shareholders of the Borrower and any person related by blood or marriage to such persons or any corporation controlled by such person or relative or by the Borrower) except customers of the Borrower in the ordinary course of business;
- (h) **Reduce Capital** - if it is a corporation, purchase or redeem any of its shares or otherwise reduce its share capital;
- (i) **Alter Share Structure** - if it is a corporation, in any way vary or alter its share structure;
- (j) **Declare Dividends** - if it is a corporation, declare or provide for any dividends or other payments based upon share capital;
- (k) **Borrow Elsewhere** - raise or borrow any money from any person other than the Credit Union, members of the Borrower and trade creditors in the ordinary course of business;
- (l) **Guarantee** - guarantee, indemnify any person for, or endorse for accommodation, the obligations of any other person, directly or indirectly;
- (m) **Sell Property** - sell, agree to sell or otherwise dispose of any of the Property subject to a specific mortgage or charge under the Securities.

PART 8 - EVENTS OF DEFAULT

- 8.1 **Events of Default** - The whole of the outstanding balance of the Construction Loan (including principal, interest and all Other Amounts) will immediately become due and payable and the Securities will become enforceable in each and every of the following events:
- (a) **Default** - if the Borrower fails to observe or perform something hereby required to be done or some covenant or condition hereby required to be observed or performed;
 - (b) **Permits To Be Done** - if the Borrower does, or permits to be done, anything which the Borrower has herein agreed not to do or permit to be done;
 - (c) **Misrepresentation** - if any representation or warranty given by the Borrower (or any director or officer thereof if the Borrower is a corporation) is untrue in any material respect;

- (d) **Winding Up** - if the Borrower is a corporation and if an order is made or a resolution passed for the winding-up of the Borrower, or if a petition is filed for the winding-up of the Borrower;
 - (e) **Bankruptcy** - if the Borrower commits or threatens to commit any act of bankruptcy or becomes insolvent or makes an assignment or proposal under the *Bankruptcy and Insolvency Act* or a general assignment in favour of its creditors or a bulk sale of its assets, or if a bankruptcy petition is filed or presented against the Borrower;
 - (f) **Arrangement** - if the Borrower is a corporation and if any proceedings with respect to the Borrower are commenced under the *Companies Creditors Arrangement Act*;
 - (g) **Execution Etc.** - if any execution, sequestration, extent or any other process of any Court become enforceable against the Borrower or if a distress or analogous process is levied against the property of the Borrower or any part thereof;
 - (h) **Other Indebtedness** - if the Borrower permits any sum which has been admitted as due by the Borrower or is not disputed to be due by the Borrower and which forms or is capable of being made a charge upon any of the Property in priority to the Securities to remain unpaid after proceedings have been taken to enforce the same as a prior charge;
 - (i) **Default in Other Payment** - if the Borrower defaults in payment of any indebtedness or liability to the Credit Union (whether secured hereby or not) or to any other lender;
 - (j) **Sale or Lease** - if, without the prior written consent of the Credit Union, the Borrower sells, agrees to sell, leases, agrees to lease or otherwise disposes or agrees to dispose of the Lands or any part or parts thereof or any interest therein;
 - (k) **Mortgage or Encumbrance** - if, without the prior written consent of the Credit Union, the Borrower grants or agrees to grant any further mortgage of the Lands or any part or parts thereof or any interest therein or otherwise permits the Lands to be encumbered in any manner other than by encumbrances specifically permitted hereunder;
 - (l) **Construction Contract Default** - if the Borrower defaults under any construction contract entered into by the Borrower with respect to the Project; and
 - (m) **Change of Control** - if the Borrower is a corporation and if, without the prior written consent of the Credit Union, there is in the opinion of the Credit Union a change of effective control of the Borrower;
 - (n) **Change in Risk** - if, in the sole opinion of the Credit Union, a material adverse change in risk occurs; or
 - (o) **Default Under Securities** - if an event of default occurs under any of the Securities.
- 8.2 **Waiver** - The Credit Union may waive any Event of Default, provided always that no waiver by the Credit Union or any failure to take any action to enforce its rights or to enforce any security will extend to or be taken in any manner whatsoever to affect any subsequent Event of Default or the rights resulting therefrom.
- 8.3 **Completion of Project** - If an Event of Default occurs and is continuing the Credit Union may, in addition to any other remedies which it has under the Securities
- (a) enter upon the Lands and complete the Project in accordance with the Plans and Specifications with such changes therein as the Credit Union may in its absolute discretion deem appropriate;
 - (b) discontinue at any time any work commenced on the Project or change any course of action undertaken by the Borrower;
 - (c) assume any Construction Contract and take over and use all or any part of the labour, materials, supplies and equipment contracted for by the Borrower;
 - (d) engage builders, contractors, architects, engineers and other persons and trades as may be necessary for the purpose of completing the construction of the Project;

- (e) pay, settle or compromise all bills or claims which may become liens against the Lands; and
- (f) generally to take or refrain from taking such action hereunder as the Credit Union may from time to time determine.

The Borrower hereby irrevocably constitutes and appoints the Credit Union as its true and lawful attorney in order to complete the foregoing.

- 8.4 **Reimbursement** - The Borrower will immediately reimburse the Credit Union on demand for any amount paid under section 8.3 and until reimbursement the amount paid will:
 - (a) bear interest from the date incurred by the Credit Union at the Interest Rate; and
 - (b) be secured by the Securities.
- 8.5 **Remedies Not Restrictive** - All remedies stipulated for by the Credit Union hereunder or in any of the Securities will be deemed to be in addition to and not restrictive of the remedies which the Credit Union might be entitled to at law or in equity and the Credit Union may realize any of the Securities or any part thereof in such order as it may be advised and any such realization by any means will not bar realization of any other security or any part or parts thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof nor will the failure on the part of the Credit Union or any delay in exercising any rights under this Agreement or any of the Securities operate as a waiver.
- 8.6 **Set Off** - If an Event of Default has occurred and is continuing, in addition to and not in limitation of any rights now or hereafter granted under applicable law or the Securities, the Credit Union may without notice to the Borrower and at any time and from time to time set-off, apply or transfer any or all sums owing from time to time by the Lender to the Borrower towards the satisfaction of the outstanding balance of the Construction Loan (including principal, interest and Other Amounts).
- 8.7 **Indemnity** - Notwithstanding any other provision of this Agreement, the Borrower will fully indemnify and hold the Credit Union harmless from and against any loss, expense, damage or liability incurred by it which the Credit Union may sustain or incur as a result of any Event of Default.

PART 9 - NOTICES

- 9.1 **Notices** - All notices which may or are required to be given herein or pursuant to this Agreement or relating to the Securities shall be in writing and may be given
 - (a) personally by serving the same upon the party (or any officer of the party if it is a corporation) to be served, or
 - (b) by mail by posting the same by prepaid registered mail addressed:
 - (i) to the Borrower at the address of the Borrower set forth on page 1 of the letter part of this Agreement;
 - (ii) to the Credit Union at the address of the Credit Union set forth on page 1 of the letter part of this Agreement;
 - (iii) to the Covenantor, if any, at the address of the Covenantor shown in the Covenantor Provision, if any, of this Agreement;

or such other addresses as the parties may advise by notice in writing, or
 - (c) by facsimile transmission to the following telephone numbers but addressed in the manner set out in (b):
 - (i) to the Borrower at such fax number, if any, as the Borrower may provide to the Credit Union;

(ii) to the Credit Union at the fax number of the Credit Union shown on page 1 of the letter part of this Agreement;

(iii) to the Covenantor, if any, at such fax number, if any, shown in the Covenantor Provision, if any, of this Agreement;

or such other facsimile telephone numbers as the parties may advise by notice in writing.

9.2 **Receipt of Notice** - Subject to sections 9.3 and 9.4, any notice shall be deemed to have been received and effectively served

(a) if served personally, at the time of delivery,

(b) if mailed, on the third Business Day following posting, and

(c) if sent by facsimile transmission, at the time of transmission.

9.3 **Deemed Receipt Next Business Day** - Notwithstanding any other provisions of this Agreement any notice received or otherwise deemed received after 4:30 p.m. (Pacific time) on a Business Day or on a day which is not a Business Day will be deemed to have only been received on the next Business Day.

9.4 **Delays** - In the event that, at the time a notice is mailed or at any time during the period of three Business Days following such mailing, postal or airline or airport employees are engaged in a strike, work slowdown or other work stoppage at the place at which the notice is mailed or at the place to which the notice is mailed or at any point through which such notice must pass, such notice will be deemed to have been given and received at the time when such notice would be received in the ordinary course of the mails, allowing for such strike, work slowdown or other work stoppage.

PART 10 - TERMINATION

10.1 **Termination of Agreement** - This Agreement will continue in full force and effect until the outstanding balance of the Construction Loan (including principal, interest and all Other Amounts) has been paid in full.

PART 11 - GENERAL

11.1 **No Obligation to Advance Construction Loan** - Notwithstanding any other provisions hereof neither the execution of this Agreement nor the execution and delivery of the Securities or any other security required and from time to time given by the Borrower to the Credit Union will bind the Credit Union to advance the Construction Loan nor will the advance of any part thereof bind the Credit Union to advance any unadvanced portion thereof.

11.2 **Records** - The information in the records of the Credit Union as to the Account and as to the Borrower being in default of this Agreement or the Securities or any of them and the amount outstanding hereunder and thereunder will be *prima facie* evidence of the obligations of the Borrower hereunder and under the Securities. The Borrower will, on reasonable notice to the Credit Union, be entitled to obtain extracts of all entries made in such records.

11.3 **Costs** - The Borrower will pay the costs of and incidental to the drawing, execution and delivery of this Agreement and of the drawing, execution, delivery and registration of the Securities or any other securities required to or from time to time given by the Borrower to the Credit Union and at its option the Credit Union may pay the said costs for the account of the Borrower out of the monies to be advanced on account of the Construction Loan or may debit the Account for the said costs.

11.4 **Service Charges** - The Borrower will pay to the Credit Union the Credit Union's applicable handling and service charges in connection with the Account and the handling and processing of cheques drawn thereon.

- 11.5 **Assignment by Borrower** - The Borrower will not be entitled to assign any of its rights hereunder except with the prior written consent of the Credit Union.
- 11.6 **Assignment by Credit Union** - The Credit Union may assign its rights hereunder, in whole or in part, but will not assign its rights or any interest under any of the Securities without also assigning the same proportionate rights or interest in this Agreement to the assignee of the Securities.
- 11.7 **Solicitor's Opinion** - The whole of the arrangements described in this Agreement are subject to the solicitors for the Credit Union being satisfied as to the title of the Property, the form and content of the Securities, the corporate status of the Borrower and any corporate covenantor and as to all legal matters pertaining to the Construction Loan and compliance with the conditions herein, subject always to the right of the solicitors for the Credit Union to require an opinion from the solicitors for the Borrower pertaining to any of the aforesaid.
- 11.8 **Further Assurances** - The Borrower will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including certificates, declarations, affidavits, reports and opinions) and things as the Credit Union may reasonably request for the purpose of giving effect to this Agreement or for the purpose of establishing compliance with the representations, warranties and conditions of this Agreement or any of the Securities.
- 11.9 **Non-Merger** - The taking of a judgment or judgments or any other action or dealing whatsoever by the Credit Union in respect of any security given by the Borrower to the Credit Union will not operate as a merger of any indebtedness of the Borrower to the Credit Union or in any way suspend payment or affect or prejudice the rights, remedies and powers, legal or equitable, which the Credit Union may have in connection with such indebtedness and the foreclosure, surrender, cancellation or any other dealing with any such security will not release or affect the liability of the Borrower, or release or affect any of the Securities or any other security held by the Credit Union.
- 11.10 **Examinations of Books Etc.** - The Credit Union will have the right whenever it deems reasonably necessary either by its officers or authorized agents to enter upon the Borrower's premises and to inspect the undertaking, property and assets of the Borrower, all books of account and records of the Borrower and copies of all returns made from time to time by the Borrower to boards, agencies or governmental departments (including the Department of National Revenue) and to make extracts therefrom and generally to conduct such examinations as it may see fit and without limiting the generality of the foregoing, the Credit Union may request information from the solicitor, auditor and other advisors and agents of the Borrower for the time being concerning the affairs and the conduct of business of the Borrower and the Borrower hereby irrevocably authorizes and directs and this will constitute the sufficient authority and direction to any such solicitor, auditor or other person to disclose to the Credit Union such information as to any and all matters touching upon the affairs and conduct of the business of the Borrower whether of confidential nature or otherwise and any costs, expenses and outlays which the Credit Union may incur pursuant hereto may be charged to the Account.
- 11.11 **Extension of Dates** - The Credit Union may extend all relevant dates, including those contained in this Agreement in the event of fires, strikes, and Acts of God and other events beyond the Borrower's reasonable control and the Borrower will pay all resulting costs to the Credit Union of extending the date or dates.
- 11.12 **Enurement** - This Agreement and all its provisions will enure to the benefit of and be binding upon the parties hereto, their successors and assigns.
- 11.13 **Statute References** - A reference in this document to a particular statute means the statute as amended from time to time and any statute substituted therefore.

SCHEDULE "A"

INSURANCE REQUIREMENTS

I. During Construction

The Lands must be insured for 100% of replacement cost under a form providing coverage at least equivalent to IAO Form 507 - Builders Risk - All Risk.

The Builders Risk - All Risk cover must grant permission for partial or full occupancy.

The insurance policy should include the insurance of the foundation and all parts below ground level.

The Insurer may reserve the right to cancel the policy as provided by statutory provisions but must agree that it will neither terminate nor alter the policy to our prejudice except by registered letter giving a notification of thirty (30) days to the Credit Union.

Loss must be made payable firstly to the Credit Union, as its interest may appear and a standard IAO mortgage clause must be attached.

Comprehensive General Liability Insurance for bodily injury and/or death and damage to property of others in an amount not less than \$2,000,000.

2. Upon Completion of Construction

The Borrower shall keep in force the following insurance in respect of the Lands:

- (a) "All Risks" coverage equivalent to the IAO Commercial Building Form (CBF) for 100% of replacement cost on a stated amount basis, with loss must be made payable firstly to the Credit Union, as its interests may appear. The policy must contain:
 - (i) A stated amount co-insurance clause,
 - (ii) A standard IAO mortgage clause,
 - (iii) A replacement cost endorsement.
- (b) Broad form boiler insurance including pressure vessels insurance and air-conditioning equipment, if any, and repair and replacement and use and occupancy coverage, with loss must be made payable firstly to the Credit Union, as its interest may appear and a standard IAO mortgage clause must be attached.
- (c) Comprehensive General Liability Insurance for bodily injury and/or death and damage to property of others, in amount not less than \$2,000,000.
- (d) Rental insurance coverage sufficient to cover 100% of the gross annual rents and if on a net basis, the equivalent gross rentals, for a period of one year.

All of the above policies must be with insurers and on terms and conditions satisfactory to the Credit Union, including the provisions of thirty (30) days written notice to the Credit Union of cancellation or of any alteration to the policy to the prejudice of the Credit Union, must be signed by the insurers and the originals of the policies signed by the insurers must be deposited with the Credit Union prior to any advances under the loan.

All fire insurance policies must include the insurance of the foundation and all parts below level and in case of destruction of the reconstruction should not be limited to the same site.

3. **Other Requirements**

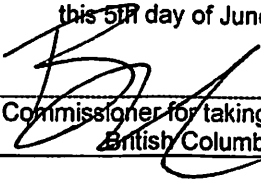
All insurance policies will be issued by a company or companies acceptable to the Credit Union.

Any deductible amounts under such policies must be approved by the Credit Union.

The terms and conditions of all insurance policies must be approved by the Credit Union.

The policy or policies will contain a standard mortgage clause approved by the Insurance Bureau of Canada and will name the Credit Union as first loss payee.

This is Exhibit "M" referred to
in the Affidavit of
Jun Bi
affirmed before me at Vancouver, BC
this 5~~th~~ day of June 2026



A Commissioner for taking Affidavits for
British Columbia

**Indemnity Agreement
All Liabilities**



GENERAL INFORMATION

Credit Union Name (the "Credit Union") and Address		AGREEMENT DATE
FIRST WEST CREDIT UNION 32711 SOUTH FRASER WAY ABBOTSFORD, BC V2T 3S3		FAX NO. EMAIL
Borrower Name(s) (the "Borrower") and Address(es)		MEMBERSHIP/ACCOUNT NO.
464 EAGLECREST DRIVE LIMITED PARTNERSHIP 428-755 BURRARD STREET VANCOUVER, BC V6Z 1X6		FAX NO. EMAIL
Indemnitor Name(s) (the "Indemnitor") and Address(es)		
464 EAGLECREST DRIVE PROPERTIES LTD. 428-755 BURRARD STREET VANCOUVER, BC V6Z 1X6		FAX NO. EMAIL

INDEMNITY AGREEMENT

In return for the Credit Union agreeing, at the Indemnitor's request, to lend money to, or otherwise incur liabilities on behalf of the Borrower, the Indemnitor agrees that:

- 1. Indemnity** - The Indemnitor will indemnify the Credit Union and hold the Credit Union harmless against all losses, costs, expenses, and damages relating to or arising out of, the Credit Union's past, present, and future dealings (the "Dealings") with the Borrower, including making loans (the "Loans") to the Borrower or otherwise incurring liabilities at

the request of the Borrower, and will reimburse the Credit Union for all such losses, costs, expenses, and damages and for all principal monies advanced and readvanced, interest, costs, charges, and expenses due to the Credit Union in connection with the Dealings (and whether or not recoverable by the Credit Union from the Borrower).

- 2. Terms and Conditions** - The Indemnitor agrees to be bound by the Terms and Conditions on pages 2 and 3, which form a part of this Indemnity Agreement.

SIGNATURES

(If the Indemnitor is an Individual, Sole Owner, or Partnership and all partners are signers)

(If the Indemnitor is a Corporation or Partnership and only some partners are signers)

X	X	_____
Witness	Signature	Date
X	X	_____
Witness	Signature	Date
X	X	_____
Witness	Signature	Date
X	X	_____
Witness	Signature	Date

INDEMNITOR NAME 464 EAGLECREST DRIVE PROPERTIES LTD., BY ITS AUTHORIZED SIGNATORY(IES):
--

x <i>Jun Bi</i>	_____
Authorized Signatory	Date
x <i>KS Chetner</i>	_____
Authorized Signatory	Date

TERMS AND CONDITIONS

PART 1 - DEMAND AND PAYMENT

- 1.1 **Demand** - The Indemnitor shall, forthwith upon demand by the Credit Union:
- a) purchase any Loans from the Credit Union for a purchase price equal to the balance of the Loans including the outstanding principal balance, interest accrued and all other related costs, charges and expenses, and
 - b) pay to the Credit Union any other losses, costs, expenses and damages incurred by the Credit Union relating to or arising out of the Credit Union making the Loans or from any other Dealings with the Borrower.
- 1.2 **Entitled to Demand** - The Credit Union shall be entitled to make demand hereunder at any time (and from time to time) whether or not the Borrower is then in default in respect of any Dealings.
- 1.3 **No Notice of Default** - The Indemnitor waives notice of default by the Borrower and acknowledges that the Credit Union shall not be obliged to give any such notice or notices.
- 1.4 **No Set-off** - The Indemnitor shall not, as a defence to payment to the Credit Union hereunder, claim any set-off or counterclaim in respect of any liability of the Borrower to the Indemnitor.
- 1.5 **Not Bound to Exhaust Recourses** - The Credit Union shall not be bound to exhaust its recourses against the Borrower or any other party, or any security or securities or evidence of indebtedness which the Credit Union may hold before requiring payment by the Indemnitor.
- 1.6 **Determining Liability** - The Indemnitor may determine the Indemnitor's further liability under this Indemnity Agreement by written notice to the Credit Union and this Indemnity Agreement will not apply to any Dealings occurring after the expiration of 30 days from the date of the Credit Union's receipt of the notice.

PART 2 - UNCONDITIONAL INDEMNITY

- 2.1 **Indemnity Not Affected** - The Indemnitor's indemnity in this Indemnity Agreement is absolute and unconditional and the Indemnitor's liability hereunder shall not be released, lessened, or adversely affected by anything whatsoever, including any of the following:
- a) if the Borrower is a corporation
 - i) any change in the directors, shareholders, name, objects, share capital, memorandum, articles or other organizational documents of the Borrower, or
 - ii) the amalgamation of the Borrower with any other corporation, or
 - iii) the continuance of the Borrower, or
 - iv) the winding-up, liquidation or dissolution of the Borrower, or
 - v) that the liabilities incurred by the Borrower in connection with the Dealings were incurred irregularly, defectively or informally or in excess of the powers of the Borrower or of its directors or other agents notwithstanding that the Credit Union may have had specific notice of the extent of the relevant powers of the Borrower or of its directors or agents;
 - b) the bankruptcy or insolvency of the Borrower or of the Indemnitor;
 - c) the inability of the Credit Union by reason of law or otherwise to enforce any security instrument, or any of the terms, conditions or other provisions contained in any security

- instrument, for the Dealings against the security which is subject to such security instrument or against the Borrower or any other person;
- d) the novation of any agreement or security instrument in respect of any Dealings;
 - e) that the obligations of the Borrower to the Credit Union in respect of any Dealings or any security in respect thereof may be invalid, void, voidable or unenforceable;
 - f) the release in whole or in part of any security given by the Borrower or any other person to the Credit Union;
 - g) the sale by the Borrower of any of the Borrower's assets, including any assets in which the Credit Union has taken a security interest as security for any Dealings;
 - h) the failure of the Credit Union to fully advance any of the Loans;
 - i) the failure of any proposed signatory or signatories to execute this Indemnity Agreement;
 - j) if more than one person constitutes the Indemnitor, the release by the Credit Union of any of those persons from their obligations hereunder and this Indemnity Agreement shall remain a valid and enforceable obligation of the persons not released by the Credit Union; or
 - k) that the Credit Union may have:
 - i) granted time or other indulgences to the Borrower or any other person liable to the Credit Union in respect of any Dealings, or
 - ii) given up, modified, exchanged, renewed or abstained from perfecting or taking advantage of any security or securities in whole or in part now or hereafter held by the Credit Union in respect of any Dealings, or
 - iii) accepted any compromise, composition, proposal or arrangement offered by the Borrower, or
 - iv) agreed with the Borrower to amend and vary the interest rate and terms of repayment of any of the Loans.

- 2.2 **Independent Contract** - The Indemnitor acknowledges and agrees that this Indemnity Agreement is an independent contract and is not dependent upon:
- a) any agreement or covenant of the Borrower, or
 - b) default, non-payment, or non-performance by the Borrower and that the Indemnitor is primarily liable and not liable as surety.

PART 3 - INDEMNITOR'S ACKNOWLEDGEMENTS

- 3.1 **No Representations, Etc.** - The Indemnitor acknowledges:
- a) that this Indemnity Agreement constitutes the entire agreement between the Indemnitor and the Credit Union with respect to the Dealings,
 - b) that the Credit Union has made no representations or warranties of any kind to the Indemnitor,
 - c) that there are no collateral agreements of any kind between the Indemnitor and the Credit Union with respect to this Indemnity Agreement, and
 - d) that all covenants and agreements of the Borrower and all conditions with respect to the Dealings contained in any agreement between the Borrower and the Credit Union (and regardless of whether the Indemnitor is a party thereto) are for the sole benefit of the Credit Union and compliance therewith may be waived in whole or in part by the Credit Union without affecting the Indemnitor's liability hereunder.

TERMS AND CONDITIONS (CONTINUED)

PART 4 - GENERAL

- 4.1 **Assignment** - The Credit Union may assign this Indemnity Agreement in whole or in part, absolutely or by way of security without the Indemnitor's consent or notice to the Indemnitor.
- 4.2 **Remedies** - In enforcing this Indemnity Agreement the Credit Union can use any and all remedies available at law or in equity and no single or partial exercise of any right or remedy shall preclude any other or further exercise thereof nor shall the failure of the Credit Union or any delay in exercising the Credit Union's rights under this Indemnity Agreement operate as a waiver.
- 4.3 **Indemnity in Addition** - This Indemnity Agreement is in addition to, and not in substitution for, any securities, guarantees, or other indemnities which the Credit Union may at any time possess and the Credit Union shall not be required to marshal for the Indemnitor's benefit any securities or assets which the Credit Union has or has a claim upon.
- 4.4 **No Subrogation** - The Indemnitor will not claim to be subrogated in any manner to the Credit Union's position and will not claim the benefit of any security at any time held by the Credit Union until the Indemnitor has purchased all the Loans from the Credit Union and paid all other moneys in accordance with Section 1.1 and upon payment to the Credit Union of the full purchase price of the Loans and all other moneys payable under Section 1.1, then the Indemnitor shall on demand in writing to the Credit Union be entitled to the assignment of any securities then held by the Credit Union as security for the Loans and other Dealings but nothing in this Indemnity Agreement shall be taken or construed as a representation or warranty by the Credit Union as to the enforceability of any such securities.
- 4.5 **Corporate Indemnitor** - If the Indemnitor is a corporation, the Indemnitor represents and warrants to the Credit Union that all action required to authorize this Indemnity Agreement has been taken by the Indemnitor or its directors or shareholders and all required disclosure with respect to this Indemnity Agreement has been made.
- 4.6 **Records** - The Credit Union's records shall be prima facie evidence as to the amount outstanding on account of the Dealings, as to the amount of the Credit Union's losses, costs, expenses, and damages and as to the Borrower being in default in respect of the Dealings.

PART 5 - NOTICES

- 5.1 **Notice and Demands** - Any notice or demand to be given under this Indemnity Agreement must be in writing and must be (a) delivered, (b) sent by mail, (c) transmitted by facsimile, or (d) sent by email, to the respective party to be served at their respective address, fax number, or email address set out on page 1 of this Indemnity Agreement or otherwise provided to the other parties in writing. Any party may change its address, fax number, or email address for purposes of this Agreement by notice as provided in this Section. Except as provided in the next paragraph and in Section 5.2, each notice and demand will be deemed to have been received by the person to whom it was addressed (a) on the date of receipt if delivered; (b) five days from the date of mailing if sent by mail; or (c) the date of transmission if transmitted by facsimile or email.

Regardless of any other provisions of this Indemnity Agreement, any notice or demand received or otherwise deemed received (a) after 5:00 p.m. (Pacific time), or (b) on a day that is not a Business Day, will be deemed to have been received on the next Business Day. In this Part 5, "Business Day" means a day on which the office of the Credit Union located at the address on page 1 is open for business.

- 5.2 **Delays** - In the event that, at the time a notice or demand is mailed as provided in Section 5.1 or at any time during the period of two Business Days following such mailing, postal or airline or airport employees are engaged in a strike, work slowdown, or other work stoppage at the place at which the notice or demand is mailed or at the place to which the notice or demand is mailed or at any point through which such notice or demand must pass, such notice or demand shall be deemed to have been given and received at the time when such notice or demand would be received in the ordinary course of the mails, allowing for such strike, work slowdown, or other work stoppage.

PART 6 - CONSTRUCTION AND INTERPRETATION

- 6.1 **Headings** - The headings herein are inserted for convenience of reference only and shall not affect the construction or interpretation of this Indemnity Agreement.
- 6.2 **Governing Law** - This Indemnity Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia.
- 6.3 **Submission to Jurisdiction** - The Indemnitor submits to the jurisdiction of the Courts of the Province of British Columbia and agrees to be bound by any suit, action, or proceeding commenced in such Courts and by any order or judgment resulting from such suit, action or proceeding, provided that the foregoing shall in no way limit the Credit Union's right to commence suits, actions, or proceedings based on this Indemnity Agreement in any jurisdiction.
- 6.4 **Invalidity of Any Provision** - If any provision in this Indemnity Agreement shall be invalid or unenforceable, the remainder of this Indemnity Agreement shall not be affected thereby and each covenant, obligation, or provision of this Indemnity Agreement shall separately be valid and enforceable to the fullest extent permitted by law.
- 6.5 **Joint Obligations** - If the Indemnitor is more than one person the obligations and agreements of each person comprising the Indemnitor shall be joint and several and this Indemnity Agreement shall be read and construed accordingly with all necessary grammatical changes.
- 6.6 **Entire Agreement** - This Indemnity Agreement constitutes the entire agreement between the Indemnitor and the Credit Union with respect to the Dealings, and there are no representations, warranties, or collateral agreements, expressed or implied between the Indemnitor and the Credit Union save as herein contained.
- 6.7 **Amendments** - No provisions of this Indemnity Agreement may be amended, modified, or waived except in writing signed by the Credit Union.
- 6.8 **Enurement** - This Indemnity Agreement shall extend to, and enure to the benefit of the Credit Union, the Credit Union's successors and assigns and shall be binding upon the Indemnitor and the Indemnitor's heirs, executors, administrators, successors, and assigns and each of them.



**Indemnity Agreement
All Liabilities**

GENERAL INFORMATION

Credit Union Name (the "Credit Union") and Address		AGREEMENT DATE
FIRST WEST CREDIT UNION 32711 SOUTH FRASER WAY ABBOTSFORD, BC V2T 3S3		
FAX NO.	EMAIL	
Borrower Name(s) (the "Borrower") and Address(es)		MEMBERSHIP/ACCOUNT NO.
464 EAGLECREST DRIVE LIMITED PARTNERSHIP 428-755 BURRARD STREET VANCOUVER, BC V6Z 1X6		
FAX NO.	EMAIL	
Indemnitor Name(s) (the "Indemnitor") and Address(es)		
JUN BI 1312 WEST 57TH AVENUE VANCOUVER, BC V6P 1S8		
FAX NO.	EMAIL	

INDEMNITY AGREEMENT

In return for the Credit Union agreeing, at the Indemnitor's request, to lend money to, or otherwise incur liabilities on behalf of the Borrower, the Indemnitor agrees that:

- 1. Indemnity** - The Indemnitor will indemnify the Credit Union and hold the Credit Union harmless against all losses, costs, expenses, and damages relating to or arising out of, the Credit Union's past, present, and future dealings (the "Dealings") with the Borrower, including making loans (the "Loans") to the Borrower or otherwise incurring liabilities at

the request of the Borrower, and will reimburse the Credit Union for all such losses, costs, expenses, and damages and for all principal monies advanced and readvanced, interest, costs, charges, and expenses due to the Credit Union in connection with the Dealings (and whether or not recoverable by the Credit Union from the Borrower).

- 2. Terms and Conditions** - The Indemnitor agrees to be bound by the Terms and Conditions on pages 2 and 3, which form a part of this Indemnity Agreement.

SIGNATURES

(If the Indemnitor is an Individual, Sole Owner, or Partnership and all partners are signers)

(If the Indemnitor is a Corporation or Partnership and only some partners are signers)

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Witness	Signature	Date
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Witness	Signature	Date
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Witness	Signature	Date
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Witness	Signature	Date

Jun Bi

INDEMNITOR NAME	
JUN BI	

<input checked="" type="checkbox"/>	
Authorized Signatory	Date
<input checked="" type="checkbox"/>	
Authorized Signatory	Date

TERMS AND CONDITIONS

PART 1 - DEMAND AND PAYMENT

- 1.1 **Demand** - The Indemnitor shall, forthwith upon demand by the Credit Union:
- a) purchase any Loans from the Credit Union for a purchase price equal to the balance of the Loans including the outstanding principal balance, interest accrued and all other related costs, charges and expenses, and
 - b) pay to the Credit Union any other losses, costs, expenses and damages incurred by the Credit Union relating to or arising out of the Credit Union making the Loans or from any other Dealings with the Borrower.
- 1.2 **Entitled to Demand** - The Credit Union shall be entitled to make demand hereunder at any time (and from time to time) whether or not the Borrower is then in default in respect of any Dealings.
- 1.3 **No Notice of Default** - The Indemnitor waives notice of default by the Borrower and acknowledges that the Credit Union shall not be obliged to give any such notice or notices.
- 1.4 **No Set-off** - The Indemnitor shall not, as a defence to payment to the Credit Union hereunder, claim any set-off or counterclaim in respect of any liability of the Borrower to the Indemnitor.
- 1.5 **Not Bound to Exhaust Recourses** - The Credit Union shall not be bound to exhaust its recourses against the Borrower or any other party, or any security or securities or evidence of indebtedness which the Credit Union may hold before requiring payment by the Indemnitor.
- 1.6 **Determining Liability** - The Indemnitor may determine the Indemnitor's further liability under this Indemnity Agreement by written notice to the Credit Union and this Indemnity Agreement will not apply to any Dealings occurring after the expiration of 30 days from the date of the Credit Union's receipt of the notice.

PART 2 - UNCONDITIONAL INDEMNITY

- 2.1 **Indemnity Not Affected** - The Indemnitor's indemnity in this Indemnity Agreement is absolute and unconditional and the Indemnitor's liability hereunder shall not be released, lessened, or adversely affected by anything whatsoever, including any of the following:
- a) if the Borrower is a corporation
 - i) any change in the directors, shareholders, name, objects, share capital, memorandum, articles or other organizational documents of the Borrower, or
 - ii) the amalgamation of the Borrower with any other corporation, or
 - iii) the continuance of the Borrower, or
 - iv) the winding-up, liquidation or dissolution of the Borrower, or
 - v) that the liabilities incurred by the Borrower in connection with the Dealings were incurred irregularly, defectively or informally or in excess of the powers of the Borrower or of its directors or other agents notwithstanding that the Credit Union may have had specific notice of the extent of the relevant powers of the Borrower or of its directors or agents;
 - b) the bankruptcy or insolvency of the Borrower or of the Indemnitor;
 - c) the inability of the Credit Union by reason of law or otherwise to enforce any security instrument, or any of the terms, conditions or other provisions contained in any security

- instrument, for the Dealings against the security which is subject to such security instrument or against the Borrower or any other person;
- d) the novation of any agreement or security instrument in respect of any Dealings;
 - e) that the obligations of the Borrower to the Credit Union in respect of any Dealings or any security in respect thereof may be invalid, void, voidable or unenforceable;
 - f) the release in whole or in part of any security given by the Borrower or any other person to the Credit Union;
 - g) the sale by the Borrower of any of the Borrower's assets, including any assets in which the Credit Union has taken a security interest as security for any Dealings;
 - h) the failure of the Credit Union to fully advance any of the Loans;
 - i) the failure of any proposed signatory or signatories to execute this Indemnity Agreement;
 - j) if more than one person constitutes the Indemnitor, the release by the Credit Union of any of those persons from their obligations hereunder and this Indemnity Agreement shall remain a valid and enforceable obligation of the persons not released by the Credit Union; or
 - k) that the Credit Union may have:
 - i) granted time or other indulgences to the Borrower or any other person liable to the Credit Union in respect of any Dealings, or
 - ii) given up, modified, exchanged, renewed or abstained from perfecting or taking advantage of any security or securities in whole or in part now or hereafter held by the Credit Union in respect of any Dealings, or
 - iii) accepted any compromise, composition, proposal or arrangement offered by the Borrower, or
 - iv) agreed with the Borrower to amend and vary the interest rate and terms of repayment of any of the Loans.

- 2.2 **Independent Contract** - The Indemnitor acknowledges and agrees that this Indemnity Agreement is an independent contract and is not dependent upon:
- a) any agreement or covenant of the Borrower, or
 - b) default, non-payment, or non-performance by the Borrower and that the Indemnitor is primarily liable and not liable as surety.

PART 3 - INDEMNITOR'S ACKNOWLEDGEMENTS

- 3.1 **No Representations, Etc.** - The Indemnitor acknowledges:
- a) that this Indemnity Agreement constitutes the entire agreement between the Indemnitor and the Credit Union with respect to the Dealings,
 - b) that the Credit Union has made no representations or warranties of any kind to the Indemnitor,
 - c) that there are no collateral agreements of any kind between the Indemnitor and the Credit Union with respect to this Indemnity Agreement, and
 - d) that all covenants and agreements of the Borrower and all conditions with respect to the Dealings contained in any agreement between the Borrower and the Credit Union (and regardless of whether the Indemnitor is a party thereto) are for the sole benefit of the Credit Union and compliance therewith may be waived in whole or in part by the Credit Union without affecting the Indemnitor's liability hereunder.

TERMS AND CONDITIONS (CONTINUED)

PART 4 - GENERAL

- 4.1 **Assignment** - The Credit Union may assign this Indemnity Agreement in whole or in part, absolutely or by way of security without the Indemnitor's consent or notice to the Indemnitor.
- 4.2 **Remedies** - In enforcing this Indemnity Agreement the Credit Union can use any and all remedies available at law or in equity and no single or partial exercise of any right or remedy shall preclude any other or further exercise thereof nor shall the failure of the Credit Union or any delay in exercising the Credit Union's rights under this Indemnity Agreement operate as a waiver.
- 4.3 **Indemnity in Addition** - This Indemnity Agreement is in addition to, and not in substitution for, any securities, guarantees, or other indemnities which the Credit Union may at any time possess and the Credit Union shall not be required to marshal for the Indemnitor's benefit any securities or assets which the Credit Union has or has a claim upon.
- 4.4 **No Subrogation** - The Indemnitor will not claim to be subrogated in any manner to the Credit Union's position and will not claim the benefit of any security at any time held by the Credit Union until the Indemnitor has purchased all the Loans from the Credit Union and paid all other moneys in accordance with Section 1.1 and upon payment to the Credit Union of the full purchase price of the Loans and all other moneys payable under Section 1.1, then the Indemnitor shall on demand in writing to the Credit Union be entitled to the assignment of any securities then held by the Credit Union as security for the Loans and other Dealings but nothing in this Indemnity Agreement shall be taken or construed as a representation or warranty by the Credit Union as to the enforceability of any such securities.
- 4.5 **Corporate Indemnitor** - If the Indemnitor is a corporation, the Indemnitor represents and warrants to the Credit Union that all action required to authorize this Indemnity Agreement has been taken by the Indemnitor or its directors or shareholders and all required disclosure with respect to this Indemnity Agreement has been made.
- 4.6 **Records** - The Credit Union's records shall be prima facie evidence as to the amount outstanding on account of the Dealings, as to the amount of the Credit Union's losses, costs, expenses, and damages and as to the Borrower being in default in respect of the Dealings.

PART 5 - NOTICES

- 5.1 **Notice and Demands** - Any notice or demand to be given under this Indemnity Agreement must be in writing and must be (a) delivered, (b) sent by mail, (c) transmitted by facsimile, or (d) sent by email, to the respective party to be served at their respective address, fax number, or email address set out on page 1 of this Indemnity Agreement or otherwise provided to the other parties in writing. Any party may change its address, fax number, or email address for purposes of this Agreement by notice as provided in this Section. Except as provided in the next paragraph and in Section 5.2, each notice and demand will be deemed to have been received by the person to whom it was addressed (a) on the date of receipt if delivered; (b) five days from the date of mailing if sent by mail; or (c) the date of transmission if transmitted by facsimile or email.

Regardless of any other provisions of this Indemnity Agreement, any notice or demand received or otherwise deemed received (a) after 5:00 p.m. (Pacific time), or (b) on a day that is not a Business Day, will be deemed to have been received on the next Business Day. In this Part 5, "Business Day" means a day on which the office of the Credit Union located at the address on page 1 is open for business.

- 5.2 **Delays** - In the event that, at the time a notice or demand is mailed as provided in Section 5.1 or at any time during the period of two Business Days following such mailing, postal or airline or airport employees are engaged in a strike, work slowdown, or other work stoppage at the place at which the notice or demand is mailed or at the place to which the notice or demand is mailed or at any point through which such notice or demand must pass, such notice or demand shall be deemed to have been given and received at the time when such notice or demand would be received in the ordinary course of the mails, allowing for such strike, work slowdown, or other work stoppage.

PART 6 - CONSTRUCTION AND INTERPRETATION

- 6.1 **Headings** - The headings herein are inserted for convenience of reference only and shall not affect the construction or interpretation of this Indemnity Agreement.
- 6.2 **Governing Law** - This Indemnity Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia.
- 6.3 **Submission to Jurisdiction** - The Indemnitor submits to the jurisdiction of the Courts of the Province of British Columbia and agrees to be bound by any suit, action, or proceeding commenced in such Courts and by any order or judgment resulting from such suit, action or proceeding, provided that the foregoing shall in no way limit the Credit Union's right to commence suits, actions, or proceedings based on this Indemnity Agreement in any jurisdiction.
- 6.4 **Invalidity of Any Provision** - If any provision in this Indemnity Agreement shall be invalid or unenforceable, the remainder of this Indemnity Agreement shall not be affected thereby and each covenant, obligation, or provision of this Indemnity Agreement shall separately be valid and enforceable to the fullest extent permitted by law.
- 6.5 **Joint Obligations** - If the Indemnitor is more than one person the obligations and agreements of each person comprising the Indemnitor shall be joint and several and this Indemnity Agreement shall be read and construed accordingly with all necessary grammatical changes.
- 6.6 **Entire Agreement** - This Indemnity Agreement constitutes the entire agreement between the Indemnitor and the Credit Union with respect to the Dealings, and there are no representations, warranties, or collateral agreements, expressed or implied between the Indemnitor and the Credit Union save as herein contained.
- 6.7 **Amendments** - No provisions of this Indemnity Agreement may be amended, modified, or waived except in writing signed by the Credit Union.
- 6.8 **Enurement** - This Indemnity Agreement shall extend to, and enure to the benefit of the Credit Union, the Credit Union's successors and assigns and shall be binding upon the Indemnitor and the Indemnitor's heirs, executors, administrators, successors, and assigns and each of them.



**Indemnity Agreement
All Liabilities**

GENERAL INFORMATION

Credit Union Name (the "Credit Union") and Address		AGREEMENT DATE
FIRST WEST CREDIT UNION 32711 SOUTH FRASER WAY ABBOTSFORD, BC V2T 3S3		FAX NO. EMAIL
Borrower Name(s) (the "Borrower") and Address(es)		MEMBERSHIP/ACCOUNT NO.
464 EAGLECREST DRIVE LIMITED PARTNERSHIP 428-755 BURRARD STREET VANCOUVER, BC V6Z 1X6		FAX NO. EMAIL
Indemnitor Name(s) (the "Indemnitor") and Address(es)		
KIND DEVELOPMENT GROUP LTD. 428-755 BURRARD STREET VANCOUVER, BC V6Z 1X6		FAX NO. EMAIL

INDEMNITY AGREEMENT

In return for the Credit Union agreeing, at the Indemnitor's request, to lend money to, or otherwise incur liabilities on behalf of the Borrower, the Indemnitor agrees that:

1. **Indemnity** - The Indemnitor will indemnify the Credit Union and hold the Credit Union harmless against all losses, costs, expenses, and damages relating to or arising out of, the Credit Union's past, present, and future dealings (the "Dealings") with the Borrower, including making loans (the "Loans") to the Borrower or otherwise incurring liabilities at

the request of the Borrower, and will reimburse the Credit Union for all such losses, costs, expenses, and damages and for all principal monies advanced and readvanced, interest, costs, charges, and expenses due to the Credit Union in connection with the Dealings (and whether or not recoverable by the Credit Union from the Borrower).

2. **Terms and Conditions** - The indemnitor agrees to be bound by the Terms and Conditions on pages 2 and 3, which form a part of this Indemnity Agreement.

SIGNATURES

(If the Indemnitor is an Individual, Sole Owner, or Partnership and all partners are signers)

(If the Indemnitor is a Corporation or Partnership and only some partners are signers)

X	X	_____
Witness	Signature	Date
X	X	_____
Witness	Signature	Date
X	X	_____
Witness	Signature	Date
X	X	_____
Witness	Signature	Date

INDEMNITOR NAME KIND DEVELOPMENT GROUP LTD., BY ITS AUTHORIZED SIGNATORY(IES):
--

x <i>Juan Bi Z...</i>	_____
Authorized Signatory	Date
x <i>Robt Cooper</i>	_____
Authorized Signatory	Date

TERMS AND CONDITIONS

PART 1 - DEMAND AND PAYMENT

- 1.1 **Demand** - The Indemnitor shall, forthwith upon demand by the Credit Union:
- a) purchase any Loans from the Credit Union for a purchase price equal to the balance of the Loans including the outstanding principal balance, interest accrued and all other related costs, charges and expenses, and
 - b) pay to the Credit Union any other losses, costs, expenses and damages incurred by the Credit Union relating to or arising out of the Credit Union making the Loans or from any other Dealings with the Borrower.
- 1.2 **Entitled to Demand** - The Credit Union shall be entitled to make demand hereunder at any time (and from time to time) whether or not the Borrower is then in default in respect of any Dealings.
- 1.3 **No Notice of Default** - The Indemnitor waives notice of default by the Borrower and acknowledges that the Credit Union shall not be obliged to give any such notice or notices.
- 1.4 **No Set-off** - The Indemnitor shall not, as a defence to payment to the Credit Union hereunder, claim any set-off or counterclaim in respect of any liability of the Borrower to the Indemnitor.
- 1.5 **Not Bound to Exhaust Recourses** - The Credit Union shall not be bound to exhaust its recourses against the Borrower or any other party, or any security or securities or evidence of indebtedness which the Credit Union may hold before requiring payment by the Indemnitor.
- 1.6 **Determining Liability** - The Indemnitor may determine the Indemnitor's further liability under this Indemnity Agreement by written notice to the Credit Union and this Indemnity Agreement will not apply to any Dealings occurring after the expiration of 30 days from the date of the Credit Union's receipt of the notice.

PART 2 - UNCONDITIONAL INDEMNITY

- 2.1 **Indemnity Not Affected** - The Indemnitor's indemnity in this Indemnity Agreement is absolute and unconditional and the Indemnitor's liability hereunder shall not be released, lessened, or adversely affected by anything whatsoever, including any of the following:
- a) if the Borrower is a corporation
 - i) any change in the directors, shareholders, name, objects, share capital, memorandum, articles or other organizational documents of the Borrower, or
 - ii) the amalgamation of the Borrower with any other corporation, or
 - iii) the continuance of the Borrower, or
 - iv) the winding-up, liquidation or dissolution of the Borrower, or
 - v) that the liabilities incurred by the Borrower in connection with the Dealings were incurred irregularly, defectively or informally or in excess of the powers of the Borrower or of its directors or other agents notwithstanding that the Credit Union may have had specific notice of the extent of the relevant powers of the Borrower or of its directors or agents;
 - b) the bankruptcy or insolvency of the Borrower or of the Indemnitor;
 - c) the inability of the Credit Union by reason of law or otherwise to enforce any security instrument, or any of the terms, conditions or other provisions contained in any security

- instrument, for the Dealings against the security which is subject to such security instrument or against the Borrower or any other person;
- d) the novation of any agreement or security instrument in respect of any Dealings;
 - e) that the obligations of the Borrower to the Credit Union in respect of any Dealings or any security in respect thereof may be invalid, void, voidable or unenforceable;
 - f) the release in whole or in part of any security given by the Borrower or any other person to the Credit Union;
 - g) the sale by the Borrower of any of the Borrower's assets, including any assets in which the Credit Union has taken a security interest as security for any Dealings;
 - h) the failure of the Credit Union to fully advance any of the Loans;
 - i) the failure of any proposed signatory or signatories to execute this Indemnity Agreement;
 - j) if more than one person constitutes the Indemnitor, the release by the Credit Union of any of those persons from their obligations hereunder and this Indemnity Agreement shall remain a valid and enforceable obligation of the persons not released by the Credit Union; or
 - k) that the Credit Union may have:
 - i) granted time or other indulgences to the Borrower or any other person liable to the Credit Union in respect of any Dealings, or
 - ii) given up, modified, exchanged, renewed or abstained from perfecting or taking advantage of any security or securities in whole or in part now or hereafter held by the Credit Union in respect of any Dealings, or
 - iii) accepted any compromise, composition, proposal or arrangement offered by the Borrower, or
 - iv) agreed with the Borrower to amend and vary the interest rate and terms of repayment of any of the Loans.

- 2.2 **Independent Contract** - The Indemnitor acknowledges and agrees that this Indemnity Agreement is an independent contract and is not dependent upon:
- a) any agreement or covenant of the Borrower, or
 - b) default, non-payment, or non-performance by the Borrower and that the Indemnitor is primarily liable and not liable as surety.

PART 3 - INDEMNITOR'S ACKNOWLEDGEMENTS

- 3.1 **No Representations, Etc.** - The Indemnitor acknowledges:
- a) that this Indemnity Agreement constitutes the entire agreement between the Indemnitor and the Credit Union with respect to the Dealings,
 - b) that the Credit Union has made no representations or warranties of any kind to the Indemnitor,
 - c) that there are no collateral agreements of any kind between the Indemnitor and the Credit Union with respect to this Indemnity Agreement, and
 - d) that all covenants and agreements of the Borrower and all conditions with respect to the Dealings contained in any agreement between the Borrower and the Credit Union (and regardless of whether the Indemnitor is a party thereto) are for the sole benefit of the Credit Union and compliance therewith may be waived in whole or in part by the Credit Union without affecting the Indemnitor's liability hereunder.

TERMS AND CONDITIONS (CONTINUED)

PART 4 - GENERAL

- 4.1 **Assignment** - The Credit Union may assign this Indemnity Agreement in whole or in part, absolutely or by way of security without the Indemnitor's consent or notice to the Indemnitor.
- 4.2 **Remedies** - In enforcing this Indemnity Agreement the Credit Union can use any and all remedies available at law or in equity and no single or partial exercise of any right or remedy shall preclude any other or further exercise thereof nor shall the failure of the Credit Union or any delay in exercising the Credit Union's rights under this Indemnity Agreement operate as a waiver.
- 4.3 **Indemnity in Addition** - This Indemnity Agreement is in addition to, and not in substitution for, any securities, guarantees, or other indemnities which the Credit Union may at any time possess and the Credit Union shall not be required to marshal for the Indemnitor's benefit any securities or assets which the Credit Union has or has a claim upon.
- 4.4 **No Subrogation** - The Indemnitor will not claim to be subrogated in any manner to the Credit Union's position and will not claim the benefit of any security at any time held by the Credit Union until the Indemnitor has purchased all the Loans from the Credit Union and paid all other moneys in accordance with Section 1.1 and upon payment to the Credit Union of the full purchase price of the Loans and all other moneys payable under Section 1.1, then the Indemnitor shall on demand in writing to the Credit Union be entitled to the assignment of any securities then held by the Credit Union as security for the Loans and other Dealings but nothing in this Indemnity Agreement shall be taken or construed as a representation or warranty by the Credit Union as to the enforceability of any such securities.
- 4.5 **Corporate Indemnitor** - If the Indemnitor is a corporation, the Indemnitor represents and warrants to the Credit Union that all action required to authorize this Indemnity Agreement has been taken by the Indemnitor or its directors or shareholders and all required disclosure with respect to this Indemnity Agreement has been made.
- 4.6 **Records** - The Credit Union's records shall be prima facie evidence as to the amount outstanding on account of the Dealings, as to the amount of the Credit Union's losses, costs, expenses, and damages and as to the Borrower being in default in respect of the Dealings.

PART 5 - NOTICES

- 5.1 **Notice and Demands** - Any notice or demand to be given under this Indemnity Agreement must be in writing and must be (a) delivered, (b) sent by mail, (c) transmitted by facsimile, or (d) sent by email, to the respective party to be served at their respective address, fax number, or email address set out on page 1 of this Indemnity Agreement or otherwise provided to the other parties in writing. Any party may change its address, fax number, or email address for purposes of this Agreement by notice as provided in this Section. Except as provided in the next paragraph and in Section 5.2, each notice and demand will be deemed to have been received by the person to whom it was addressed (a) on the date of receipt if delivered; (b) five days from the date of mailing if sent by mail; or (c) the date of transmission if transmitted by facsimile or email.

Regardless of any other provisions of this Indemnity Agreement, any notice or demand received or otherwise deemed received (a) after 5:00 p.m. (Pacific time), or (b) on a day that is not a Business Day, will be deemed to have been received on the next Business Day. In this Part 5, "Business Day" means a day on which the office of the Credit Union located at the address on page 1 is open for business.

- 5.2 **Delays** - In the event that, at the time a notice or demand is mailed as provided in Section 5.1 or at any time during the period of two Business Days following such mailing, postal or airline or airport employees are engaged in a strike, work slowdown, or other work stoppage at the place at which the notice or demand is mailed or at the place to which the notice or demand is mailed or at any point through which such notice or demand must pass, such notice or demand shall be deemed to have been given and received at the time when such notice or demand would be received in the ordinary course of the mails, allowing for such strike, work slowdown, or other work stoppage.

PART 6 - CONSTRUCTION AND INTERPRETATION

- 6.1 **Headings** - The headings herein are inserted for convenience of reference only and shall not affect the construction or interpretation of this Indemnity Agreement.
- 6.2 **Governing Law** - This Indemnity Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia.
- 6.3 **Submission to Jurisdiction** - The Indemnitor submits to the jurisdiction of the Courts of the Province of British Columbia and agrees to be bound by any suit, action, or proceeding commenced in such Courts and by any order or judgment resulting from such suit, action or proceeding, provided that the foregoing shall in no way limit the Credit Union's right to commence suits, actions, or proceedings based on this Indemnity Agreement in any jurisdiction.
- 6.4 **Invalidity of Any Provision** - If any provision in this Indemnity Agreement shall be invalid or unenforceable, the remainder of this Indemnity Agreement shall not be affected thereby and each covenant, obligation, or provision of this Indemnity Agreement shall separately be valid and enforceable to the fullest extent permitted by law.
- 6.5 **Joint Obligations** - If the Indemnitor is more than one person the obligations and agreements of each person comprising the Indemnitor shall be joint and several and this Indemnity Agreement shall be read and construed accordingly with all necessary grammatical changes.
- 6.6 **Entire Agreement** - This Indemnity Agreement constitutes the entire agreement between the Indemnitor and the Credit Union with respect to the Dealings, and there are no representations, warranties, or collateral agreements, expressed or implied between the Indemnitor and the Credit Union save as herein contained.
- 6.7 **Amendments** - No provisions of this Indemnity Agreement may be amended, modified, or waived except in writing signed by the Credit Union.
- 6.8 **Enurement** - This Indemnity Agreement shall extend to, and enure to the benefit of the Credit Union, the Credit Union's successors and assigns and shall be binding upon the Indemnitor and the Indemnitor's heirs, executors, administrators, successors, and assigns and each of them.



**Indemnity Agreement
All Liabilities**

GENERAL INFORMATION

Credit Union Name (the "Credit Union") and Address

FIRST WEST CREDIT UNION
32711 SOUTH FRASER WAY
ABBOTSFORD, BC V2T 3S3

AGREEMENT DATE

FAX NO.

EMAIL

Borrower Name(s) (the "Borrower") and Address(es)

464 EAGLECREST DRIVE LIMITED PARTNERSHIP
428-755 BURRARD STREET
VANCOUVER, BC V6Z 1X6

MEMBERSHIP/ACCOUNT NO.

FAX NO.

EMAIL

Indemnitor Name(s) (the "Indemnitor") and Address(es)

ROBERT CHETNER
2827 WEST 43RD AVENUE
VANCOUVER, BC V6N 3H9

FAX NO.

EMAIL

INDEMNITY AGREEMENT

In return for the Credit Union agreeing, at the Indemnitor's request, to lend money to, or otherwise incur liabilities on behalf of the Borrower, the Indemnitor agrees that:

- 1. Indemnity** - The Indemnitor will indemnify the Credit Union and hold the Credit Union harmless against all losses, costs, expenses, and damages relating to or arising out of, the Credit Union's past, present, and future dealings (the "Dealings") with the Borrower, including making loans (the "Loans") to the Borrower or otherwise incurring liabilities at

the request of the Borrower, and will reimburse the Credit Union for all such losses, costs, expenses, and damages and for all principal monies advanced and readvanced, interest, costs, charges, and expenses due to the Credit Union in connection with the Dealings (and whether or not recoverable by the Credit Union from the Borrower).

- 2. Terms and Conditions** - The Indemnitor agrees to be bound by the Terms and Conditions on pages 2 and 3, which form a part of this Indemnity Agreement.

SIGNATURES

(If the Indemnitor is an Individual, Sole Owner, or Partnership and all partners are signers)

(If the Indemnitor is a Corporation or Partnership and only some partners are signers)

Witness Signature _____ Date

Witness Signature _____ Date

Witness Signature _____ Date

Witness Signature _____ Date

INDEMNITOR NAME
ROBERT CHETNER

Authorized Signatory _____ Date

Authorized Signatory _____ Date

TERMS AND CONDITIONS

PART 1 - DEMAND AND PAYMENT

- 1.1 **Demand** - The Indemnitor shall, forthwith upon demand by the Credit Union:
- a) purchase any Loans from the Credit Union for a purchase price equal to the balance of the Loans including the outstanding principal balance, interest accrued and all other related costs, charges and expenses, and
 - b) pay to the Credit Union any other losses, costs, expenses and damages incurred by the Credit Union relating to or arising out of the Credit Union making the Loans or from any other Dealings with the Borrower.
- 1.2 **Entitled to Demand** - The Credit Union shall be entitled to make demand hereunder at any time (and from time to time) whether or not the Borrower is then in default in respect of any Dealings.
- 1.3 **No Notice of Default** - The Indemnitor waives notice of default by the Borrower and acknowledges that the Credit Union shall not be obliged to give any such notice or notices.
- 1.4 **No Set-off** - The Indemnitor shall not, as a defence to payment to the Credit Union hereunder, claim any set-off or counterclaim in respect of any liability of the Borrower to the Indemnitor.
- 1.5 **Not Bound to Exhaust Recourses** - The Credit Union shall not be bound to exhaust its recourses against the Borrower or any other party, or any security or securities or evidence of indebtedness which the Credit Union may hold before requiring payment by the Indemnitor.
- 1.6 **Determining Liability** - The Indemnitor may determine the Indemnitor's further liability under this Indemnity Agreement by written notice to the Credit Union and this Indemnity Agreement will not apply to any Dealings occurring after the expiration of 30 days from the date of the Credit Union's receipt of the notice.

PART 2 - UNCONDITIONAL INDEMNITY

- 2.1 **Indemnity Not Affected** - The Indemnitor's indemnity in this Indemnity Agreement is absolute and unconditional and the Indemnitor's liability hereunder shall not be released, lessened, or adversely affected by anything whatsoever, including any of the following:
- a) if the Borrower is a corporation
 - i) any change in the directors, shareholders, name, objects, share capital, memorandum, articles or other organizational documents of the Borrower, or
 - ii) the amalgamation of the Borrower with any other corporation, or
 - iii) the continuance of the Borrower, or
 - iv) the winding-up, liquidation or dissolution of the Borrower, or
 - v) that the liabilities incurred by the Borrower in connection with the Dealings were incurred irregularly, defectively or informally or in excess of the powers of the Borrower or of its directors or other agents notwithstanding that the Credit Union may have had specific notice of the extent of the relevant powers of the Borrower or of its directors or agents;
 - b) the bankruptcy or insolvency of the Borrower or of the Indemnitor;
 - c) the inability of the Credit Union by reason of law or otherwise to enforce any security instrument, or any of the terms, conditions or other provisions contained in any security

instrument, for the Dealings against the security which is subject to such security instrument or against the Borrower or any other person;

- d) the novation of any agreement or security instrument in respect of any Dealings;
 - e) that the obligations of the Borrower to the Credit Union in respect of any Dealings or any security in respect thereof may be invalid, void, voidable or unenforceable;
 - f) the release in whole or in part of any security given by the Borrower or any other person to the Credit Union;
 - g) the sale by the Borrower of any of the Borrower's assets, including any assets in which the Credit Union has taken a security interest as security for any Dealings;
 - h) the failure of the Credit Union to fully advance any of the Loans;
 - i) the failure of any proposed signatory or signatories to execute this Indemnity Agreement;
 - j) if more than one person constitutes the Indemnitor, the release by the Credit Union of any of those persons from their obligations hereunder and this Indemnity Agreement shall remain a valid and enforceable obligation of the persons not released by the Credit Union; or
 - k) that the Credit Union may have:
 - i) granted time or other indulgences to the Borrower or any other person liable to the Credit Union in respect of any Dealings, or
 - ii) given up, modified, exchanged, renewed or abstained from perfecting or taking advantage of any security or securities in whole or in part now or hereafter held by the Credit Union in respect of any Dealings, or
 - iii) accepted any compromise, composition, proposal or arrangement offered by the Borrower, or
 - iv) agreed with the Borrower to amend and vary the interest rate and terms of repayment of any of the Loans.
- 2.2 **Independent Contract** - The Indemnitor acknowledges and agrees that this Indemnity Agreement is an independent contract and is not dependent upon:

- a) any agreement or covenant of the Borrower, or
- b) default, non-payment, or non-performance by the Borrower and that the Indemnitor is primarily liable and not liable as surety.

PART 3 - INDEMNITOR'S ACKNOWLEDGEMENTS

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- a) that this Indemnity Agreement constitutes the entire agreement between the Indemnitor and the Credit Union with respect to the Dealings,
 - b) that the Credit Union has made no representations or warranties of any kind to the Indemnitor,
 - c) that there are no collateral agreements of any kind between the Indemnitor and the Credit Union with respect to this Indemnity Agreement, and
 - d) that all covenants and agreements of the Borrower and all conditions with respect to the Dealings contained in any agreement between the Borrower and the Credit Union (and regardless of whether the Indemnitor is a party thereto) are for the sole benefit of the Credit Union and compliance therewith may be waived in whole or in part by the Credit Union without affecting the Indemnitor's liability hereunder.

TERMS AND CONDITIONS (CONTINUED)

PART 4 - GENERAL

- 4.1 **Assignment** - The Credit Union may assign this Indemnity Agreement in whole or in part, absolutely or by way of security without the Indemnitor's consent or notice to the Indemnitor.
- 4.2 **Remedies** - In enforcing this Indemnity Agreement the Credit Union can use any and all remedies available at law or in equity and no single or partial exercise of any right or remedy shall preclude any other or further exercise thereof nor shall the failure of the Credit Union or any delay in exercising the Credit Union's rights under this Indemnity Agreement operate as a waiver.
- 4.3 **Indemnity In Addition** - This Indemnity Agreement is in addition to, and not in substitution for, any securities, guarantees, or other indemnities which the Credit Union may at any time possess and the Credit Union shall not be required to marshal for the Indemnitor's benefit any securities or assets which the Credit Union has or has a claim upon.
- 4.4 **No Subrogation** - The Indemnitor will not claim to be subrogated in any manner to the Credit Union's position and will not claim the benefit of any security at any time held by the Credit Union until the Indemnitor has purchased all the Loans from the Credit Union and paid all other moneys in accordance with Section 1.1 and upon payment to the Credit Union of the full purchase price of the Loans and all other moneys payable under Section 1.1, then the Indemnitor shall on demand in writing to the Credit Union be entitled to the assignment of any securities then held by the Credit Union as security for the Loans and other Dealings but nothing in this Indemnity Agreement shall be taken or construed as a representation or warranty by the Credit Union as to the enforceability of any such securities.
- 4.5 **Corporate Indemnitor** - If the Indemnitor is a corporation, the Indemnitor represents and warrants to the Credit Union that all action required to authorize this Indemnity Agreement has been taken by the Indemnitor or its directors or shareholders and all required disclosure with respect to this Indemnity Agreement has been made.
- 4.6 **Records** - The Credit Union's records shall be prima facie evidence as to the amount outstanding on account of the Dealings, as to the amount of the Credit Union's losses, costs, expenses, and damages and as to the Borrower being in default in respect of the Dealings.

PART 5 - NOTICES

- 5.1 **Notice and Demands** - Any notice or demand to be given under this Indemnity Agreement must be in writing and must be (a) delivered, (b) sent by mail, (c) transmitted by facsimile, or (d) sent by email, to the respective party to be served at their respective address, fax number, or email address set out on page 1 of this Indemnity Agreement or otherwise provided to the other parties in writing. Any party may change its address, fax number, or email address for purposes of this Agreement by notice as provided in this Section. Except as provided in the next paragraph and in Section 5.2, each notice and demand will be deemed to have been received by the person to whom it was addressed (a) on the date of receipt if delivered; (b) five days from the date of mailing if sent by mail; or (c) the date of transmission if transmitted by facsimile or email.

Regardless of any other provisions of this Indemnity Agreement, any notice or demand received or otherwise deemed received (a) after 5:00 p.m. (Pacific time), or (b) on a day that is not a Business Day, will be deemed to have been received on the next Business Day. In this Part 5, "Business Day" means a day on which the office of the Credit Union located at the address on page 1 is open for business.

- 5.2 **Delays** - In the event that, at the time a notice or demand is mailed as provided in Section 5.1 or at any time during the period of two Business Days following such mailing, postal or airline or airport employees are engaged in a strike, work slowdown, or other work stoppage at the place at which the notice or demand is mailed or at the place to which the notice or demand is mailed or at any point through which such notice or demand must pass, such notice or demand shall be deemed to have been given and received at the time when such notice or demand would be received in the ordinary course of the mails, allowing for such strike, work slowdown, or other work stoppage.

PART 6 - CONSTRUCTION AND INTERPRETATION

- 6.1 **Headings** - The headings herein are inserted for convenience of reference only and shall not affect the construction or interpretation of this Indemnity Agreement.
- 6.2 **Governing Law** - This Indemnity Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia.
- 6.3 **Submission to Jurisdiction** - The Indemnitor submits to the jurisdiction of the Courts of the Province of British Columbia and agrees to be bound by any suit, action, or proceeding commenced in such Courts and by any order or judgment resulting from such suit, action or proceeding, provided that the foregoing shall in no way limit the Credit Union's right to commence suits, actions, or proceedings based on this Indemnity Agreement in any jurisdiction.
- 6.4 **Invalidity of Any Provision** - If any provision in this Indemnity Agreement shall be invalid or unenforceable, the remainder of this Indemnity Agreement shall not be affected thereby and each covenant, obligation, or provision of this Indemnity Agreement shall separately be valid and enforceable to the fullest extent permitted by law.
- 6.5 **Joint Obligations** - If the Indemnitor is more than one person the obligations and agreements of each person comprising the Indemnitor shall be joint and several and this Indemnity Agreement shall be read and construed accordingly with all necessary grammatical changes.
- 6.6 **Entire Agreement** - This Indemnity Agreement constitutes the entire agreement between the Indemnitor and the Credit Union with respect to the Dealings, and there are no representations, warranties, or collateral agreements, expressed or implied between the Indemnitor and the Credit Union save as herein contained.
- 6.7 **Amendments** - No provisions of this Indemnity Agreement may be amended, modified, or waived except in writing signed by the Credit Union.
- 6.8 **Enurement** - This Indemnity Agreement shall extend to, and enure to the benefit of the Credit Union, the Credit Union's successors and assigns and shall be binding upon the Indemnitor and the Indemnitor's heirs, executors, administrators, successors, and assigns and each of them.

Indemnity Agreement
All Liabilities



GENERAL INFORMATION

Credit Union Name (the "Credit Union") and Address

FIRST WEST CREDIT UNION
32711 SOUTH FRASER WAY
ABBOTSFORD, BC V2T 3S3

AGREEMENT DATE

FAX NO.

EMAIL

Borrower Name(s) (the "Borrower") and Address(es)

484 EAGLECREST DRIVE LIMITED PARTNERSHIP
428-755 BURRARD STREET
VANCOUVER, BC V6Z 1X6

MEMBERSHIP/ACCOUNT NO.

FAX NO.

EMAIL

Indemnitor Name(s) (the "Indemnitor") and Address(es)

TCD DEVELOPMENTS (GIBSONS) LTD.
428-755 BURRARD STREET
VANCOUVER, BC V6Z 1X6

FAX NO.

EMAIL

INDEMNITY AGREEMENT

In return for the Credit Union agreeing, at the Indemnitor's request, to lend money to, or otherwise incur liabilities on behalf of the Borrower, the Indemnitor agrees that:

1. **Indemnity** - The Indemnitor will indemnify the Credit Union and hold the Credit Union harmless against all losses, costs, expenses, and damages relating to or arising out of, the Credit Union's past, present, and future dealings (the "Dealings") with the Borrower, including making loans (the "Loans") to the Borrower or otherwise incurring liabilities at

the request of the Borrower, and will reimburse the Credit Union for all such losses, costs, expenses, and damages and for all principal monies advanced and readvanced, interest, costs, charges, and expenses due to the Credit Union in connection with the Dealings (and whether or not recoverable by the Credit Union from the Borrower).

2. **Terms and Conditions** - The Indemnitor agrees to be bound by the Terms and Conditions on pages 2 and 3, which form a part of this Indemnity Agreement.

SIGNATURES

(If the Indemnitor is an individual, Sole Owner, or Partnership and all partners are signers)

(If the Indemnitor is a Corporation or Partnership and only some partners are signers)

X	X	_____
Witness	Signature	Date
X	X	_____
Witness	Signature	Date
X	X	_____
Witness	Signature	Date
X	X	_____
Witness	Signature	Date

INDEMNITOR NAME TCD DEVELOPMENTS (GIBSONS) LTD., BY ITS AUTHORIZED SIGNATORY(IES):
--

x *John B...*
Authorized Signatory _____ Date

x *KS...*
Authorized Signatory _____ Date

TERMS AND CONDITIONS

PART 1 - DEMAND AND PAYMENT

- 1.1 **Demand** - The Indemnitor shall, forthwith upon demand by the Credit Union:
- a) purchase any Loans from the Credit Union for a purchase price equal to the balance of the Loans including the outstanding principal balance, interest accrued and all other related costs, charges and expenses, and
 - b) pay to the Credit Union any other losses, costs, expenses and damages incurred by the Credit Union relating to or arising out of the Credit Union making the Loans or from any other Dealings with the Borrower.
- 1.2 **Entitled to Demand** - The Credit Union shall be entitled to make demand hereunder at any time (and from time to time) whether or not the Borrower is then in default in respect of any Dealings.
- 1.3 **No Notice of Default** - The Indemnitor waives notice of default by the Borrower and acknowledges that the Credit Union shall not be obliged to give any such notice or notices.
- 1.4 **No Set-off** - The Indemnitor shall not, as a defence to payment to the Credit Union hereunder, claim any set-off or counterclaim in respect of any liability of the Borrower to the Indemnitor.
- 1.5 **Not Bound to Exhaust Recourses** - The Credit Union shall not be bound to exhaust its recourses against the Borrower or any other party, or any security or securities or evidence of indebtedness which the Credit Union may hold before requiring payment by the Indemnitor.
- 1.6 **Determining Liability** - The Indemnitor may determine the Indemnitor's further liability under this Indemnity Agreement by written notice to the Credit Union and this Indemnity Agreement will not apply to any Dealings occurring after the expiration of 30 days from the date of the Credit Union's receipt of the notice.

PART 2 - UNCONDITIONAL INDEMNITY

- 2.1 **Indemnity Not Affected** - The Indemnitor's indemnity in this Indemnity Agreement is absolute and unconditional and the Indemnitor's liability hereunder shall not be released, lessened, or adversely affected by anything whatsoever, including any of the following:
- a) if the Borrower is a corporation
 - i) any change in the directors, shareholders, name, objects, share capital, memorandum, articles or other organizational documents of the Borrower, or
 - ii) the amalgamation of the Borrower with any other corporation, or
 - iii) the continuance of the Borrower, or
 - iv) the winding-up, liquidation or dissolution of the Borrower, or
 - v) that the liabilities incurred by the Borrower in connection with the Dealings were incurred irregularly, defectively or informally or in excess of the powers of the Borrower or of its directors or other agents notwithstanding that the Credit Union may have had specific notice of the extent of the relevant powers of the Borrower or of its directors or agents;
 - b) the bankruptcy or insolvency of the Borrower or of the Indemnitor;
 - c) the inability of the Credit Union by reason of law or otherwise to enforce any security instrument, or any of the terms, conditions or other provisions contained in any security

instrument, for the Dealings against the security which is subject to such security instrument or against the Borrower or any other person;

- d) the novation of any agreement or security instrument in respect of any Dealings;
 - e) that the obligations of the Borrower to the Credit Union in respect of any Dealings or any security in respect thereof may be invalid, void, voidable or unenforceable;
 - f) the release in whole or in part of any security given by the Borrower or any other person to the Credit Union;
 - g) the sale by the Borrower of any of the Borrower's assets, including any assets in which the Credit Union has taken a security interest as security for any Dealings;
 - h) the failure of the Credit Union to fully advance any of the Loans;
 - i) the failure of any proposed signatory or signatories to execute this Indemnity Agreement;
 - j) if more than one person constitutes the Indemnitor, the release by the Credit Union of any of those persons from their obligations hereunder and this Indemnity Agreement shall remain a valid and enforceable obligation of the persons not released by the Credit Union; or
 - k) that the Credit Union may have:
 - i) granted time or other indulgences to the Borrower or any other person liable to the Credit Union in respect of any Dealings, or
 - ii) given up, modified, exchanged, renewed or abstained from perfecting or taking advantage of any security or securities in whole or in part now or hereafter held by the Credit Union in respect of any Dealings, or
 - iii) accepted any compromise, composition, proposal or arrangement offered by the Borrower, or
 - iv) agreed with the Borrower to amend and vary the interest rate and terms of repayment of any of the Loans.
- 2.2 **Independent Contract** - The Indemnitor acknowledges and agrees that this Indemnity Agreement is an independent contract and is not dependent upon:
- a) any agreement or covenant of the Borrower, or
 - b) default, non-payment, or non-performance by the Borrower and that the Indemnitor is primarily liable and not liable as surety.

PART 3 - INDEMNITOR'S ACKNOWLEDGEMENTS

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- a) that this Indemnity Agreement constitutes the entire agreement between the Indemnitor and the Credit Union with respect to the Dealings,
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 - d) that all covenants and agreements of the Borrower and all conditions with respect to the Dealings contained in any agreement between the Borrower and the Credit Union (and regardless of whether the Indemnitor is a party thereto) are for the sole benefit of the Credit Union and compliance therewith may be waived in whole or in part by the Credit Union without affecting the Indemnitor's liability hereunder.

TERMS AND CONDITIONS (CONTINUED)

PART 4 - GENERAL

- 4.1 **Assignment** - The Credit Union may assign this Indemnity Agreement in whole or in part, absolutely or by way of security without the Indemnitor's consent or notice to the Indemnitor.
- 4.2 **Remedies** - In enforcing this Indemnity Agreement the Credit Union can use any and all remedies available at law or in equity and no single or partial exercise of any right or remedy shall preclude any other or further exercise thereof nor shall the failure of the Credit Union or any delay in exercising the Credit Union's rights under this Indemnity Agreement operate as a waiver.
- 4.3 **Indemnity in Addition** - This Indemnity Agreement is in addition to, and not in substitution for, any securities, guarantees, or other indemnities which the Credit Union may at any time possess and the Credit Union shall not be required to marshal for the Indemnitor's benefit any securities or assets which the Credit Union has or has a claim upon.
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- 4.5 **Corporate Indemnitor** - If the Indemnitor is a corporation, the Indemnitor represents and warrants to the Credit Union that all action required to authorize this Indemnity Agreement has been taken by the Indemnitor or its directors or shareholders and all required disclosure with respect to this Indemnity Agreement has been made.
- 4.6 **Records** - The Credit Union's records shall be prima facie evidence as to the amount outstanding on account of the Dealings, as to the amount of the Credit Union's losses, costs, expenses, and damages and as to the Borrower being in default in respect of the Dealings.

PART 5 - NOTICES

- 5.1 **Notice and Demands** - Any notice or demand to be given under this Indemnity Agreement must be in writing and must be (a) delivered, (b) sent by mail, (c) transmitted by facsimile, or (d) sent by email, to the respective party to be served at their respective address, fax number, or email address set out on page 1 of this Indemnity Agreement or otherwise provided to the other parties in writing. Any party may change its address, fax number, or email address for purposes of this Agreement by notice as provided in this Section. Except as provided in the next paragraph and in Section 5.2, each notice and demand will be deemed to have been received by the person to whom it was addressed (a) on the date of receipt if delivered; (b) five days from the date of mailing if sent by mail; or (c) the date of transmission if transmitted by facsimile or email.

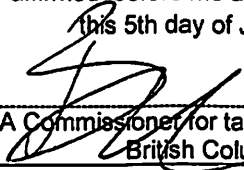
Regardless of any other provisions of this Indemnity Agreement, any notice or demand received or otherwise deemed received (a) after 5:00 p.m. (Pacific time), or (b) on a day that is not a Business Day, will be deemed to have been received on the next Business Day. In this Part 5, "Business Day" means a day on which the office of the Credit Union located at the address on page 1 is open for business.

- 5.2 **Delays** - In the event that, at the time a notice or demand is mailed as provided in Section 5.1 or at any time during the period of two Business Days following such mailing, postal or airline or airport employees are engaged in a strike, work slowdown, or other work stoppage at the place at which the notice or demand is mailed or at the place to which the notice or demand is mailed or at any point through which such notice or demand must pass, such notice or demand shall be deemed to have been given and received at the time when such notice or demand would be received in the ordinary course of the mails, allowing for such strike, work slowdown, or other work stoppage.

PART 6 - CONSTRUCTION AND INTERPRETATION

- 6.1 **Headings** - The headings herein are inserted for convenience of reference only and shall not affect the construction or interpretation of this Indemnity Agreement.
- 6.2 **Governing Law** - This Indemnity Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia.
- 6.3 **Submission to Jurisdiction** - The Indemnitor submits to the jurisdiction of the Courts of the Province of British Columbia and agrees to be bound by any suit, action, or proceeding commenced in such Courts and by any order or judgment resulting from such suit, action or proceeding, provided that the foregoing shall in no way limit the Credit Union's right to commence suits, actions, or proceedings based on this Indemnity Agreement in any jurisdiction.
- 6.4 **Invalidity of Any Provision** - If any provision in this Indemnity Agreement shall be invalid or unenforceable, the remainder of this Indemnity Agreement shall not be affected thereby and each covenant, obligation, or provision of this Indemnity Agreement shall separately be valid and enforceable to the fullest extent permitted by law.
- 6.5 **Joint Obligations** - If the Indemnitor is more than one person the obligations and agreements of each person comprising the Indemnitor shall be joint and several and this Indemnity Agreement shall be read and construed accordingly with all necessary grammatical changes.
- 6.6 **Entire Agreement** - This Indemnity Agreement constitutes the entire agreement between the Indemnitor and the Credit Union with respect to the Dealings, and there are no representations, warranties, or collateral agreements, expressed or implied between the Indemnitor and the Credit Union save as herein contained.
- 6.7 **Amendments** - No provisions of this Indemnity Agreement may be amended, modified, or waived except in writing signed by the Credit Union.
- 6.8 **Enurement** - This Indemnity Agreement shall extend to, and enure to the benefit of the Credit Union, the Credit Union's successors and assigns and shall be binding upon the Indemnitor and the Indemnitor's heirs, executors, administrators, successors, and assigns and each of them.

This is Exhibit "N" referred to
in the Affidavit of
Jun Bi
affirmed before me at Vancouver, BC
this 5th day of June 2026



A Commissioner for taking Affidavits for
British Columbia

Commercial Security Agreement



GENERAL INFORMATION

Credit Union Name (the "Credit Union") and Address

AGREEMENT DATE

FIRST WEST CREDIT UNION
32711 SOUTH FRASER WAY, ABBOTSFORD, BC V2T 3S3

Debtor Name(s) (the "Debtor") and Address(es)

BIRTHDATE OR INC. NO

MEMBERSHIP/ACCOUNT NO.

LOAN NO.

KIND DEVELOPMENT GROUP LTD.
428-755 BURNARD STREET
VANCOUVER, BC V6Z 1X6

BC1068644

OBLIGATIONS SECURED

This Security Agreement and the security interests hereby created shall:

***A** be continuing security for the payment of all and every indebtedness, both present and future, and whether arising on current account or otherwise, together with interest thereon and all and every liability, present and future, direct or indirect, absolute or contingent of the Debtor to the Credit Union, including, and without derogating from the generality of the foregoing, any advance or readvance, including every unpaid balance thereof, by the Credit Union to the Debtor, whenever made, and interest thereon to the same extent as if the advance or readvance had been made at the time of creation of this Security Agreement, and for performance of all obligations of the Debtor to the Credit Union, whether or not contained in this Security Agreement (which indebtedness, liabilities and obligations are herein collectively called the "Obligations").

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- B.** secure payment by the Debtor to the Credit Union of the sum of \$_____ and interest thereon at such rate or rates as are from time to time agreed to between the Debtor and the Credit Union (herein collectively called the "Obligations"), according to the terms of, and as evidenced by, a:
 - Commercial CreditMaster* Operating, Term, or Construction Loan Agreement
 - Commercial Term Loan Agreement
 - Commercial Operating Loan Agreement
 - Commercial Operating and Term Loan Agreement
 - Commercial Operating Loan Application and Agreement
 - Commercial Loan Agreement — Fixed Amount Loan
 - Other (Specify): _____

dated _____ and any and all renewals thereof and substitutions therefor.

(herein called the "Obligations")

(*If no selection is made, option A is deemed selected.)

SIGNATURES

The Credit Union and the Debtor agree to be bound by the terms and conditions appearing on the pages following (the "Terms and Conditions") and appearing on the Schedules attached hereto, all of which form part of this Security Agreement.

The Debtor hereby:

- a) acknowledges receiving a copy of this Security Agreement; and
- b) waives all rights to receive from the Credit Union a copy of any financing statement, financing change statement, or verification statement filed at any time in respect of this Security Agreement or any amendments hereto.

(If the Debtor is a Sole Owner, or a Partnership and all Partners will sign.)

(If the Debtor is a Corporation, or a Partnership and only some Partners will sign.)

X	X	
Witness Signature	Debtor Signature	Date
X	X	
Witness Signature	Debtor Signature	Date
X	X	
Witness Signature	Debtor Signature	Date
X	X	
Witness Signature	Debtor Signature	Date

DEBTOR NAME
KIND DEVELOPMENT GROUP LTD.,
by its authorized signatory(ies):

X *Jun Bi Z...*
Authorized Signatory Date

X *RS...*
Authorized Signatory Date

TERMS AND CONDITIONS

1. SECURITY INTERESTS

1.1 Security Interests – For valuable consideration and as security for the payment and performance of the Obligations, the Debtor hereby mortgages, charges, assigns and transfers to the Credit Union, and grants to the Credit Union a security interest in, and the Credit Union hereby takes a security interest in, all the Debtor's right, title and interest in and to:

*A. all of the Debtor's present and after-acquired personal property (except the property of the Debtor described in Section 1.2) and all proceeds thereof of whatsoever nature and kind and wherever situate (herein collectively called the "Collateral") including, without limiting the generality of the foregoing:

- a) Accounts – all debts, accounts, claims, monies and choses in action which now are, or which may at any time hereafter be due or owing to or owned by the Debtor, and all books, records, documents, papers and electronically recorded data recording, evidencing, securing or otherwise relating to such debts, accounts, claims, monies and choses in action or any part or parts thereof (herein collectively called the "Accounts");
- b) Equipment – all present and future equipment owned by the Debtor, including all machinery, fixtures, plants, tools, furniture, vehicles of any kind or description, all spare parts, accessions and accessories located at or installed in or affixed or attached to any of the foregoing, and all drawings, specifications, plans and manuals relating thereto and any other goods that are not inventory (herein collectively called the "Equipment");
- c) Inventory – all present and future inventory of whatever kind now or hereafter owned by the Debtor, including all raw materials, materials used or consumed in the business or profession of the Debtor, goods, work in progress, finished goods, returned goods, repossessed goods, goods used for packing, all packaging materials, supplies and containers, materials used in the business of the Debtor whether or not intended for sale and goods acquired or held for sale, lease or resale or furnished or to be furnished under contracts of rental or service (herein collectively called the "Inventory");
- d) Other Tangible Personal Property – all chattel paper, documents of title, instruments, securities and other goods of the Debtor that are not Accounts, Equipment or Inventory;
- e) Intangibles – all intangible property of the Debtor (save and except for Accounts) now owned or hereafter acquired by the Debtor including, without limitation, all contractual rights, licences, goodwill, patents, trademarks, tradenames, copyrights, other industrial designs and other industrial or intellectual property and undertaking of the Debtor and all other choses in action of the Debtor of every kind which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor and all other intangible property of the Debtor which is not Accounts, goods, chattel paper, documents of title, instruments, money or securities;
- f) Specific Property – all the property of the Debtor described in Schedule A hereto, if any;
- g) Proceeds – all proceeds of the property described above.

B. the Debtor's personal property hereinafter described, wherever situate, complete with all present and future attachments, accessions, accessories, replacements and

additions, and all proceeds thereof (herein called the "Collateral"):

- a) Accounts – all debts, accounts, claims, monies and choses in action which now are, or which may at any time hereafter be due or owing to or owned by the Debtor, and all books, records, documents, papers and electronically recorded data recording, evidencing, securing or otherwise relating to such debts, accounts, claims, monies and choses in action or any part or parts thereof (herein collectively called the "Accounts");
- b) Equipment – all present and future equipment owned by the Debtor, including all machinery, fixtures, plants, tools, furniture, vehicles of any kind or description, all spare parts, accessions and accessories located at or installed in or affixed or attached to any of the foregoing, and all drawings, specifications, plans and manuals relating thereto and any other goods that are not inventory (herein collectively called the "Equipment");
- c) Inventory – all present and future inventory of whatever kind now or hereafter owned by the Debtor, including all raw materials, materials used or consumed in the business or profession of the Debtor, goods, work in progress, finished goods, returned goods, repossessed goods, goods used for packing, all packaging materials, supplies and containers, materials used in the business of the Debtor whether or not intended for sale and goods acquired or held for sale, lease or resale or furnished or to be furnished under contracts of rental or service (herein collectively called the "Inventory");
- d) Other Tangible Personal Property – all chattel paper, documents of title, instruments, securities and other goods of the Debtor that are not Accounts, Equipment or Inventory;
- e) Intangibles – all intangible property of the Debtor (save and except for Accounts) now owned or hereafter acquired by the Debtor including, without limitation, all contractual rights, licences, goodwill, patents, trademarks, tradenames, copyrights, other industrial designs and other industrial or intellectual property and undertaking of the Debtor and all other choses in action of the Debtor of every kind which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor and all other intangible property of the Debtor which is not Accounts, goods, chattel paper, documents of title, instruments, money or securities;
- f) Specific Property – all the property of the Debtor described in Schedule A hereto, if any;
- g) Proceeds – all proceeds of the property described above.

*(*If no selection is made, option A is deemed selected.)*

1.2 Exclusions – The security interests granted herein do not apply or extend to:

- a) any real property or interests therein of the Debtor;
- b) the last day of any term created by any lease or agreement therefor now held or hereafter acquired by the Debtor but the Debtor shall stand possessed of the reversion thereby remaining in the Debtor of any leasehold premises upon trust for the Credit Union to assign and dispose thereof as the Credit Union or any purchaser of such leasehold premises shall direct;

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TERMS AND CONDITIONS (continued)

- c) if any lease or agreement therefor contains a provision which provides in effect that such lease or agreement may not be assigned, subleased, charged or encumbered without the leave, licence, consent or approval of the lessor, the application of the security interest created hereby to any such lease or agreement shall be conditional upon such leave, licence, consent or approval having been obtained and the security interest created hereby shall attach to such lease or agreement as soon as such leave, licence, consent or approval is obtained;
- d) any consumer goods of the Debtor;
- e) any property of the Debtor described in Schedule E hereto.
- 1.3 **Attachment** – The Credit Union and the Debtor do not intend to postpone the attachment of the security interests hereby created save as provided in section 1.2(c) and except as provided therein the security interests hereby created shall attach when:
- a) this Security Agreement has been executed, or in the case of after-acquired property, such property has been acquired by the Debtor;
- b) value has been given; and
- c) the Debtor has rights in the Collateral, or in the case of after-acquired property, acquires rights in the Collateral.
- 1.4 **Notification** – If this Security Agreement grants a security interest in Accounts, before or after an Event of Default (as hereinafter defined) has occurred, the Credit Union may notify any debtor of the Debtor on an intangible, chattel paper, or account, or any obligor on an instrument (herein called an "Account Debtor") to make all payments on Collateral to the Credit Union and the Debtor acknowledges that the proceeds of all sales, or any payments on or other proceeds of the Collateral, including but not limited to payments on, or other proceeds of, the Collateral received by the Debtor from any Account Debtor, whether before or after notification of this security interest to such Account Debtor and whether before or after default under this Agreement shall be received and held by the Debtor in trust for the Credit Union and shall be turned over to the Credit Union upon request and the Debtor shall not co-mingle any proceeds of or payments on the Collateral with any of the Debtor's funds or property, but will hold them separate and apart.
- 1.5 **Purchase Money Security Interests** – The security interests created hereby shall constitute purchase money security interests to the extent that any of the Obligations are moneys advanced by the Credit Union to the Debtor for the purpose of enabling the Debtor to purchase any of the Collateral and were so used by the Debtor and a certificate of an officer of the Credit Union as to the extent that the Obligations are monies so advanced and used shall be prima facie proof of the purchase money security interests constituted hereby.
2. **REPRESENTATIONS AND WARRANTIES**
- 2.1 **Representations and Warranties** – The Debtor represents and warrants to the Credit Union that:
- a) **Corporate Requirements** – if the Debtor is a corporation:
- i) it is duly incorporated and it is in good standing under the laws of the Province of British Columbia;
- ii) it has the power and authority to carry on the business now being carried on by it and has the full power and authority to execute and deliver this Security Agreement;
- iii) all necessary and requisite corporate proceedings, resolutions and authorizations have been taken, passed, done and given by it and by its directors to authorize, permit and enable it to execute and deliver this Security Agreement; and
- iv) the entering into this Security Agreement is not in contravention of any statute, the organizational or constating documents of the Debtor or any agreement or other document to which the Debtor is a party;
- b) **No Actions** - there are no actions or proceedings pending or, to the knowledge of the Debtor, threatened which challenge the validity of this Security Agreement or which might result in a material adverse change in the financial condition of the Debtor or which would materially adversely affect the ability of the Debtor to perform its obligations under this Security Agreement or any document evidencing any indebtedness of the Debtor to the Credit Union;
- c) **Owns Collateral** – the Debtor owns and possesses all presently held Collateral and has good title thereto, free from all security interests, charges, encumbrances, liens and claims, save only those, if any, shown in Schedule B hereto;
- d) **Right and Authority** – the Debtor has the right and authority to create the security interests herein created;
- e) **Location of Collateral** – the only locations of Collateral (other than Inventory in transit) and the only places the Debtor carries on business are the Debtor's address set out on page 1 and such other locations, if any, described in Schedule C hereto.
3. **POSITIVE COVENANTS**
- 3.1 **Positive Covenants** – The Debtor covenants with the Credit Union:
- a) **Defend Collateral** – that the Debtor will defend the Collateral against all claims and demands of all persons claiming the Collateral or an interest therein at any time;
- b) **Financial Statements** – that it will deliver to the Credit Union within 90 days after the end of each fiscal year of the Debtor audited financial statements of the Debtor, including the auditor's report and any notes accompanying such statements;
- c) **Provide Information** – that upon the demand by the Credit Union it will furnish in writing to the Credit Union all information requested concerning the Collateral and that it will promptly advise the Credit Union of the serial number, year, make and model of each serial numbered good at any time included in the Collateral;
- d) **Insurance** – that it will insure and keep insured to their full insurable value with a company or companies selected by the Debtor and approved in writing by the Credit Union all the Collateral against such perils as may be prudent having regard to the nature of the Collateral and the business of the Debtor (including an extended coverage insurance clause) and whenever and to the extent required in writing by the Credit Union, the Debtor will:
- i) furnish a certificate by an independent appraiser or insurance adjuster selected by the Debtor and approved by the Credit Union as to the sufficiency of such insurance, which certificate shall be conclusive as against the Debtor both as to the amount of insurance required hereunder and the perils against which coverage is required hereunder and the Debtor shall immediately insure in accordance with such certificate;

TERMS AND CONDITIONS (continued)

- ii) cause to be included in such policy or policies a mortgage clause in such form as may be approved by the Credit Union;
 - iii) cause to be endorsed in such form as may be required by the Credit Union on the policies evidencing such insurance a notation that any amounts payable under such policies shall be paid to the Credit Union as its interest may appear; and
 - iv) deposit with the Credit Union every policy and renewal certificate for such insurance or a certified copy thereof;
- e) **Repair** – that it will keep the Collateral in good condition and repair according to the nature and description thereof respectively and if the Debtor neglects to keep the Collateral or any part thereof in good condition and repair then the Credit Union may from time to time, without any notice to the Debtor in situations deemed by the Credit Union to be emergency situations and otherwise upon not less than 15 days notice, make such repairs as it in its sole discretion deems necessary;
- f) **Other Indebtedness** – that it will pay and discharge as they become due all payments due and owing under or with respect to any previous indebtedness created or security given by the Debtor to any person or corporation and will observe, perform and carry out all the terms, covenants, provisions and agreements relating thereto and any default in payment of any moneys due and payable under or relating to any previous indebtedness or security or in the observance, performance or carrying out of any of the terms, covenants, provisions and agreements relating thereto shall be deemed to be a default hereunder at the option of the Credit Union and any and all remedies available to the Credit Union hereunder by reason of any default hereunder or by law or otherwise shall be forthwith available to the Credit Union upon any default of the Debtor under the previous indebtedness created or security given by the Debtor;
- g) **Right of Inspection** – that the Credit Union shall have the right whenever it deems reasonably necessary either by its officers or authorized agents to enter upon the Debtor's premises and to inspect the Collateral, all books of account and records of the Debtor and copies of all returns made from time to time by the Debtor to boards, agencies or governmental departments and to make extracts therefrom and generally to conduct such examinations as it may see fit and without limiting the generality of the foregoing, the Credit Union may request information from the solicitor, auditor and other advisors and agents of the Debtor for the time being concerning the affairs and the conduct of business of the Debtor and the Debtor hereby irrevocably authorizes and directs and this shall constitute the sufficient authority and direction to any such solicitor, auditor or other person to disclose to the Credit Union such information as to any and all matters touching upon the affairs and conduct of the business of the Debtor whether of a confidential nature or otherwise and any costs, expenses and outlays which the Credit Union may incur pursuant hereto shall be payable forthwith by the Debtor to the Credit Union, shall bear interest at the highest rate borne by any of the other Obligations and shall, together with such interest, form part of the Obligations secured by this Security Agreement;
- h) **Costs of Preparation & Enforcement** – that it will pay all costs, charges and expenses of and incidental to the taking, preparation, execution and registering notice (and any amendments and renewals of such notice), of this Security Agreement and in taking, recovering, keeping possession of or inspecting the Collateral and generally in any other proceedings taken in enforcing the remedies in this Security Agreement or otherwise in relation to this Security Agreement or by reason of non-payment or procuring payment of the moneys hereby secured;
- i) **Costs Caused by Default** – that if the Debtor shall make default in any covenant to be performed by it hereunder, the Credit Union may perform any covenant of the Debtor capable of being performed by the Credit Union and if the Credit Union shall be put to any costs, charges, expenses or outlays to perform any such covenant, the Debtor shall indemnify the Credit Union for such costs, charges, expenses or outlays and such costs, charges, expenses or outlays (including solicitors' fees and charges incurred by the Credit Union on an "own client" basis) shall be payable forthwith by the Debtor to the Credit Union, shall bear interest at the highest rate borne by any of the other Obligations and shall, together with such interest, form part of the Obligations secured by this Security Agreement;
- j) **Court Costs** – that in any judicial proceedings taken to cancel this Security Agreement or to enforce this Security Agreement and the covenants of the Debtor hereunder the Credit Union shall be entitled to costs on a special costs basis. Any costs so recovered shall be credited against any solicitors' fees and charges paid or incurred by the Credit Union relating to the matters in respect of which the costs were awarded and which have been added to the monies secured hereunder pursuant to the foregoing clause;
- k) **Notice of Litigation** – that it will give written notice to the Credit Union of all litigation before any court, administrative board or other tribunal affecting the Debtor or the Collateral or any part thereof;
- l) **Corporate Existence, Etc.** – that it will at all times maintain its corporate existence; that it will carry on and conduct its business in a proper, efficient and businesslike manner and in accordance with good business practice; and that it will keep or cause to be kept proper books of account in accordance with sound accounting practice;
- m) **Taxes** – that it will pay all taxes, rates, levies, charges, assessments, statute labour or other imposition whatsoever now or hereafter rated, charged, assessed, levied or imposed by any lawful authority or otherwise howsoever on it, on the Collateral or on the Credit Union in respect of the Collateral or any part or parts thereof, or any other matter or thing in relation to this Security Agreement, save and except when and so long as the validity of such taxes, rates, levies, charges, assessments, statute labour or other imposition is in good faith contested by it, and will, if and when required in writing by the Credit Union, furnish for inspection the receipts for any such payments;
- n) **Payments** – that it will promptly pay or remit all amounts which if left unpaid or unremitted might give rise to a lien or charge on any of the Collateral ranking or purporting to rank in priority to any security interest created by this Security Agreement;
- o) **Further Assurances** – that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered, such further acts, deeds, mortgages, transfers and assurances as the Credit Union shall reasonably require for the better assuring, charging, assigning and conferring unto the Credit Union the Collateral and the security interests intended

TERMS AND CONDITIONS (continued)

to be created hereunder, for the purpose of accomplishing and effecting the intention of this Security Agreement;

- p) **Purchase Moneys** – that if the Credit Union advances money to the Debtor for the purpose of enabling the Debtor to acquire any Collateral the Debtor shall use such money only for that purpose and will promptly provide the Credit Union with evidence that such money was so applied;
- q) **Securities** – that if the Collateral at any time includes a security, the Debtor shall if required by the Credit Union transfer the security into the name of the Credit Union or the Credit Union's nominee and until an Event of Default the Credit Union will provide the Debtor with all notices and other communications received by it or its nominee as registered owner of such security and will appoint, or cause its nominee to appoint the Debtor as proxy to vote with respect to the security;
- r) **Additional Covenants** – that it will observe and perform the additional covenants, if any, set forth in Schedule D hereto.

4. NEGATIVE COVENANTS

4.1 **Negative Covenants** – The Debtor covenants and agrees with the Credit Union that it shall not, without the prior written consent of the Credit Union:

- a) **Change Name** – change its name;
- b) **Permit Charges** – permit the Collateral or any part or parts thereof to become subject to any mortgage, charge, lien, encumbrance or security interest, whether made, given or created by the Debtor or otherwise;
- c) **Sell Collateral** – save as permitted in Section 4.2 sell, lease or otherwise dispose of the Collateral or any part or parts thereof (and in the event of any permitted sale, lease or other disposition will deposit the proceeds with the Credit Union);
- d) **Abandon Collateral** – release, surrender or abandon the Collateral or any part or parts thereof;
- e) **Move Collateral** – move the Collateral or any part or parts thereof from its present location or locations (and will promptly advise the Credit Union of the new location or locations);
- f) **Accessions** – permit any of the Collateral to become an accession to any property other than other Collateral.

4.2 **Sale of Inventory** – If this Security Agreement grants a security interest in Inventory, until an Event of Default has occurred and the Credit Union has determined to enforce the security interests hereby created the Debtor may only sell Inventory in the ordinary course of business and provided that:

- a) **Terms** – all sales shall be on commercially reasonable terms;
- b) **Deposit Proceeds** – all cash proceeds of sales shall immediately be deposited with the Credit Union; and
- c) **Apply Proceeds** – the proceeds of any such sales may, at the option of the Credit Union, be applied to the Obligations.

5. DEFAULT AND ENFORCEMENT

5.1 **Events of Default** – The happening of any one of the following events or conditions shall constitute an event of default hereunder (herein called an "Event of Default"):

- a) **Default** – if the Debtor shall make default in the observance or performance of something required to be done or some covenant or condition required to be observed or performed

in this Security Agreement or in any other agreement or instrument between the Debtor and the Credit Union;

- b) **Misrepresentation** – if any representation or warranty given by the Debtor, or if the Debtor is a corporation by any director or officer thereof, is untrue in any material respect;
- c) **Winding Up** – if the Debtor is a corporation and an order shall be made or a resolution passed for the winding-up of the Debtor, or if a petition shall be filed for the winding-up of the Debtor;
- d) **Death or Incompetency** – if the Debtor is an individual and the Debtor dies or is declared incompetent by a court of competent jurisdiction;
- e) **Bankruptcy** – if the Debtor shall commit or threaten to commit any act of bankruptcy or shall become insolvent or shall make an assignment or proposal under the *Bankruptcy and Insolvency Act* or a general assignment in favour of its creditors or a bulk sale of its assets, or if a bankruptcy petition shall be filed or presented against the Debtor;
- f) **Receiver, Etc.** – if any receiver, receiver-manager, trustee, custodian, liquidator or similar agent is appointed for the Debtor or for any of the Debtor's property;
- g) **Arrangement** – if the Debtor is a corporation and any proceedings with respect to the Debtor shall be commenced under the *Companies Creditors Arrangement Act*;
- h) **Execution etc.** – if any execution, sequestration, extent or any other process of any Court shall become enforceable against the Debtor or if a distress or analogous process shall be levied upon the Collateral or any part thereof;
- i) **Other Indebtedness** – if the Debtor shall permit any sum which has been admitted as due by the Debtor or is not disputed to be due by it and which forms or is capable of being made a charge upon any of the Collateral in priority to the security interests created by this Security Agreement to remain unpaid for thirty (30) days;
- j) **Cease Business** – if the Debtor shall cease or threaten to cease to carry on its business;
- k) **Default In Other Payment** – if the Debtor shall make default in payment of any indebtedness or liability to the Credit Union or any other person, whether secured hereby or not;
- l) **Material Adverse Change** – if a material adverse change occurs in the financial condition of the Debtor determined by the Credit Union in its sole and absolute discretion;
- m) **Impaired Ability or Security** – if the Credit Union in good faith and on commercially reasonable grounds believes that the ability of the Debtor to pay any of the Obligations to the Credit Union or to perform any of the covenants contained herein is impaired or any security granted by the Debtor to the Credit Union is or is about to be impaired or in jeopardy;
- n) **Change of Control** – if the Debtor is a corporation and if, in the opinion of the Credit Union, effective control of the Debtor changes.

5.2 **Acceleration** – If an Event of Default occurs the Credit Union, in its sole and absolute discretion, may declare all or any part of the Obligations (whether or not by its terms payable on demand) immediately due and payable, without any further demand or notice of any kind.

5.3 **Demand Obligations** – The Debtor agrees that the provisions of Sections 5.1 and 5.2 shall not affect the demand nature of any

TERMS AND CONDITIONS (continued)

indebtedness or obligations payable on demand and the Credit Union may demand payment of such indebtedness and obligations at any time without restriction, whether or not the Debtor has complied with the provisions of this Security Agreement or any other instrument between the Debtor and the Credit Union.

5.4 **Security Interests Enforceable** – The occurrence of an Event of Default shall cause the security interests created hereby to become enforceable without the need for any action or notice on the part of the Credit Union.

5.5 **Remedies of the Credit Union** – If the security interest created hereby shall become enforceable, the Credit Union may enforce its rights by any one or more of the following remedies:

- a) **Take Possession** – by taking possession of the Collateral or any part thereof, and collecting, demanding, suing, enforcing, recovering, receiving and otherwise getting in the same and for that purpose entering into and upon any lands, tenements, buildings, houses and premises wheresoever and whatsoever and to do any act and take any proceedings in the name of the Debtor, or otherwise, as the Credit Union shall deem necessary;
- b) **Court Appointed Receiver** – by proceedings in any court of competent jurisdiction for the appointment of a receiver or receiver-manager of all or any part of the Collateral;
- c) **Court Ordered Sale** – by proceedings in any court of competent jurisdiction for the sale or foreclosure of all or any part of the Collateral;
- d) **File Proofs of Claim** – by filing of proofs of claim and other documents to establish its claims in any proceeding or proceedings relating to the Debtor;
- e) **Appoint Receiver** - by appointment by instrument in writing of a receiver or receiver-manager of all or any part of the Collateral;
- f) **Sale or Lease** – by sale or lease by the Credit Union of all or any part of the Collateral (whether or not it has taken possession of the same); and
- g) **Other Remedies** – by any other remedy or proceeding authorized or permitted hereby or by law or equity (including all of the rights and remedies of a secured party under the *Personal Property Security Act* in effect from time to time);

and in exercising, delaying in exercising or failing to exercise, any such right or remedy the Credit Union shall not incur any liability to the Debtor.

5.6 **Power of Sale** – The provisions of Section 5.7(g) shall apply, mutatis mutandis, to a sale or lease of any of the Collateral by the Credit Union pursuant to Section 5.5(f).

5.7 **Receiver or Receiver-Manager** – Any time after the security interests hereby created shall have become enforceable, the Credit Union may from time to time appoint in writing any qualified person to be a Receiver or Receiver and Manager (hereinafter called the "Receiver") of the Collateral and may likewise remove any such person so appointed and appoint another qualified person in his stead. Any such Receiver appointed hereunder shall have the following powers:

- a) **Take Possession** – to take possession of the Collateral or any part thereof, and to collect and get in the same and for that purpose to enter into and upon any lands, tenements, buildings, houses and premises wheresoever and whatsoever and to do any act and take any proceedings in the name of the

Debtor, or otherwise, as the Receiver shall deem necessary;

- b) **Carry On Business** – if this Security Agreement creates security interests in substantially all of the Debtor's present and after-acquired personal property, to carry on or concur in carrying on the business of the Debtor (including, without limiting the generality of the powers herein contained, the payment of the obligations of the Debtor whether or not the same are due and the cancellation or amendment of any contracts between the Debtor and any other person) and the employment and discharge of such agents, managers, clerks, accountants, servants, workmen and others upon such terms and with such salaries, wages or remuneration as the Receiver thinks proper;
- c) **Repair** – to repair and keep in repair the Collateral or any part or parts thereof and to do all necessary acts and things for the protection of the Collateral;
- d) **Arrangements** – to make any arrangement or compromise which he shall think expedient in the interest of the Credit Union or the Debtor and to assent to any modification or change in or omission from the provisions of this Security Agreement;
- e) **Exchange** – to exchange any part or parts of the Collateral for any other property suitable for the purposes of the Debtor upon such terms as may seem expedient and either with or without payment or exchange of money or equality of exchange or otherwise;
- f) **Borrow** – to raise on the security of the Collateral or any part or parts thereof, by mortgage, charge or otherwise any sum of money required for the repair, insurance or protection thereof, or any other purposes herein mentioned, or as may be required to pay off or discharge any lien, charge or encumbrance upon the Collateral or any part thereof, which would or might have priority over the security interests hereby created;
- g) **Sell or Lease** – whether or not the Receiver has taken possession, to sell or lease or concur in the sale or leasing of any of the Collateral or any part or parts thereof after giving the Debtor not less than thirty (30) days' written notice of his intention to sell or lease and to carry any such sale or lease into effect by conveying, transferring, letting or assigning in the name of or on behalf of the Debtor or otherwise; and any such sale or lease may be made either at public auction or privately as the Receiver shall determine and any such sale or lease may be made from time to time as to the whole or any part or parts of the Collateral; and the Receiver may make any stipulations as to title or conveyance or commencement of title or otherwise which the Receiver shall deem proper; and the Receiver may buy in or rescind or vary any contract for the sale or lease of any of the Collateral or any part or parts thereof, and may resell and release without being answerable for any loss occasioned thereby; and the Receiver may sell or lease any of the same as to cash or part cash and part credit or otherwise as shall appear to be most advantageous and at such prices as can be reasonably obtained therefor and in the event of a sale or lease on credit neither he nor the Credit Union shall be accountable or charged with any monies until actually received.

5.8 **Liability of Receiver** – The Receiver appointed and exercising powers under the provisions hereof shall not be liable for any loss howsoever arising unless the same shall be caused by the Receiver's own negligence or wilful default, and the Receiver shall when so appointed be deemed to be the agent of the Debtor and the Debtor shall be solely responsible for the Receiver's acts and

TERMS AND CONDITIONS (continued)

defaults and for the Receiver's remuneration.

- 5.9 **Validity of Sale or Lease** – No purchaser at any sale and no lessee under any lease purporting to be made in pursuance of the power set forth in sections 5.5(f) and 5.7(g) shall be bound to see or enquire whether any Event of Default has occurred or continues or whether any notice required hereunder has been given or as to the necessity or expediency of the stipulations subject to which sale or lease shall have been made or otherwise as to the propriety of such sale or lease, or regularity of proceedings or be affected by notice that such default has been made or continues or notice given as aforesaid, or that the sale or lease is otherwise unnecessary, improper or irregular; and notwithstanding any impropriety or irregularity or notice thereof to such purchaser or lessee the sale or lease as regards such purchaser or lessee shall be deemed to be within the aforesaid power and be valid accordingly and the remedy (if any) of the Debtor in respect of any impropriety or irregularity whatsoever in any such sale or lease shall be in damages only.
- 5.10 **Proceeds of Disposition** – The proceeds of the sale, lease or other disposition of the whole or any part of the Collateral will be applied as follows:
- to pay and discharge all rents, taxes, rates, insurance premiums and out-goings affecting the Collateral;
 - to pay all costs and expenses of taking possession and/or sale or lease or otherwise (including the Receiver's remuneration, if any);
 - to pay such amounts as are necessary to keep in good standing all liens and charges on the Collateral prior to the security interests hereby created;
 - to pay the Obligations and any other monies due and payable hereunder (in such order as the Credit Union may require); and
 - should any surplus remain in the hands of the Receiver or the Credit Union then the Debtor shall be entitled to such surplus but only upon demand in writing made therefor.
- 5.11 **Deficiency** – If the proceeds of the realization of the Collateral are insufficient to fully pay to the Credit Union the Obligations, the Debtor shall forthwith pay such deficiency or cause it to be paid to the Credit Union.
- 5.12 **Waiver** – The Credit Union may waive any breach by the Debtor of any of the provisions contained in this Security Agreement or any Event of Default, provided always that no act or omission of the Credit Union shall extend to or be taken in any manner whatsoever to affect any subsequent breach or Event of Default or the rights resulting therefrom.
6. **NOTICES**
- 6.1 **Notices** – All demands or notices which may or are required to be given herein shall be in writing and shall be given personally by serving the same upon the party (or in the case of a corporation any officer of the party) to be served or by mail by posting the same by prepaid registered mail addressed to the respective address set out on page 1 or such other addresses as the parties may advise by notice in writing and any such demand or notice shall be deemed to have been received and effectively served, if mailed, on the third business day (excluding Saturday, Sunday and statutory holidays) following posting and if served personally, on the day of delivery.
- 6.2 **Delays** – In the event that, at the time a notice is mailed as provided in Section 6.1 or at any time during the period of three business

days (excluding Saturday, Sunday and statutory holidays) following such mailing, postal or airline or airport employees are engaged in a strike, work slowdown or other work stoppage at the place at which the notice is mailed or at the place to which the notice is mailed or at any point through which such notice must pass, such notice shall be deemed to have been given and received at the time when such notice would be received in the ordinary course of the mails, allowing for such strikes, work slowdown or other work stoppage.

7. GENERAL

- 7.1 **No Automatic Discharge** – This Security Agreement shall not be or be deemed to have been discharged by reason only of the Debtor ceasing to be indebted or under any liability, direct or indirect, absolute or contingent, to the Credit Union.
- 7.2 **Discharge** – If at any time there are no Obligations then in existence and the Debtor is not in default of any of the covenants, terms and provisos on the Debtor's part herein contained, then, at the request and at the expense of the Debtor and upon payment by the Debtor to the Credit Union of the Credit Union's standard discharge fee for discharging a security agreement the Credit Union shall cancel and discharge this Security Agreement and the security interests herein granted and the Credit Union shall execute and deliver to the Debtor all such documents as are required to effect such discharge.
- 7.3 **No Obligation to Advance** – The Debtor acknowledges and agrees that none of the preparation, execution or registration of notice of this Security Agreement shall bind the Credit Union to advance the monies hereby secured nor shall the advance of a part of the monies hereby secured bind the Credit Union to advance any unadvanced portion thereof.
- 7.4 **Security Additional** – The Debtor agrees that the security interests created by this Security Agreement are in addition to and not in substitution for any other security now or hereafter held by the Credit Union.
- 7.5 **Realization** – The Debtor acknowledges and agrees that the Credit Union may realize upon various securities securing the Obligations or any part thereof in such order as it may be advised and any such realization by any means upon any security or any part thereof shall not bar realization upon any other security or the security hereby constituted or any parts thereof.
- 7.6 **No Merger** – This Security Agreement shall not operate so as to create any merger or discharge of any of the Obligations, or any assignment, transfer, guarantee, lien, contract, promissory note, bill of exchange or security interest of any form held or which may hereafter be held by the Credit Union from the Debtor or from any other person whomsoever. The taking of a judgment with respect to any of the Obligations will not operate as a merger of any of the covenants contained in this Security Agreement.
- 7.7 **Extensions** – The Credit Union may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges, refrain from perfecting or maintaining perfection of security interests and otherwise deal with the Debtor, Account Debtors, sureties and others and with the Collateral and other security interests as the Credit Union may see fit without prejudice to the liability of the Debtor or the Credit Union's right to hold and realize on the security constituted by this Security Agreement.
- 7.8 **Assignment** – The Credit Union may, without notice to the Debtor, at any time assign, transfer or grant a security interest in this Security Agreement and the security interests hereby granted. The Debtor expressly agrees that the assignee, transferee or secured party,

TERMS AND CONDITIONS (continued)

as the case may be, shall have all of the Credit Union's rights and remedies under this Security Agreement and the Debtor will not assert any defence, counter-claim, right of set-off or otherwise any claim which the Debtor now has or hereafter acquires against the Credit Union in any action commenced by any such assignee, transferee or secured party, as the case may be, and will pay the Obligations to the assignee, transferee or secured party, as the case may be, as the Obligations become due.

- 7.9 **Appropriation of Payments** – Any and all payments made in respect of the Obligations from time to time and monies realized from any security interests held therefor (including monies collected in accordance with or realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Credit Union may see fit and the Credit Union may at all times and from time to time change any appropriation as the Credit Union may see fit.
- 7.10 **No Representations** – The Debtor acknowledges and agrees that the Credit Union has made no representations or warranties other than those contained in this Security Agreement.
- 7.11 **Use of Collateral by Debtor** – Save as provided in section 1.4, until an Event of Default occurs the Debtor shall be entitled to possess, operate, collect, use and enjoy the Collateral in any manner not inconsistent with the terms hereof.
- 7.12 **Modifications, Etc.** – No modification or amendment of this Security Agreement shall be effective unless in writing and executed by the Debtor and the Credit Union and no waiver of any of the provisions of this Security Agreement shall be effective unless in writing and signed by the party waiving the provision.
- 7.13 **Disclosure of Information** – The Debtor hereby consents to the Credit Union, in compliance or purported compliance with any statutory disclosure requirements, disclosing information about the Debtor, this Security Agreement, the Collateral and the Obligations to any person the Credit Union believes is entitled to such information and the Debtor acknowledges and agrees that the Credit Union may charge and retain a fee and its costs incurred in providing such information.

8. INTERPRETATION

- 8.1 **Incorporated Definitions** – In this Security Agreement words which are defined in the *Personal Property Security Act* of British Columbia which are not defined herein shall have the meaning set out in the *Personal Property Security Act*.
- 8.2 **Headings** – The headings in this Security Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Security Agreement.
- 8.3 **Severability** – If any provision contained in this Security Agreement shall be invalid or unenforceable the remainder of this Security Agreement shall not be affected thereby and each provision of this Security Agreement shall separately be valid and enforceable to the fullest extent permitted by law.
- 8.4 **Laws of British Columbia** – This Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia.
- 8.5 **Joint Obligations** – If more than one person constitutes the Debtor, the agreements of, and all obligations and covenants to be performed and observed by, the Debtor hereunder shall be the joint and several agreements, obligations and covenants of each of the persons comprising the Debtor and any request or authorization given to the Credit Union by any of the persons comprising the Debtor shall be deemed to be the joint and several requests or

authorizations of each of the persons comprising the Debtor.

- 8.6 **Included Words** – Whenever the singular or masculine is used in this Security Agreement the same shall be deemed to include the plural or the feminine or the body corporate where the context or the parties so require.
- 8.7 **Enurement** – This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

SCHEDULE A - SPECIFIC PROPERTY

N/A

INITIAL
TB
K

SCHEDULE B - PRIOR SECURITY INTERESTS

Royal Bank of Canada PPSA Security Agreement Base Reg. No. 214621J.

INITIAL
TB
K

SCHEDULE C - DEBTOR'S OTHER PLACE(S) OF BUSINESS

(in addition to address on page 1)

428-755 BARRARD STREET
VANCOUVER, BC V6Z 1X6

Other Locations of Collateral
(in addition to address on page 1)

INITIAL
Tb
R

SCHEDULE D - ADDITIONAL PROVISIONS

N/A

INITIAL
Tb
R

SCHEDULE E - EXCLUDED PROPERTY

N/A

INITIAL
Tb
K

This is Exhibit "O" referred to
in the Affidavit of
Jun Bi
affirmed before me at Vancouver, BC
this 5th day of June 2026

A Commissioner for taking Affidavits for
British Columbia



David M. Renwick, K.C.
 Todd C. Harvey*
 Benjamin J. Lorimer*
 Pamela Bakshi
 Jason Sangha
 Nathan P. Hildebrand
 Associate Counsel: W. Laurence Scott, K.C.

W. Martin Finch, K.C.*
 Cristen L. Gleeson, K.C.*
 Jesse A. Kaspro*
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 Raveena Walia

Trevin B. Rogers*
 Jordan A. Forsyth*
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 Dane Reavie
 Ajdin S. Masic
 Anisha Grewal

Adnan N. Habib*
 Jessie N. Ramsay*
 Lori H. Lam
 Meagan E. Abercrombie
 Jamie L. Turta
 Eric C. Rogers
 *Personal Law Corporation

May 5, 2026

Reply to:
 Our File No.
 Email:

Adnan N. Habib
 26-1126
 ahabib@bakernewby.com

**VIA COURIER, REGISTERED & REGULAR
 MAIL**

464 Eaglecrest Drive Limited Partnership
 Registered Office:
 Suite 428 – 755 Burrard Street
 Vancouver, BC V6Z 1X6

TCD Developments (Gibsons) Ltd.
 Registered Office:
 Suite 428 – 755 Burrard Street
 Vancouver, BC V6Z 1X6

Robert Chetner
 2827 W 43 Avenue
 Vancouver, BC V6N 3H9

Chetner Holdings Ltd.
 Registered Office:
 Suite 428 – 755 Burrard Street
 Vancouver, BC V6Z 1X6

464 Eaglecrest Drive Properties Ltd.
 Registered Office:
 Suite 428 – 755 Burrard Street
 Vancouver, BC V6Z 1X6

Kind Development Group Ltd.
 Registered Office:
 Suite 428 – 755 Burrard Street
 Vancouver, BC V6Z 1X6

Jun Bi
 3868 W 50th Avenue
 Vancouver, BC V6N 3V4

Junebee Real Properties Inc.
 Registered Office:
 3868 W 50th Avenue
 Vancouver, BC V6N 3V4

Dear Sirs/Mesdames:

Re: Offer of Credit dated October 20, 2021 and CreditMaster Construction Loan Agreement dated November 5, 2021 between First West Credit Union as lender, 464 Eaglecrest Drive Limited Partnership (“464 LP”) as borrower, and 464 Eaglecrest Drive Properties Ltd. (“464 Ltd”), TCD Developments (Gibsons) Ltd. (“TCD”), Kind Development Group Ltd. (“KDG”), Robert Chetner (“Chetner”) and Jun Bi (“Bi”) as indemnitors

Offer of Credit dated March 31, 2023 between First West Credit Union as lender, 464 LP as borrower, and 464 Ltd, TCD, KDG, Chetner and Bi as indemnitors

Commercial Loan Agreement dated March 31, 2023 between First West Credit Union as lender, 464 LP as borrower, and 464 Ltd, TCD, KDG, Chetner and Bi as indemnitors

Commercial Operating Loan Application and Agreement dated March 31, 2023 between First West Credit Union as lender, 464 LP as borrower, and 464 Ltd, TCD, KDG, Chetner and Bi as indemnitors



Commercial Security Agreement dated November 12, 2021 between First West Credit Union as lender and 464 LP as debtor

Commercial Security Agreement dated November 12, 2021 between First West Credit Union as lender and 464 Ltd as debtor

Commercial Security Agreement dated November 12, 2021 between First West Credit Union as lender and TCD as debtor

Commercial Security Agreement dated November 12, 2021 between First West Credit Union as lender and KDG as debtor

General Assignment of Contracts, Warranties, Licences and Permits dated November 12, 2021 between First West Credit Union as assignee, and 464 LP as assignor

Commercial Assignment of Credit Union Shares/Deposits between First West Credit Union as assignee, and 464 LP as assignor

Beneficiary Authorization and Charge Agreement dated November 12, 2021 between 464 LP as Beneficiary, 464 Ltd as Company, and First West Credit Union as Credit Union

Indemnity Agreement dated November 12, 2021 between First West Credit Union as lender, 464 LP as borrower, and 464 Ltd as indemnitor

Indemnity Agreement dated November 12, 2021 between First West Credit Union as lender, 464 LP as borrower, and TCD as indemnitor

Indemnity Agreement dated November 12, 2021 between First West Credit Union as lender, 464 LP as borrower, and KDG as indemnitor

Indemnity Agreement dated November 12, 2021 between First West Credit Union as lender, 464 LP as borrower, and Chetner as indemnitor

Indemnity Agreement dated November 12, 2021 between First West Credit Union as lender, 464 LP as borrower, and Bi as indemnitor

Debt Service and Cost Overrun Agreement between First West Credit Union as lender, 464 LP as borrower, and 464 Ltd as indemnitor

Debt Service and Cost Overrun Agreement between First West Credit Union as lender, 464 LP as borrower, and TCD as indemnitor

Debt Service and Cost Overrun Agreement between First West Credit Union as lender, 464 LP as borrower, and KDG as indemnitor

Debt Service and Cost Overrun Agreement between First West Credit Union as lender, 464 LP as borrower, and Chetner as indemnitor

Debt Service and Cost Overrun Agreement between First West Credit Union as lender, 464 LP as borrower, and Bi as indemnitor



Assignment and Postponement of Loans dated November 12, 2021 for loans owed by 464 Ltd to KDG, executed by KDG with acknowledgment from 464 Ltd

Assignment and Postponement of Loans dated November 12, 2021 for loans owed by TCD to KDG, executed by KDG with acknowledgment from TCD

Assignment and Postponement of Loans dated November 12, 2021 for loans owed by 464 Ltd to KDG, executed by KDG with acknowledgment from 464 Ltd

Assignment and Postponement of Loans dated November 12, 2021 for loans owed by KDG to Junebee Real Properties Inc., executed by Junebee Real Properties Inc. with acknowledgment from KDG

Assignment and Postponement of Loans dated November 12, 2021 for loans owed by KDG to Chetner Holdings Ltd., executed by Chetner Holdings Ltd. with acknowledgment from KDG

Mortgage and Assignment of Rents between First West Credit Union as lender and 464 Ltd as borrower and registered on March 18, 2022 under Nos. CA9795297 and CA9795298

We are the lawyers for Tru Cooperative Bank, formerly known as First West Credit Union.

We have been advised by our client that you have defaulted in your obligations to it. On behalf of our client, we hereby accelerate the balance due to our client under the above noted agreements and hereby demand payment of the following from all of you:

Principal & Accrued Interest - Mortgage Line #1	\$45,141,321.10
Principal & Accrued Interest – Mortgage Line #2	2,316,892.66
Principal & Accrued Interest – Line of Credit	868,661.11
Discharge Fee	750.00
Legal Fees	<u>6,573.38</u>
Total Liability as of May 1, 2026:	\$48,334,198.25

If we have not received payment of the above amount plus interest thereafter calculated to the date of payout by way of certified funds made payable to “Baker Newby LLP in trust” by 4:00 pm on May 19, 2026, we are instructed to commence legal proceedings without further notice.

We confirm that the interest on the above noted loan is subject to change daily and as such, ask that you contact our office to verify the amount owing on the date of payout.



Further, enclosed herewith for service upon you is a Form 86 Notice of Intention to Enforce a Security.

Yours very truly,

BAKER NEWBY LLP

Adnan Habib

Adnan N. Habib

ANH/mst
Enclosure
cc: client (via email)

FORM 86

NOTICE OF INTENTION TO ENFORCE A SECURITY

(Rule 124)

<p>TO: 464 Eaglecrest Drive Limited Partnership ("464 LP") Registered Office: Suite 428 – 755 Burrard Street Vancouver, BC V6Z 1X6</p> <p>TCD Developments (Gibsons) Ltd. ("TCD") Registered Office: Suite 428 – 755 Burrard Street Vancouver, BC V6Z 1X6</p> <p>Robert Chetner ("Chetner") 2827 W 43 Avenue Vancouver, BC V6N 3H9</p> <p>Chetner Holdings Ltd. Registered Office: Suite 428 – 755 Burrard Street Vancouver, BC V6Z 1X6</p>	<p>464 Eaglecrest Drive Properties Ltd. ("464 Ltd") Registered Office: Suite 428 – 755 Burrard Street Vancouver, BC V6Z 1X6</p> <p>Kind Development Group Ltd. ("KDG") Registered Office: Suite 428 – 755 Burrard Street Vancouver, BC V6Z 1X6</p> <p>Jun Bi ("Bi") 3868 W 50th Avenue Vancouver, BC V6N 3V4</p> <p>Junebee Real Properties Inc. Registered Office: 3868 W 50th Avenue Vancouver, BC V6N 3V4</p>
---	--

1. Tru Cooperative Bank formerly known as First West Credit Union, a secured creditor, intends to enforce its security on the insolvent person's property described below:

- a. PID: 030-982-421
LOT A DISTRICT LOT 1328 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP86390
- b. all of the debtors' presently owned or held and after acquired personal property wherever situate including but not limited to goods including inventory, equipment (equipment includes, without limitation, machinery, tools, apparatus, plants, furniture, fixtures, aircraft and vehicles of whatsoever nature and kind but excluding consumer goods), chattel paper, documents of title, instruments, intangibles, money, licences, crops and securities;
- c. with respect to 464 LP, all monies as may be on deposit to the credit of 464 LP with the First West Credit Union together with such shares as may be owned by 464 LP in First West Credit Union;
- d. with respect to 464 LP and TCD, funds of the debtors on deposit with First West Credit Union: proceeds: all of the debtors' present and after-acquired goods, securities, instruments, documents, of title, chattel paper, intangibles or money (as defined by the Personal Property Act of British Columbia) which are proceeds (as defined in the said Act) of collateral.
- e. with respect to KDG, all debts and liabilities, present and future, of every type and kind, including but not limited to all intangibles owed by 464 LP to KDG;
- f. with respect to KDG, all debts and liabilities, present and future, of every type and kind, including but not limited to all intangibles owed by TCD to KDG;

- g. with respect to KDG, all debts and liabilities, present and future, of every type and kind, including but not limited to all intangibles owed by 464 Ltd to KDG;
 - h. with respect to Chetner Holdings Ltd., all debts and liabilities, present and future, of every type and kind, including but not limited to all intangibles owed by KDG to Chetner Holdings Ltd; and
 - i. with respect to Junebee Real Properties Inc., all debts and liabilities, present and future, of every type and kind, including but not limited to all intangibles owed by KDG to Junebee Real Properties Inc.
2. The security that is to be enforced is in the following forms:
- a. Mortgage and Assignment of Rents between First West Credit Union as lender and 464 Ltd as borrower and registered March 18, 2022 under Nos. CA9795297 and CA9795298;
 - b. Commercial Security Agreement dated November 12, 2021 between First West Credit Union as lender and 464 LP as debtor;
 - c. Commercial Security Agreement dated November 12, 2021 between First West Credit Union as lender and 464 Ltd as debtor;
 - d. Commercial Security Agreement dated November 12, 2021 between First West Credit Union as lender and TCD as debtor;
 - e. Commercial Security Agreement dated November 12, 2021 between First West Credit Union as lender and KDG as debtor;
 - f. General Assignment of Contracts, Warranties, Licences and Permits dated November 12, 2021 between First West Credit Union as assignee, and 464 LP as assignor;
 - g. Commercial Assignment of Credit Union Shares/Deposits between First West Credit Union as assignee, and 464 LP as assignor; and
 - h. Beneficiary Authorization and Charge Agreement dated November 12, 2021 between First West Credit Union as credit union, 464 LP as beneficiary, and 464 Ltd as company
 - i. Assignment and Postponement of Loans dated November 12, 2021 for loans owed by 464 Ltd to KDG, executed by KDG with acknowledgment from 464 Ltd;
 - j. Assignment and Postponement of Loans dated November 12, 2021 for loans owed by TCD to KDG, executed by KDG with acknowledgment from TCD;
 - k. Assignment and Postponement of Loans dated November 12, 2021 for loans owed by 464 Ltd to KDG, executed by KDG with acknowledgment from 464 Ltd;

- l. Assignment and Postponement of Loans dated November 12, 2021 for loans owed by KDG to Chetner Holdings Ltd., executed by Chetner Holdings Ltd. with acknowledgment from KDG; and
 - m. Assignment and Postponement of Loans dated November 12, 2021 for loans owed by KDG to Junebee Real Properties Inc., executed by Junebee Real Properties Inc. with acknowledgment from KDG.

(the "Security").
3. The total amount of indebtedness secured by the Security as of May 1, 2026 is **\$48,334,198.25** with interest continuing at the rates indicated in the Security.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at the City of Abbotsford, in the Province of British Columbia, this 5th day of May, 2026.


Tru Cooperative Bank, formerly known as
First West Credit Union

Per:

Adnan Habib

Adnan N. Habib

This is Exhibit "P" referred to
in the Affidavit of
Jun Bi
affirmed before me at Vancouver, BC
this 5th day of June 2026



A Commissioner for taking Affidavits for
British Columbia

464 EAGLECREST DRIVE PROPERTIES LTD.

A Canadian-Controlled Private Corporation

FINANCIAL INFORMATION

December 31, 2025

GBCO

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Note to Financial Information	4



300-2000 West 12th Ave
Vancouver, BC V6J 2G2
604 736.6581
gbc.ca

COMPILATION ENGAGEMENT REPORT

To the management of 464 Eaglecrest Drive Properties Ltd.

On the basis of information provided by management, we have compiled the balance sheet of 464 Eaglecrest Drive Properties Ltd. as at December 31, 2025, the statement of loss and deficit for the year then ended, and note 1, which describes the basis of accounting applied in the preparation of the compiled financial information ("financial information").

Management is responsible for the accompanying financial information, including the accuracy and completeness of the underlying information used to compile it and the selection of the basis of accounting.

We performed this engagement in accordance with Canadian Standard on Related Services (CSRS) 4200, Compilation Engagements, which requires us to comply with relevant ethical requirements. Our responsibility is to assist management in the preparation of the financial information.

We did not perform an audit engagement or a review engagement, nor were we required to perform procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an audit opinion or a review conclusion, or provide any form of assurance on the financial information.

Readers are cautioned that the financial information may not be appropriate for their purposes.

Galloway Botteselle & Company

Chartered Professional Accountants
Vancouver, BC
March 20, 2026

464 EAGLECREST DRIVE PROPERTIES LTD.

STATEMENT OF LOSS AND DEFICIT
For the year ended December 31, 2025

	2025	%	2024	%
Expenses				
Bank charges and interest	\$ 27		\$ 26	
Professional services	460		1,090	
	487		1,116	
Loss	(487)		(1,116)	
Deficit, beginning of year	(195,328)		(194,212)	
Deficit, end of year	\$ (195,815)		\$ (195,328)	

See accompanying note

464 EAGLECREST DRIVE PROPERTIES LTD.

BALANCE SHEET

As at December 31, 2025

	2025	2024
ASSETS		
Current		
Cash	\$ 241	\$ 196
GST receivable	-	40
	241	236
Investments	1	1
	\$ 242	\$ 237
LIABILITIES		
Current		
Accounts payable and accrued liabilities	\$ 649	\$ 840
Due to related companies	195,398	194,715
	196,047	195,555
SHARE CAPITAL AND DEFICIT		
Share capital	10	10
Deficit	(195,815)	(195,328)
	(195,805)	(195,318)
	\$ 242	\$ 237

See accompanying note

Approved:


 _____ Director
 KiND Development Group Ltd.
 Per: Rob Chetner

DocuSigned by:

 _____ Director
 KiND Development Group Ltd.
 Per: Jun Bi

464 EAGLECREST DRIVE PROPERTIES LTD.

NOTE TO FINANCIAL INFORMATION

December 31, 2025

1. Basis of accounting

The basis of accounting applied in the preparation of the balance sheet of 464 Eaglecrest Drive Properties Ltd. as at December 31, 2025 and the statement of loss and deficit for the year then ended, reflects cash transactions with the addition of:

- ◆ investments in related entities at cost plus accrued income
- ◆ accounts payable and accrued liabilities
- ◆ amounts due to/from related entities at cost
- ◆ current income taxes payable as at the reporting date

464 Eaglecrest Drive Properties Ltd.
#301-5455 West Boulevard
Vancouver, BC V6M 3W5

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Galloway Botteselle & Company LLP
Chartered Professional Accountants
300 - 2000 West 12th Avenue
Vancouver, BC V6J 2G2

Dear Sirs/Madams:

We are providing this letter in connection with your preparation of the financial information of 464 Eaglecrest Drive Properties Ltd. for the year ended December 31, 2025. We confirm the following:

1. You have explained to us your limited involvement with the engagement, that you compiled the financial information based on information we presented to you and have not audited or reviewed, and have expressed no assurance thereon of the information presented.
2. We have reviewed and approved all:
 - journal entries prepared or changed by you,
 - account codes determined or changed by you,
 - transactions classified by you, and
 - accounting records prepared or changed by you.
3. We have selected the basis of accounting to be applied in the preparation of the compiled financial information that is appropriate for the intended use and you have explained to us that the financial information may not be suitable for use by persons other than our management and Canada Revenue Agency.
4. We have obtained all consents that are required under applicable privacy legislation for the collection, use, and disclosure to you of personal information.

Further, we confirm, to the best of our knowledge and belief, the following representations made by us to you during your compilation of the financial information:

1. All accounting and financial records and related data of 464 Eaglecrest Drive Properties Ltd. have been made available to you, and you have been made aware of and given access to outside sources of information where applicable.
2. All information necessary to compile the financial information has been disclosed to you.
3. No events have occurred or are pending, and no facts have been discovered to date, which would cause the financial information to be misleading.
4. We have reviewed the financial information and we acknowledge sole responsibility for their content.
5. The financial information disclose all significant assets, liabilities, revenues, and expenses of 464 Eaglecrest Drive Properties Ltd.
6. We will attach the compilation engagement report when distributing or reproducing the compiled financial information.
7. The Company's shareholders have waived the appointment of an auditor for the current fiscal year.

Confirmed: March 20, 2026



KiND Development Group Ltd.
per: Robert Chetner

DocuSigned by:


KiND Development Group Ltd.
per: Jun Bi



Canada Revenue Agency

Agence du revenu du Canada

135

Protected B when completed

Information Return for Corporations Filing Electronically

- Do not send this form to the Canada Revenue Agency (CRA) unless we ask for it. We will not keep or return this form.
- Complete this return for every initial and amended T2 Corporation Income Tax Return electronically filed with the CRA on your behalf.
- By filling out Part 2 and signing Part 3, you acknowledge that, under the federal Income Tax Act, you have to keep all records used to prepare your T2 return and provide this information to us on request.
- Part 4 must be filled out by either you or the electronic transmitter of your T2 return.
- Give the signed original of this return to the transmitter and keep a copy in your own records for six years.
- We are responsible for ensuring the confidentiality of your electronically filed tax information only after we have accepted your return.

Part 1 – Identification

Corporation's name 464 Eaglecrest Drive Properties Ltd.						Business number 7 5 1 3 3 9 7 2 2 R C 0 0 0 1 1						
Tax year start	Year	Month	Day	Tax year-end	Year	Month	Day	Is this an amended return? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
	2	0	2	5	0	1	0	1				
Email address: _____												
Most notices and other correspondence are delivered electronically to My Business Account by default, except when a corporation has changed its delivery preference to receive paper mail. By providing an email address, you are registering the corporation to receive email notifications from the CRA. The CRA will notify the corporation at the email address provided when new correspondence is available in My Business Account and may require immediate attention. For more information, see canada.ca/cra-business-email-notifications .												

Part 2 – Declaration

Enter the following amounts, if applicable, from the T2 return for the tax year noted in Part 1:

Net income or loss for income tax purposes from Schedule 1, financial statements, or General Index of Financial Information (GIFI) (line 300)	(488)
Part I tax payable (line 700)	_____
Part II.2 tax payable (line 705)	_____
Part III.1 tax payable (line 710)	_____
Part IV tax payable (line 712)	_____
Part IV.1 tax payable (line 716)	_____
Part VI tax payable (line 720)	_____
Part VI.1 tax payable (line 724)	_____
Part XIV tax payable (line 728)	_____
Net provincial and territorial tax payable (line 760)	_____
Total tax payable (line 770)	_____

Part 3 – Certification and authorization

I, Chetner Last name Robert First name Director Position, office, or title

am an authorized signing officer of the corporation. I certify that I have examined the *T2 Corporation Income Tax Return*, including accompanying schedules and statements, and that the information given on the T2 return and this T183 Corp information return is, to the best of my knowledge, correct and complete. I also certify that the method of calculating income for this tax year is consistent with that of the previous tax year except as specifically disclosed in a statement attached to this return.

I authorize the transmitter identified in Part 4 to electronically file the *T2 Corporation Income Tax Return* identified in Part 1. The transmitter can also modify the information originally filed in response to any errors Canada Revenue Agency identifies. This authorization expires when the Minister of National Revenue accepts the electronic return as filed.

Signature of an authorized signing officer of the corporation (604) 675-9888 Telephone number _____ Year Month Day HH MM SS

The CRA will accept an electronic signature if it is applied in accordance with the guidance specified by the CRA.

Part 4 – Transmitter identification


The following transmitter has electronically filed the T2 return of the corporation identified in Part 1.

Galloway Botteselle & Company LLP Name of person or firm A0633 Electronic filer number

Privacy notice

Personal information is collected and used to administer or enforce the Income Tax Act and related programs and activities including administering tax, benefits, audit, compliance, and collection. The information collected may be disclosed to other federal, provincial, territorial, aboriginal or foreign government institutions to the extent authorized by law. Failure to provide this information may result in paying interest or penalties, or in other actions. Under the Privacy Act, individuals have a right of protection, access to and correction of their personal information, and to file a complaint with the Privacy Commissioner of Canada regarding the handling of their personal information. Refer to Personal Information Bank CRA PPU 047 and CRA PPU 211 on Info Source at canada.ca/cra-information-about-programs.

This is Exhibit "Q" referred to
in the Affidavit of
Jun Bi
~~affirmed before me at Vancouver, BC~~
this 5th day of June 2026



A ~~Commissioner for taking Affidavits for~~
British Columbia

**464 EAGLECREST DRIVE
LIMITED PARTNERSHIP**

A Partnership

FINANCIAL INFORMATION

December 31, 2025

GBCO

INDEX TO FINANCIAL INFORMATION

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Statement of Loss	2
Balance Sheet	3
Statement of Partners' Equity	4
Notes to Financial Information	5



300-2000 West 12th Ave
Vancouver, BC V6J 2G2
604 736.6581
gbco.ca

COMPILATION ENGAGEMENT REPORT

To the management of 464 Eaglecrest Drive Limited Partnership

On the basis of information provided by management, we have compiled the balance sheet of 464 Eaglecrest Drive Limited Partnership as at December 31, 2025, the statements of loss and partners' equity for the year then ended, and note 1, which describes the basis of accounting applied in the preparation of the compiled financial information ("financial information").

Management is responsible for the accompanying financial information, including the accuracy and completeness of the underlying information used to compile it and the selection of the basis of accounting.

We performed this engagement in accordance with Canadian Standard on Related Services (CSRS) 4200, Compilation Engagements, which requires us to comply with relevant ethical requirements. Our responsibility is to assist management in the preparation of the financial information.

We did not perform an audit engagement or a review engagement, nor were we required to perform procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an audit opinion or a review conclusion, or provide any form of assurance on the financial information.

Readers are cautioned that the financial information may not be appropriate for their purposes.

Galloway Botteselle & Company

Chartered Professional Accountants
Vancouver, BC
March 20, 2026

464 EAGLECREST DRIVE LIMITED PARTNERSHIP

STATEMENT OF LOSS

For the year ended December 31, 2025

	2025	2024
Revenue	\$ 325,328	\$ 1,385,561
Expenses	327,677	1,385,561
Loss	\$ (2,349)	\$ -

See accompanying notes

464 EAGLECREST DRIVE LIMITED PARTNERSHIP


BALANCE SHEET

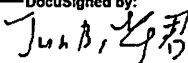
As at December 31, 2025

	2025	2024
ASSETS		
Current		
Cash	\$ 777,143	\$ 1,786,662
Accounts receivable	134,925	-
Deposits and prepaid expenses	39,857	53,215
GST receivable	6,847	178,203
	958,772	2,018,080
Property under development (note 3)	85,645,351	71,237,371
Deferred expenses	626,681	849,863
	\$ 87,230,804	\$ 74,105,314
LIABILITIES		
Current		
Accounts payable and accrued liabilities	\$ 3,370,869	\$ 3,000,847
Loans payable	1,714,780	1,714,780
	5,085,649	4,715,627
Due to related companies	17,027,870	12,920,860
Long-term debt	53,864,698	45,213,891
	75,978,217	62,850,378
PARTNERS' EQUITY	11,252,587	11,254,936
	\$ 87,230,804	\$ 74,105,314

See accompanying notes

Approved:


 _____ Partner
 TCD Developments (Gibsons) Ltd.
 Per: Robert Chetner

DocuSigned by:

 _____ Partner
 TCD Developments (Gibsons) Ltd.
 Per: Jun Bi

464 EAGLECREST DRIVE LIMITED PARTNERSHIP
 STATEMENT OF PARTNERS' EQUITY
 For the year ended December 31, 2025

	Eaglecrest Ltd.	Junebee	Chetner Holdings	TCD Gibsons	Total 2025	Total 2024
Balance, beginning of year	\$ 1	\$ 11,154,925	\$ 100,000	\$ 10	\$ 11,254,936	\$ 11,254,936
Share of loss	-	(2,328)	(21)	-	(2,349)	-
Balance, end of year	\$ 1	\$ 11,152,597	\$ 99,979	\$ 10	\$ 11,252,587	\$ 11,254,936

See accompanying notes

464 EAGLECREST DRIVE LIMITED PARTNERSHIP

NOTES TO FINANCIAL INFORMATION

December 31, 2025

1. Basis of accounting

The basis of accounting applied in the preparation of the balance sheet of 464 Eaglecrest Drive Limited Partnership as at December 31, 2025 and the statements of loss and partners' equity for the year then ended, reflects cash transactions with the addition of:

- ◆ amounts receivable
- ◆ deposits and prepaid expenses
- ◆ costs capitalized to inventory and deferred expenses and subsequently expensed once the project is complete
- ◆ accounts payable and accrued liabilities
- ◆ amounts due to the limited partners and related entities at estimated amounts to be paid
- ◆ loans payable at amortized cost
- ◆ long-term debt at amortized cost

2. General information

These financial statements cover the 464 Eaglecrest Drive Limited Partnership (the "Partnership"). The Partnership is governed by a Limited Partnership agreement dated August 22, 2018 and subsequently amended and restated agreement dated July 9, 2021. The Limited Partners are 464 Eaglecrest Drive Properties Ltd. ("Eaglecrest Ltd"), Junebee Real Properties Inc. ("Junebee") and Chetner Holdings Ltd. ("Chetner Holdings"). The General Partner is TCD Developments (Gibsons) Ltd. ("TCD Gibsons").

3. Property under development

The Partnership is developing property for re-sale located at 464 Eaglecrest Drive, Gibsons, BC (the "Property"). Amounts comprise land, development, construction and carrying costs incurred to date.

464 Eaglecrest Drive Limited Partnership
#301-5455 West Boulevard
Vancouver, BC V6M 3W5

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Galloway Botteselle & Company LLP
Chartered Professional Accountants
300 - 2000 West 12th Avenue
Vancouver, BC V6J 2G2

Dear Sirs/Madams:

We are providing this letter in connection with your preparation of the financial information of 464 Eaglecrest Drive Limited Partnership for the year ended December 31, 2025. We confirm the following:

1. You have explained to us your limited involvement with the engagement, that you compiled the financial information based on information we presented to you and have not audited or reviewed, and have expressed no assurance thereon of the information presented.
2. We have reviewed and approved all:
 - journal entries prepared or changed by you,
 - account codes determined or changed by you,
 - transactions classified by you, and
 - accounting records prepared or changed by you.
3. We have selected the basis of accounting to be applied in the preparation of the compiled financial information that is appropriate for the intended use and you have explained to us that the financial information may not be suitable for use by persons other than our management and Canada Revenue Agency.
4. We have obtained all consents that are required under applicable privacy legislation for the collection, use, and disclosure to you of personal information.

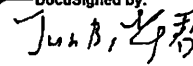
Further, we confirm, to the best of our knowledge and belief, the following representations made by us to you during your compilation of the financial information:

1. All accounting and financial records and related data of 464 Eaglecrest Drive Limited Partnership have been made available to you, and you have been made aware of and given access to outside sources of information where applicable.
2. All information necessary to compile the financial information has been disclosed to you.
3. No events have occurred or are pending, and no facts have been discovered to date, which would cause the financial information to be misleading.
4. We have reviewed the financial information and we acknowledge sole responsibility for their content.
5. The financial information disclose all significant assets, liabilities, revenues, and expenses of 464 Eaglecrest Drive Limited Partnership
6. We will attach the compilation engagement report when distributing or reproducing the compiled financial information.
7. The partners have waived the appointment of an auditor for the current fiscal year.

Confirmed: March 20, 2026



TCD Developments (Gibsons) Ltd.
per: Robert Chetner

DocuSigned by:


TCD Developments (Gibsons) Ltd.
per: Jun Bi



Canada Revenue Agency

Agence du revenu du Canada

Partnership Financial Return

146
T5013 Financial

Protected B
when completed

Complete this financial return using the instructions in the T4068, Guide for the Partnership Information Return (T5013 Forms). You can file this return electronically without a web access code using the "File a return" service in My Business Account and to authorized representatives and employees through Represent a Client. To access My Business Account and Represent a Client, go to canada.ca/cra-sign-in-services.

Unless otherwise stated, all legislative references are to the Income Tax Act.

055 For internal use only.

Identification	
Partnership's account number: 001 738590488 RZ0001	Is this an amended return? 040 1 Yes <input type="checkbox"/> 2 No <input checked="" type="checkbox"/>
Partnership's name: 006 464 Eaglecrest Drive Limited Partnership	Fiscal period to which this information return applies: Fiscal period start Fiscal period end ¹ From 060 2,0,2,5 0,1 0,1 to 061 2,0,2,5 1,2 3,1
Partnership operating or trading name: 008 009	¹ If you answer Yes to question 078 below, enter the date when the partnership ceased to exist.
Location of the partnership head office Has this location changed since the last time you filed a partnership information return? 010 1 Yes <input type="checkbox"/> 2 No <input checked="" type="checkbox"/> If you answered Yes to line 010, enter the address of the new location on lines 011 to 018: 011 012	062 The end members of this partnership are (tick the applicable boxes): 01 <input type="checkbox"/> Individuals (including trusts) 02 <input checked="" type="checkbox"/> Corporations
City Province, territory or state 015 016	Is this the first year of filing? 070 1 Yes <input type="checkbox"/> 2 No <input checked="" type="checkbox"/> If Yes, enter the date the partnership was created: 071 _____ Year Month Day
Country Postal or ZIP code 017 018	Number of T5013 slips: 073 _____ 4
Mailing address of the partnership (if different from the head office address) Has this address changed since the last time you filed a partnership information return? 020 1 Yes <input type="checkbox"/> 2 No <input checked="" type="checkbox"/> If you answered Yes to line 020, enter the new mailing address on lines 021 to 028: 021 c/o _____ 023 024	Is this the partnership's final information return up to dissolution? 078 1 Yes <input type="checkbox"/> 2 No <input checked="" type="checkbox"/> If an election was made under section 261 by one or more partners, state the functional currency code used for this return: 079 _____
City Province, territory or state 025 026	Was the partnership a Canadian partnership throughout the fiscal period? 082 1 Yes <input checked="" type="checkbox"/> 2 No <input type="checkbox"/>
Country Postal or ZIP code 027 028	086 Type of partnership at the end of the fiscal period Non tax shelter Tax shelter (TS) <input type="checkbox"/> 01 General partnership <input type="checkbox"/> 11 General partnership <input checked="" type="checkbox"/> 02 Limited partnership <input type="checkbox"/> 12 Limited partnership <input type="checkbox"/> 03 Limited liability partnership <input type="checkbox"/> 13 Co-ownership <input type="checkbox"/> 08 Investment club <input type="checkbox"/> 19 Other (specify below)
Location of the partnership's books and records: (if different from the head office address) Has this location changed since the last time you filed a partnership information return? 030 1 Yes <input type="checkbox"/> 2 No <input checked="" type="checkbox"/> If Yes, enter the address of the new location on lines 031 to 038: 031 032	If the partnership is a tax shelter (TS), enter the TS identification number: 087 TS _____
City Province, territory or state 035 036	
Country Postal or ZIP code 037 038	

Documents required to be attached to this T5013 FIN, Partnership Financial Return

- Form T5013 SUM, Summary of Partnership Income
- A copy of each T5013, Statement of Partnership Income slip issued to partners and nominees or agents
- T5013 SCH 1, Net Income (Loss) for Income Tax Purposes²
² If you are an inactive partnership, see line 280 in Guide T4068 for more information.
- T5013 SCH 50, Partner's Ownership and Account Activity

The General Index of Financial Information (GIFI) schedules

- T5013 SCH 100, Balance Sheet Information
- T5013 SCH 125, Income Statement Information
- T5013 SCH 140, Summary Statement (located at the bottom of page 2 of T5013 SCH 125 and used when more than one T5013 SCH 125 is filed)
- T5013 SCH 141, General Index of Financial Information (GIFI) – Additional Information (not required for investment clubs)

Answer the following questions. For each affirmative answer, attach the related schedule or form to the partnership return, unless otherwise instructed.

- At any time during the fiscal period, was the partnership a member (directly, or indirectly through one or more partnerships) of another partnership? **150** Yes No T5013 SCH 9
- Has the partnership had any transactions, including sections 97 and 98, and subsection 85(2) transfers with its members or employees, other than transactions in the ordinary course of business? Exclude non-arm's length transactions with non-residents. **162** Yes No T2058 T2059 and/or T2060
- Did the partnership have a total amount over \$1 million of reportable transactions with non-arm's length non-residents? **171** Yes No T106
- Is the partnership required to file Form T1134 in respect of any foreign affiliates in the fiscal period? **172** Yes No T1134
- Has the partnership made any charitable donations, gifts of cultural or ecological property, or federal, provincial, territorial, or municipal political contributions? **202** Yes No T5013 SCH 2
- Does the partnership have a permanent establishment in more than one jurisdiction? **205** Yes No T5013 SCH 5
- Has the partnership realized any capital gains or incurred any capital losses during the fiscal period? **206** Yes No T5013 SCH 6
- Does the partnership have any property that is eligible for capital cost allowance? **208** Yes No T5013 SCH 8
- Does the partnership have any resource-related deductions (excluding renounced expenditures)? **212** Yes No T5013 SCH 12
- Is the partnership allocating any investment tax credits (ITCs) other than the specific ITCs mentioned below that have their own schedule? If Yes, attach a document to this return providing a detailed calculation of the partnership's ITCs and their allocation to one or more partners. **231** Yes No Calculation and allocation
- Did the partnership incur any scientific research and experimental development (SR&ED) expenditures? **232** Yes No T661
- Does the partnership have a corporation or trust as a member or deemed to be a member under subsection 18.2(12) and interest and financing expenses or interest and financing revenues in the fiscal period? **233** Yes No T5013 SCH 130
A partnership that is exempt from filing T5013 SCH 130 because it meets the conditions on canada.ca/cra-efel should answer No to question 233.
- Did the partnership allocate renounced resource expenses to its members? **252** Yes No T5013 SCH 52
- Did the partnership own or hold specified foreign property where the total cost amount of all such property, at any time in the fiscal period, was more than CAN\$100,000? **259** Yes No T1135
- Is the partnership allocating any Canadian journalism labour tax credits? **260** Yes No T5013 SCH 58
- Is the partnership allocating any return of fuel charge proceeds to farmers tax credits? **261** Yes No T5013 SCH 63
- Is the partnership allocating any carbon capture, utilization and storage (CCUS) ITC, labour requirements addition to tax, or Part XII.7 tax? **263** Yes No T5013 SCH 78
- Is the partnership allocating any clean technology ITC, labour requirements addition to tax, or recapture of clean technology ITC? **264** Yes No T5013 SCH 75
- Is the partnership allocating any clean technology manufacturing (CTM) ITC or recapture of CTM ITC? **265** Yes No T5013 SCH 76
- Is the partnership allocating any clean hydrogen ITC, labour requirements addition to tax, or recapture or recovery of clean hydrogen ITC? **266** Yes No T5013 SCH 74

Additional information

Did the partnership use the international financial reporting standards (IFRS) when it prepared its financial statements? 270 Yes No

Was a slip issued to one or more nominees or agents? 271 Yes No

Does the partnership agreement require that the nominee(s) or agent(s) complete and file any of the documents identified on page 2? 272 Yes No

Does the partnership have one or more new nominees or agents? 273 Yes No

Did the partnership allocate any amount of income tax deducted at source? 274 Yes No

Did the partnership make any other election(s) under the Act during the fiscal period? If Yes, attach a copy of each election form to this return. 275 Yes No

Is this partnership the continuation of one or more predecessor partnerships since its last partnership information return was filed? 277 Yes No

If you answered Yes to line 277, provide the business number(s) of the predecessor partnership(s): 278
..... 279

Was the partnership inactive throughout the fiscal period this information return applies to? If Yes, see guide T4068 to verify your filing requirements. 280 Yes No

Did members of the partnership immigrate to Canada during the fiscal period? 291 Yes No

Did members of the partnership emigrate from Canada during the fiscal period? 292 Yes No

If the major business activity is construction, did you have any subcontractors during the fiscal period? 295 Yes No

Did the partnership report its farming or fishing income using the cash method? 296 Yes No

Is this a publicly traded partnership? 297 Yes No

If you answered Yes to line 297, did the partnership issue T5008 information slips to report transactions of interests in the partnership? 298 Yes No

Miscellaneous information

Was an NR4 information return for tax deductions withheld at source filed for the fiscal period? 301 Yes No

If Yes, provide the non-resident account number 302

If you answered Yes to 301, were NR4 slips issued? 303 Yes No

Is this partnership a Specified Investment Flow-Through (SIFT) partnership? 304 Yes No

If Yes, enter the taxable non-portfolio earnings for the fiscal period 305

If Yes, enter the tax payable under Part IX.1 for the fiscal period 306

Enter the amount of the late-filing penalty from line 307 of the T5013 SCH 52, Summary Information for Partnerships that Allocated Renounced Resource Expenses to their Members 307

Amount of payment enclosed with this return 308

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Additional information for all partnerships (including tax shelters that are partnerships)

Name and identification number of the partner designated under subsection 165(1.15) of the Act

400

Name of designated partner

402

Identification number

Additional information for tax shelters only

Principal promoter

500

Last name (print)

501

First name (print)

502

Identification number

Certification

I, 950 Chetner

Last name (print)

951 Robert

First name (print)

954 Partner

Position or title

certify that the information given on this information return and in any attached document is correct and complete. I also certify that the method of calculating income, deductions and credits for this fiscal period is consistent with that of the previous fiscal period except as noted in a statement attached to this return.

955 2026/03/20

Date (YYYY/MM/DD)

Signature of the authorized partner

956 (778) 960-8060

Telephone number

Language of correspondence

Indicate your language of correspondence:

990

English

French

Privacy notice

Personal information (including the SIN) is collected and used to administer or enforce the Income Tax Act and related programs and activities including administering tax, benefits, audit, compliance, and collection. The information collected may be disclosed to other federal, provincial, territorial, aboriginal or foreign government institutions to the extent authorized by law. Failure to provide this information may result in paying interest or penalties, or in other actions. Under the Privacy Act, individuals have a right of protection, access to and correction of their personal information, and to file a complaint with the Privacy Commissioner of Canada regarding the handling of their personal information. Refer to Personal Information Bank CRA PPU 224 on Info Source at canada.ca/cra-info-source.



Summary of Partnership Income

150
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T5013
Summary

Fill out this summary and the related slips using the instructions in Guide T4068, Guide for the Partnership Information Return (T5013 Forms).

The partnership information return is made up of three parts:

- T5013 FIN, Partnership Financial Return
- All the T5013 schedules the partnership has to file, depending on its fiscal situation
- T5013, Statement of Partnership Income, slips and this summary

If you make certain payments to a non-resident of Canada, the amounts must be reported on an NR4 return. For more information, see Guide T4061, NR4 – Non-Resident Tax Withholding, Remitting and Reporting.

For more information on filing the partnership information return, go to canada.ca/t5013-filing-requirements.

Do not use this area.

50		1616
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Part 1 – Identification

Partnership's account number 7 3 8 5 9 0 4 8 8 R Z 0 0 0 1		Fiscal period-start	Year 2 0 2 5	Month 0 1	Day 0 1	Fiscal period-end	Year 2 0 2 5	Month 1 2 3 1	Day 1
Name of the partnership 464 Eaglecrest Drive Limited Partnership								Postal or Zip code V6M 3W5	
Are you a nominee or an agent? (If yes, provide the following information) <input type="checkbox"/> Yes <input type="checkbox"/> No									
Nominee or agent's account number R Z				Name of the nominee or agent				Postal or Zip code	
Is the partnership a tax shelter? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No									
If yes, enter the tax shelter identification number (TS)								T S	

Part 2 – Totals from T5013 slips

Total number of T5013 information slips attached	009	4
Total limited partner's business income (loss)	010	
Total business income (loss)	020	
Total capital gains (losses)	030	
Capital cost allowance	040	
Fill out the six boxes below using the information found on the T5013 slips		
Canadian and foreign net rental income (loss)	110	
Professional income (loss)	120	
Renounced Canadian exploration expenses	190	
Renounced Canadian development expenses	191	
Expenses qualifying for an ITC*	194	
Total carrying charges	210	

* Line 194 is the total of all the amounts in boxes 194 and 239 of all the T5013 slips.

Part 3 – Contact information

076 Person to contact about this summary Jen Kuo	078 Telephone number (604) 568-8488	Extension
---	--	-----------

Part 4 – Certification

I certify that the information given in this summary and the related summary and slips is correct and complete.

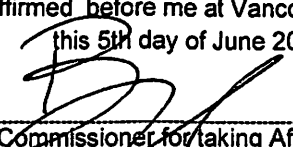
2 0 2 6 0 3 2 0 Year Month Day	DocuSigned by: 0470E1AD0929485... Signature of authorized person	Partner Position or office
---	--	-------------------------------

Prepared by	Year Month Day
-------------	--------------------------

Part 5 – Privacy notice

Personal information is collected to administer or enforce the Income Tax Act and related programs and activities including administering tax, benefits, audit, compliance, and collection. The information collected may be used or disclosed for the purposes of other federal acts that provide for the imposition and collection of a tax or duty. It may also be disclosed to other federal, provincial, territorial, or foreign government institutions to the extent authorized by law. Failure to provide this information may result in paying interest or penalties, or in other actions. Under the Privacy Act, individuals have a right of protection, access to and correction of their personal information, or to file a complaint with the Privacy Commissioner of Canada regarding the handling of their personal information. Refer to Personal Information Bank CRA PPU 224 on information about Programs and Information Holdings at canada.ca/cra-information-about-programs.

This is Exhibit "R" referred to
in the Affidavit of
Jun Bi
affirmed before me at Vancouver, BC
this 5th day of June 2026



A Commissioner for taking Affidavits for
British Columbia

TCD DEVELOPMENTS (GIBSONS) LTD.

A Canadian-Controlled Private Corporation

FINANCIAL INFORMATION

December 31, 2025

GBCO

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GBCO

300-2000 West 12th Ave
Vancouver, BC V6J 2G2
604 736.6581
gbco.ca

COMPILATION ENGAGEMENT REPORT

To the management of TCD Developments (Gibsons) Ltd.

On the basis of information provided by management, we have compiled the balance sheet of TCD Developments (Gibsons) Ltd. as at December 31, 2025, the statement of earnings and deficit for the year then ended, and note 1, which describes the basis of accounting applied in the preparation of the compiled financial information ("financial information").

Management is responsible for the accompanying financial information, including the accuracy and completeness of the underlying information used to compile it and the selection of the basis of accounting.

We performed this engagement in accordance with Canadian Standard on Related Services (CSRS) 4200, Compilation Engagements, which requires us to comply with relevant ethical requirements. Our responsibility is to assist management in the preparation of the financial information.

We did not perform an audit engagement or a review engagement, nor were we required to perform procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an audit opinion or a review conclusion, or provide any form of assurance on the financial information.

Readers are cautioned that the financial information may not be appropriate for their purposes.

Galloway Botteselle & Company

Chartered Professional Accountants
Vancouver, BC
March 20, 2026

TCD DEVELOPMENTS (GIBSONS) LTD.
STATEMENT OF EARNINGS AND DEFICIT
 For the year ended December 31, 2025

	2025	%	2024	%
Expenses	\$ -		\$ -	
Net earnings	-		-	
Deficit, beginning of year	(1,500)		(1,500)	
Deficit, end of year	\$ (1,500)		\$ (1,500)	

See accompanying note

TCD DEVELOPMENTS (GIBSONS) LTD.

BALANCE SHEET

As at December 31, 2025

	2025	2024
ASSET		
Investment in limited partnership	\$ 10	\$ 10
LIABILITY		
Due to related party	\$ 1,500	\$ 1,500
SHARE CAPITAL AND DEFICIT		
Share capital	10	10
Deficit	(1,500)	(1,500)
	(1,490)	(1,490)
	\$ 10	\$ 10

See accompanying note

Approved:

RC Director
 KiND Development Group Ltd.
 per: Robert Chetner

DocuSigned by:

 Director
 KiND Development Group Ltd.
 per: Jun Bi

TCD DEVELOPMENTS (GIBSONS) LTD.

NOTE TO FINANCIAL INFORMATION

December 31, 2025

1. Basis of accounting

The basis of accounting applied in the preparation of the balance sheet of TCD Developments (Gibsons) Ltd. as at December 31, 2025 and the statement of earnings and deficit for the year then ended, reflects cash transactions with the addition of:

- ◆ investments in related entities at cost plus accrued income
- ◆ amounts due to related entities at estimated amounts to be paid
- ◆ current income taxes payable as at the reporting date

TCD Developments (Gibsons) Ltd.
#301 - 5455 West Boulevard
Vancouver, BC V6M 3W5

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Galloway Botteselle & Company LLP
Chartered Professional Accountants
300 - 2000 West 12th Avenue
Vancouver, BC V6J 2G2

Dear Sirs/Madams:

We are providing this letter in connection with your preparation of the financial information of TCD Developments (Gibsons) Ltd. for the year ended December 31, 2025. We confirm the following:

1. You have explained to us your limited involvement with the engagement, that you compiled the financial information based on information we presented to you and have not audited or reviewed, and have expressed no assurance thereon of the information presented.
2. We have reviewed and approved all:
 - journal entries prepared or changed by you,
 - account codes determined or changed by you,
 - transactions classified by you, and
 - accounting records prepared or changed by you.
3. We have selected the basis of accounting to be applied in the preparation of the compiled financial information that is appropriate for the intended use and you have explained to us that the financial information may not be suitable for use by persons other than our management and Canada Revenue Agency.
4. We have obtained all consents that are required under applicable privacy legislation for the collection, use, and disclosure to you of personal information.

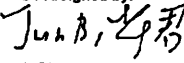
Further, we confirm, to the best of our knowledge and belief, the following representations made by us to you during your compilation of the financial information:

1. All accounting and financial records and related data of TCD Developments (Gibsons) Ltd. have been made available to you, and you have been made aware of and given access to outside sources of information where applicable.
2. All information necessary to compile the financial information has been disclosed to you.
3. No events have occurred or are pending, and no facts have been discovered to date, which would cause the financial information to be misleading.
4. We have reviewed the financial information and we acknowledge sole responsibility for their content.
5. The financial information disclose all significant assets, liabilities, revenues, and expenses of TCD Developments (Gibsons) Ltd.
6. We will attach the compilation engagement report when distributing or reproducing the compiled financial information.
7. The Company's shareholders have waived the appointment of an auditor for the current fiscal year.

Confirmed: March 20, 2026



KiND Development Group Ltd.
per: Robert Chetner

DocuSigned by:


KiND Development Group Ltd.
per: Jun Bi



Canada Revenue Agency

Agence du revenu du Canada

159 Protected B when completed

Information Return for Corporations Filing Electronically

- Do not send this form to the Canada Revenue Agency (CRA) unless we ask for it. We will not keep or return this form.
- Complete this return for every initial and amended T2 Corporation Income Tax Return electronically filed with the CRA on your behalf.
- By filling out Part 2 and signing Part 3, you acknowledge that, under the federal Income Tax Act, you have to keep all records used to prepare your T2 return and provide this information to us on request.
- Part 4 must be filled out by either you or the electronic transmitter of your T2 return.
- Give the signed original of this return to the transmitter and keep a copy in your own records for six years.
- We are responsible for ensuring the confidentiality of your electronically filed tax information only after we have accepted your return.

Part 1 – Identification

Corporation's name TCD Developments (Gibsons) Ltd.						Business number 7 3 7 8 8 9 7 1 7 R C 0 0 0 1														
Tax year start	Year	Month	Day	Tax year-end	Year	Month	Day	Is this an amended return? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No												
	2	0	2	5	0	1	0	1	2	0	2	5	1	2	3	1				

Email address: _____

Most notices and other correspondence are delivered electronically to My Business Account by default, except when a corporation has changed its delivery preference to receive paper mail. By providing an email address, you are registering the corporation to receive email notifications from the CRA. The CRA will notify the corporation at the email address provided when new correspondence is available in My Business Account and may require immediate attention. For more information, see canada.ca/cra-business-email-notifications.

Part 2 – Declaration

Enter the following amounts, if applicable, from the T2 return for the tax year noted in Part 1:

Net income or loss for income tax purposes from Schedule 1, financial statements, or General Index of Financial Information (GIFI) (line 300)	_____
Part I tax payable (line 700)	_____
Part II.2 tax payable (line 705)	_____
Part III.1 tax payable (line 710)	_____
Part IV tax payable (line 712)	_____
Part IV.1 tax payable (line 716)	_____
Part VI tax payable (line 720)	_____
Part VI.1 tax payable (line 724)	_____
Part XIV tax payable (line 728)	_____
Net provincial and territorial tax payable (line 760)	_____
Total tax payable (line 770)	_____

Part 3 – Certification and authorization

I, Chetner Last name Robert First name Director Position, office, or title

am an authorized signing officer of the corporation. I certify that I have examined the *T2 Corporation Income Tax Return*, including accompanying schedules and statements, and that the information given on the T2 return and this T183 Corp information return is, to the best of my knowledge, correct and complete. I also certify that the method of calculating income for this tax year is consistent with that of the previous tax year except as specifically disclosed in a statement attached to this return.

I authorize the transmitter identified in Part 4 to electronically file the *T2 Corporation Income Tax Return* identified in Part 1. The transmitter can also modify the information originally filed in response to any errors Canada Revenue Agency identifies. This authorization expires when the Minister of National Revenue accepts the electronic return as filed.

Signature of an authorized signing officer of the corporation (778) 960-8060 Telephone number _____ Year Month Day HH MM SS

The CRA will accept an electronic signature if it is applied in accordance with the guidance specified by the CRA.

Part 4 – Transmitter identification

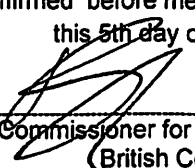
The following transmitter has electronically filed the T2 return of the corporation identified in Part 1.

Galloway Botteselle & Company LLP Name of person or firm A0633 Electronic filer number

Privacy notice

Personal information is collected and used to administer or enforce the Income Tax Act and related programs and activities including administering tax, benefits, audit, compliance, and collection. The information collected may be disclosed to other federal, provincial, territorial, aboriginal or foreign government institutions to the extent authorized by law. Failure to provide this information may result in paying interest or penalties, or in other actions. Under the Privacy Act, individuals have a right of protection, access to and correction of their personal information, and to file a complaint with the Privacy Commissioner of Canada regarding the handling of their personal information. Refer to Personal Information Bank CRA PPU 047 and CRA PPU 211 on Info Source at canada.ca/cra-information-about-programs.

This is Exhibit "S" referred to
in the Affidavit of
Jun Bi
affirmed before me at Vancouver, BC
this 5th day of June 2026



A Commissioner for taking Affidavits for
British Columbia

APPENDIX 'D'

AGREEMENT REGARDING HOLDBACK ACCOUNT

This agreement dated July 20, 2021,

BETWEEN:

KIND DEVELOPMENTS (the "Owner")

AND:

KINDRED CONSTRUCTION LTD. (the "Construction Manager")

WHEREAS:

- A. The Owner and the Construction Manager have entered into a contract dated 2020 (the "Contract") for the construction of a project referred to in the Contract as:

Project #18029 – EagleView Heights
- B. The Owner and the Construction Manager agree that the Contract is one for which a holdback account will be required (the "Holdback Account").
- C. The Owner and the Construction Manager wish to establish certain administrative and operational details for the Holdback Account.

The Owner and the Construction Manager agree that:

1. The Construction Manager will assist in setting up a joint Holdback Account held in trust at the following financial institution:

TD CANADA TRUST
2198 West 41st Avenue, Vancouver, BC
2. Each progress claim will include a summary report detailing the amounts to be withheld from each trade invoice. 10% Holdback is limited to Subcontracts only and does not include material suppliers, rentals, utilities and Construction Management fees. A separate cheque will be required for the total amount of holdback covering the invoice period. This cheque will be deposited into the account.
3. The Construction Manager may treat a failure of the Owner to pay the holdback amounts as an act of default under the Contract, and may suspend performance under the Contract until the default is corrected.
4. The individual trade contractors will submit a written request for release of holdback to the Construction Manager upon substantial completion of their work. Payment will be released from the account in compliance with the *B.C. Builders Lien Act*.

- 5. Interest on the funds held in the Holdback Account will accrue to the credit of the Owner and service charges arising from operation or maintenance of the Holdback Account will be the responsibility of the Owner.
- 6. In the event of conflict between the provisions of this agreement and the provisions of the Contract, the provisions of this agreement will govern.
- 7. Nothing in this agreement will be construed to prejudice or limit the rights or obligations of either party as they may be established in the *B.C. Builders Lien Act* or in the Contract.

AGREED TO BY
Owner

Jun Bi
Jun Bi


July 22nd, 2021
Date

KINDRED CONSTRUCTION LTD.

[Signature]
Bryan A. Reid, President

7/27/2021
Date

This is Exhibit "T" referred to
in the Affidavit of
Jun Bi
affirmed before me at Vancouver, BC
this 5th day of June 2026



A Commissioner for taking Affidavits for
British Columbia

464 Eaglecrest Drive Limited Partnership, TCD Developments (Gibsons) Ltd. and 464 Eaglecrest Drive Properties Ltd. (collectively, the "Petitioners")
 Consolidated List of Creditors
 Amounts are presented in CAD


Notes to List of Creditors:

1. The attached list of creditors was prepared based on information available from the books and records of the Petitioners, and is subject to change.
2. The list is provided pursuant to section 23(1)(a) of the CCAA and regulations made thereunder. The list of creditors has been prepared without admission as to the liability for, or the quantum of, any of the amounts shown.
3. The dollar amounts are not to be used for the purpose of valuing any claims against the Petitioners as they are subject to change based on updated or additional information.
4. If a Claims Procedure is approved by the Court, creditors will be notified by the Monitor and invited to submit a proof of claim at that time.

464 Eaglecrest Drive Limited Partnership, TCD Developments (Gibsons) Ltd. and 464 Eaglecrest Drive Properties Ltd. - Consolidated List of Creditors							
Creditor Name	Address	City	Province	Postal Code	Country	Secured Amount	Unsecured Amount
A Star Doors & Mouldings Ltd.	212, 7677-134 Street	Surrey	BC	V3W 9E9	Canada	41,776	4,312
Alpin & Martin Consultants Ltd.	201-12448 82 Ave	Surrey	BC	V3W 3E9	Canada	112,247	-
Ankenman Marchand Architects	1645 West 5th Avenue	Vancouver	BC	V6J 1N5	Canada	-	54,388
Aqua-Coast Engineering Ltd.	315 - 13888 Wireless Way	Richmond	BC	V6V 0A3	Canada	-	10,332
B&K Garden & Landscape Supply	629 Pratt Road	Gibsons	BC	V0N 1V4	Canada	-	14,343
BC Hydro	P.O. Box 8910	Vancouver	BC	V6B 4X3	Canada	-	-
Bennett Land Surveying Ltd.	#201-275 Fell Avenue	North Vancouver	BC	V7P 3R5	Canada	-	31,532
Blue Nile Construction Ltd.	8017 162 A St	Surrey	BC	V4N 0X2	Canada	63,503	-
Braun Geotechnical Ltd.	102 - 19049 95A Avenue	Surrey	BC	V4N 4P3	Canada	-	30,419
BTY Consultancy Group Inc.	#300 - 30 E 6th Avenue	Vancouver	BC	V5T 1J4	Canada	-	26,233
Canada Revenue Agency	Insolvency Intake Centre - 9755 King George Blvd	Surrey	BC	V3T 5E1	Canada	-	-
Canex Building Supplies Ltd.	46070 Knight Road	Chilliwack	BC	V2R 1B7	Canada	85,629	-
Crown Building Suppliers Ltd.	7550 132 St	Surrey	BC	V3W 4M7	Canada	236,799	-
Dicoe Contracting Ltd.	Unit 2 - 8287 124 St	Surrey	BC	V3W 9G2	Canada	24,938	-
Downtown Painting Ltd.	13317 89 Avenue	Surrey	BC	V3V 1A6	Canada	12,244	-
First West Credit Union	499 Canada Avenue	Duncan	BC	V9L 1T7	Canada	48,334,198	-
Fluid Mechanical Engineering Ltd.	#2401 - 1188 Quebec St.	Vancouver	BC	V6A 4B3	Canada	-	1,863
FortisBC	PO Box 6666 Station Terminal	Vancouver	BC	V6B 6M9	Canada	-	14,457
Galaxy IDP Construction Ltd.	11905-90 AVE	Delta	BC	V4C 3H5	Canada	609,529	-
Gibsons Red-Mix	1050 Keith Rd, PO Box 1771	Gibsons	BC	V0N 1V0	Canada	92,976	-
Human Nature Landscapes Ltd.	1079 Fiume Rd	Roberts Creek	BC	V0N2W2	Canada	113,329	-
Individual*	*	*	*	*	*	-	10,155
Individual*	*	*	*	*	*	-	16,000
Jax Exteriors	Unit #402 - 20381 62 Ave,	Langley	BC	V3A 5E6	Canada	30,714	-
Jayveer Enterprises Ltd.	281-8128 128th Street	Surrey	BC	V3W 1R1	Canada	109,138	-
Kindred Construction Ltd.	1486 East Pender ST	Vancouver	BC	V5L 1V8	Canada	3,371,543	-
Move Tech Services Ltd.	166-628 East Kent Ave S.	Vancouver	BC	V5X 0A8	Canada	-	1,365
Munro Woodworking Ltd.	1707 Harman Road	Roberts Creek	BC	V0N2W5	Canada	14,143	-
Office of the Superintendent of Bankruptcy	300 Georgia Street W., Suite 2000	Vancouver	BC	V6B 6E1	Canada	-	-
Olson Electric Ltd.	4472 Hilltop Road	Sechelt	BC	V7Z 0A8	Canada	421,691	-
Omax Concrete & Pumping Ltd.	18284 64 Ave	Surrey	BC	V3S 8A7	Canada	-	15,645
One Degree HVAC Service Group Ltd.	501-3292 Production Way	Burnaby	BC	V5A 4R4	Canada	290,585	-
Perash Enterprises Ltd.	5413 Soleil Boulevard	Beaumont	AB	T4X 0E2	Canada	-	8,546
Rana Siding & Gutters Ltd.	11946 77A Avenue	Delta	AB	V4C 7K1	Canada	-	3,568
Receiver General of Canada	275 POPE Road	Summerside	PE	C1N 6A2	Canada	-	23,579
RK Blossom Drywall Ltd.	N/A	Surrey	BC	V3X 3L1	Canada	25,000	-
RPL Projects Ltd.	916 Sperling Ave	Burnaby	BC	V5B 4H8	Canada	-	15,750
Shade Construction Ltd.	PO Box 1655	Gibsons	BC	V0N 1V0	Canada	84,536	-
Steven Hart Architect Inc.	6 - 263 5th Street E	North Vancouver	BC	V7L 1L8	Canada	-	1,181
Sunbelt Rentals	12288 BRIDGEPORT RD	Richmond	BC	V6V 1J5	Canada	72,586	-
Sunrise Kitchens Ltd.	13375 Comber Way	Surrey	BC	V3W 5V8	Canada	167,400	-
Sunshine Coast Materials Testing	Apt. 206 1000 Venture Way	Gibsons	BC	V0N 1V7	Canada	-	7,930
System One Floor Solutions Inc.	Unit 201, 19670 Landmark Way	Langley	BC	V3A 7Z5	Canada	108,043	-
Telus Communications Inc.	PO Box 3660	Vancouver	BC	V6B 3Y8	Canada	-	6,480
Town of Gibsons	474 South Fletcher Road	Gibsons	BC	V0N 1V0	Canada	-	295,657
Travelers Insurance Company	100 King St. West, Suite 7250	Toronto	ON	MSX 1B1	Canada	-	97,402
Vanguard Mechanical Ltd.	#104 20285 Stewart Crescent	Maple Ridge	BC	V2X 8G1	Canada	507,478	-
Total						\$ 54,930,025	\$ 691,136

*All individuals and personal information related to individuals have been redacted for privacy protection purposes.

This is Exhibit "U" referred to
in the Affidavit of
Jun Bi
affirmed before me via video conference
the 5th day of June 2026



A Commissioner for taking Affidavits for
British Columbia

IN IN THE SUPREME COURT OF BRITISH COLUMBIA

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT
R.S.C. 1985, c. C-36, AS AMENDED**

AND

**IN THE MATTER OF THE BUSINESS CORPORATIONS ACT,
R.S.A. 2000, c. B-9**

AND

**IN THE MATTER OF THE PLAN OF COMPROMISE AND ARRANGEMENT OF
464 EAGLECREST DRIVE LIMITED PARTNERSHIP, TCD DEVELOPMENTS
(GIBSONS) LTD. AND 464 EAGLECREST DRIVE PROPERTIES LTD.**

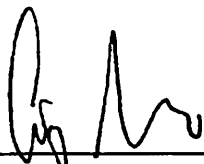
PETITIONERS

CONSENT

We, **FTI CONSULTING CANADA INC.**, hereby consent to act as Monitor in respect of 464 Eaglecrest Drive Limited Partnership, TCD Developments (Gibsons) Ltd. and 464 Eaglecrest Drive Properties Ltd. in its proceedings pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended and the Business Corporations Act, R.S.A. 2000, c. B-9.

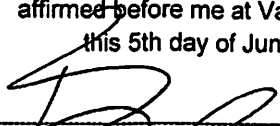
Dated at Vancouver, British Columbia this 3rd day of June, 2026.

FTI CONSULTING CANADA INC.

Per: 

Craig Munro
Managing Director

This is **Exhibit "V"** referred to
in the Affidavit of
Jun Bi
affirmed before me at Vancouver, BC
this 5th day of June 2026



A Commissioner for taking Affidavits for
British Columbia



200 - 19933 88th Avenue, Langley, BC V2Y 4K5

May 30, 2026

PRIVATE AND CONFIDENTIAL

464 Eaglecrest Drive Limited Partnership
Suite 428-755 Burrard Street
Vancouver, BC V6Z 1X6

Re: Offer of Credit for A Senior Secured Super-Priority Debtor-In-Possession Credit Facility

We are pleased to advise that Envision Financial, a division of Tru Cooperative Bank, formerly known as First West Credit Union (the "Financial Institution" or "Lender") has approved and hereby offers the senior secured super-priority debtor-in-possession financing to the Borrower, as described below, subject to the terms and conditions set forth in this Agreement ("Offer of Credit") in connection with an application made under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 ("CCAA") in the Supreme Court of British Columbia (the "Court") commenced under Action No.

_____, Vancouver Registry (the "Proceedings") and pursuant to which FTI Consulting Canada Inc. has been appointed as the Monitor (the "Monitor"). The specific details of those terms and conditions are outlined in the following sections:

1. Borrowing Party
2. Credit Facilities
3. Security
4. Fees
5. Other Terms and Conditions
6. Acceptance

Definitions and further particulars are incorporated into this Offer of Credit by reference, including attached Schedules:

- Standard Terms and Conditions – "Dip Loan"
- Commercial Insurance

1. BORROWING PARTY

BORROWER	464 Eaglecrest Drive Limited Partnership (the "Borrower")	
INDEMNITORS	464 Eaglecrest Properties Ltd. Kind Development Group Ltd. TCD Developments (Gibsons) Ltd.	Robert Chetner Jun Bi
	(collectively, the "Indemnitors")	

2. CREDIT FACILITY

Loan Amount	Subject to court approval in the Proceedings, a non-revolving super priority senior secured credit facility up to \$6,750,000 would be made available to the Borrower for interim financing on the general terms set out herein (the "DIP Loan").
Purpose	The DIP Loan will be used by the Borrower to fund: (i) the remaining construction costs and operating expenses to complete Phase 1 of the development project located at the property civically described as 464 Eaglecrest Drive, Gibsons, BC, V0N 1V8 and legally described as PID: 030-982-421, Lot A District Lot 1328 Group 1 New Westminster District Plan EPP86390 (the "Project" or the "Lands"); (ii) professional fees and expenses associated with the Proceeding; (iii) monthly interest on the DIP Loan; iv) the financed Commitment Fee (\$150,000); and v) the Lender's closing costs and expenses.
Interest Rate	Prime + 6.00%. Variable Rate as of today's date is Prime is 4.45% (*see Definitions of "Prime" and "Variable Rate" in the attached Standard Terms and Conditions Schedule).
Term	The maturity of the DIP Loan (the "Maturity Date") shall be the earliest of: <ul style="list-style-type: none"> a) 6-months from the date on which all Conditions Precedent have been satisfied and the initial advance under the DIP Loan has been made by the Financial Institution (the "Closing Date"); b) the date on which (i) the stay of proceedings under the Proceedings is lifted without the consent of the Lender, or (ii) the Proceedings are terminated for any reason; c) the conversion of the Proceedings into a receivership under the <i>Bankruptcy and Insolvency Act</i>, R.S.C. 1985, c. B-3 or applicable provincial statute; and d) 10 days following written notice being provided by the Lender to the Borrower of an Event of Default.
Payments	Interest Only. Accrued interest is payable on the first day of every month and will be charged to the Borrower's account at the Financial Institution when the same becomes payable.
Repayment	All amounts outstanding under the DIP Loan, including, without limitation, principal, interest and fees, shall be paid to the Financial Institution on the Maturity Date. If there has been no Event of Default, the Financial Institution may permit the sale of individual units within the Project (referred to individually as a "Unit") by the Borrower and in such case will grant a partial release of the Securities against each sold Unit upon receipt of 100% of the sale proceeds from the Unit, less real estate commissions, reasonable closing costs and applicable taxes.
Prepayment	The Borrower has the right, at any time when not in default hereunder or under the Securities, to prepay the whole or any portion of the balance outstanding under this Agreement without notice or bonus provided that any such payments will be applied first to interest accrued to the date of payment and second to principal.

3. SECURITY

As continuing security for the payment of all amounts payable by the Borrower to the Financial Institution under the DIP Loan, all security that has been delivered to the Financial Institution and is set forth as Securities in this Agreement shall remain in full force and effect, is expressly reserved by the Financial Institution and unless expressly indicated otherwise, shall apply in respect of all obligations of the Borrower under the DIP Loan.

Repayment of the DIP Loan and interest and Other Amounts will be secured by the Securities set forth in Schedule A hereto.

4. FEES

Commitment Fee **\$150,000.** The Borrower acknowledges that the Commitment Fee once paid by the Borrower to the Financial Institution is nonrefundable and is a reasonable estimate of the Financial Institution's cost incurred in investigating and preparing for the DIP Loan and of holding monies available to fund the DIP Loan, and shall be deducted from the initial advance of the DIP Loan.

5. OTHER TERMS AND CONDITIONS

CONDITIONS PRECEDENT

The Borrower must fulfil the conditions precedent, including but not limited to delivery to the Financial Institution of confirmation of completion and registration of Securities, as outlined in Sections 3.3 and 3.4 of the attached Standard Terms and Conditions – DIP Loan, prior to the initial DIP Loan advance, as well as the further conditions (to the satisfaction of the Financial Institution) outlined below (collectively, the "Conditions Precedent"):

Customary conditions precedent to closing transactions of this nature as determined by the Lender, including without limitation:

- a) Issuance of a Court Order in the Proceedings granting the Lender a super-priority charge against all the assets, properties and undertakings of the Borrower in respect of the DIP Loan, ranking in priority to all other security interests, claims or deemed trusts (statutory or otherwise), save and except the Administration Charge granted by the Court to secure payment of the) professional fees and expenses associated with the Proceeding, satisfactory in form and substance to the Lender, approving and authorizing the DIP Loan transaction described herein (the "Order"), and such Order being in full force and effect, un-amended and not stayed;
- b) There will be no pending appeals, injunctions or other legal impediments to the completion of the DIP Loan or pending litigation seeking to restrain or prohibit the completion of the DIP Loan;
- c) Execution of this Offer of Credit; and
- d) The Lender shall have been named as additional insured and first loss payee on the Borrower's property and casualty insurance policies and Course of Construction insurance in connection with the Project.

Other Such other information as the Financial Institution may reasonably request.

CONDITIONS ONGOING

The following information is to be provided in support of the DIP Loan:

- Interest Reserve:** An interest reserve account will be drawn from the budget amount and held in a non-interest-bearing demand account at the Financial Institution for the term of the DIP Loan. Accrued monthly interest will be drawn from the account. The Borrower will not have access to this account, nor are there any fees for this account. The initial reserve is required in the amount of \$110,000 and the Borrower acknowledges and agrees that requests to replenish such amounts may be called for from time-to-time by the Lender.
- Reporting:**
- a) Monthly cash flow statements from the Borrower provided by the Monitor;
 - b) On a monthly basis, an updated construction budget which includes the construction costs incurred to date during the Proceedings, the projected cost to complete the Project and the remaining timeline to reach substantial completion;
 - c) Evidence of payment of all government priority payables within 15 days of their respective due dates; and
 - d) Any such other reporting the Lender may reasonably request, including a Quantity Survey report on the Project status every 45 days.
 - e) The Lender may, in its sole discretion, retain third-party quantity surveyor (at the Borrower's cost) to provide ongoing reporting for the Lender in respect of the Project. The Borrower shall provide the quantity surveyor and its agents and representatives with access to the Project during normal business hours to inspect and evaluate the Project for the purposes of compiling its reports for the Lender.
- Insurance** Confirmation of Property, Asset and/or Course of Construction coverage will be provided to the Lender upon request and in any event not less than 60 days prior to the expiry of the term of the policies for such coverage.
- Authorizations** By signing this Offer of Credit, the Financial Institution is authorized to obtain any required financial statements directly from the Borrower's accounting firm should it not be provided within the time frame detailed. Each party will provide any further authorizations and/or consents that may be required to give effect to this provision.

COVENANTS

The Borrower covenants and agrees with the Financial Institution, that, so long as any portion of the DIP Loan or liabilities of the Borrower under this Offer of Credit letter remain outstanding, it shall not, without the prior written consent of the Financial Institution, grant or permit additional charges on pledged security assets.

COSTS & EXPENSES

The Borrower agrees to pay the Financial Institution all fees stipulated in this Agreement and all fees relating to the documentation or registration of this Agreement and the Securities. In addition, the Borrower agrees to pay all fees (including legal fees on a full indemnity basis), costs and expenses incurred by the Financial Institution in connection with the preparation, negotiation, documentation and registration of this Agreement and any Securities and the

administration, operation, termination, enforcement, or protection of its rights in connection with this Agreement and the Securities.

The Borrower shall indemnify and hold the Financial Institution harmless against any loss, cost or expense incurred by the Financial Institution if the DIP Loan is repaid or prepaid other than on its Maturity Date. The determination by the Financial Institution of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Financial Institution in liquidating or redeploying deposits acquired to make or maintain any facility.

ASSET INSURANCE

All Risk Insurance Assignment / Endorsements will be provided as outlined in the attached Schedule on all of the Borrower's real and personal property including, without limitation, lands, buildings, equipment and inventory owned by the Borrower, showing the Financial Institution as first loss payable by way of standard mortgage endorsement.

SERVICE CHARGES

Service charges are as per the posted Financial Institution Service Fee Guide and amended from time to time.

[Execution Page Follows]

ACCEPTANCE

If the provisions of this Offer of Credit meet with your approval, please sign the Borrower Acceptance and return a copy of this Letter of Offer together with the Commitment Fee noted above to the Financial Institution on or before 4:00 p.m. on, _____, 2026, at which time the Financial Institution's offer, unless accepted, will lapse and terminate.

Yours truly,
Envision Financial, a division of Tru Cooperative Bank

By its authorized signatories:

Mandeep S. Sindhi
Mandeep Sindhi, Director Credit & Special Accounts
Corporate Credit

Yvonne Waugh
Yvonne Waugh, Manage Special Accounts,
Commercial

BORROWER ACCEPTANCE:

464 Eaglecrest Drive Limited Partnership,
by its General Partner TCD Developments (Gibsons) Ltd.
Per:

Authorized Signatory
Name & Title: Robert Chetner, Director

Authorized Signatory
Name & Title: Jun Bi, Director

We have the authority to bind the Borrower

ACCEPTANCE

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By its authorized signatories:

Mandeep S. Sindhi
Mandeep Sindhi, Director Credit & Special Accounts
Corporate Credit

Yvonne Waugh
Yvonne Waugh, Manage Special Accounts,
Commercial

BORROWER ACCEPTANCE:

464 Eaglecrest Drive Limited Partnership,
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Per:

Authorized Signatory
Name & Title: Robert Chetner, Director

Authorized Signatory
Name & Title: Jun Bi, Director

We have the authority to bind the Borrower

STANDARD TERMS AND CONDITIONS – DIP LOAN

PART 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions - In this Agreement, unless the context otherwise requires:

"Agreement" means these Standard Terms and Conditions - DIP Loan and the letter to which they are attached as the same may be amended from time to time and the expression "hereof", "herein", "hereto", "hereunder", and "hereby", and similar expressions refer to this Agreement and not to any particular provision;

"Business Day" means each day, Monday through Friday inclusive, other than a day which is a statutory holiday in the Governing Jurisdiction;

"Compounding Frequency" is monthly unless otherwise stated in the Offer of Credit or Loan Agreements.

"Construction Contracts" means all contracts between the Borrower and other persons relating to the construction of the Project;

"CreditMaster[®] Mortgage" or **"Mortgage"** means a mortgage in favour of the Financial Institution incorporating For BC: Standard Mortgage Terms MT980021 or MT030098 as Part 2 thereof or MT23001 and registered or to be registered in the applicable Land Title Office or Land Registry Office;

"Event of Default" means an event described in section 8.1;

"Governing Jurisdiction" has the meaning given thereto in Section 1.3;

"Inspector" means the quantity surveyor, engineer or other professional appointed by the Borrower and approved by the Financial Institution who will advise the Borrower on the progress of construction of the Project;

"Other Amounts" means any other amounts that are payable by the Borrower to the Financial Institution under this Agreement other than principal of the DIP Loan and interest thereon;

"Plans" means the plans for the Project;

"Prime Rate" means that rate of interest, regardless of compounding frequency, designated by the Financial Institution from time to time as the reference rate to be used to determine the rate of interest to be charged on variable rate Canadian dollar loans made by the Financial Institution (or if at any one time more than one such rate is so designated, the higher or highest of such rates as the case may be);

"Project Budget" means the budget for the Project;

"Project Costs" means all costs incurred by the Borrower in connection with the Project including

- Costs of professional advisors (including architects, engineers and lawyers);
- Construction costs;
- Interest on money borrowed to pay Project Costs;
- Costs of insuring the Project;
- Advertising and sales promotion costs; and
- Land acquisition costs;

But specifically, not including any of the following:

- Borrower's profit;
- Repayment of borrowed monies;

- Return of capital or any return of equity;
- Payment of any bonus to any person;
- Payment of wages or salary to any shareholder or director of the Borrower except as specifically authorized in writing by the Financial Institution;
- Payments of any nature or kind (whether pursuant to a contract or otherwise) to a person not at arm's length with the Borrower, except as specifically agreed to in writing by the Financial Institution;

"Property" means all of the undertaking, property and assets of the Borrower subject to the Securities;

"Securities" means the Order and the Mortgage together with any and all other security documents to be provided by the Borrower to the Financial Institution and described in the section entitled "Security" in the letter part of this Agreement and in section 2.1, together with all existing and new security set out in Schedule A attached hereto;

"Security Interests" means the security interests in favour of the Financial Institution created by this Agreement and the Securities;

"Specifications" means the specifications for the Project.

- 1.2 **Headings** - The headings herein are inserted for convenience of reference only and will not affect the construction or interpretation of this Agreement.
- 1.3 **Governing Law** – This Agreement will be governed by, and construed in accordance with, the laws of the province where the branch office of the Financial Institution set out on page 1 of this Agreement is located (the "Governing Jurisdiction") and the federal laws of Canada applicable therein.
- 1.4 **Submission to Jurisdiction** - The Borrower submits to the jurisdiction of the Courts of the Governing Jurisdiction and agrees to be bound by any suit, action or proceeding commenced in such Courts and by any order or judgment resulting from such suit, action or proceeding, provided however that the foregoing will in no way limit the right of the Financial Institution to commence suits, actions, or proceedings based on this Agreement or any of the Securities in any jurisdiction.
- 1.5 **Invalidity of Any Provision** - If any covenant, obligation or provision contained in this Agreement will be invalid or unenforceable, the remainder of this Agreement will not be affected thereby and each covenant, obligation or provision of this Agreement will separately be valid and enforceable to the fullest extent permitted by law.
- 1.6 **Conflict with Other Documents** - If the provisions of the Securities or any of them conflict with, or are inconsistent with, the provisions of this Agreement, the provisions of this Agreement will prevail.
- 1.7 **Certificate of Officer of Financial Institution** - A certificate signed by any officer (including a Branch Manager) of the Financial Institution stating the Prime Rate which applied on any day or during any period will be conclusive as to the respective rate which applied on that day or during that period, as the case may be, without further proof.
- 1.8 **Amendments** - This Agreement may only be amended from time to time in writing and any such amendment may be evidenced by memoranda or letters signed by an authorized officer of the respective parties without the necessity of such amendment being executed under seal.
- 1.9 **Counterparts** - This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and such counterparts together will constitute one and the same

agreement. For the purposes of this Section, the delivery of an electronic copy of an executed counterpart of this Agreement shall be deemed to be valid execution and delivery of this Agreement.

- 1.10 **Joint Obligations** - If more than one person constitutes the Borrower the agreements of, and all obligations and covenants to be performed and observed by, the Borrower hereunder will be the joint and several obligations and covenants of each of the persons comprising the Borrower and any request or authorization given to the Financial Institution by any of the persons comprising the Borrower will be deemed to be the joint and several requests or authorizations of each of the persons comprising the Borrower. If there is an Indemnitor and more than one person constitutes the Indemnitor, the agreements of, and all obligations and covenants to be performed and observed by, the Indemnitor hereunder will be the joint and several obligations and covenants of each of the persons comprising the Indemnitor.
- 1.11 **Date for Action** - If any date on which any action required to be taken here under by either party is not a Business Day such action will be required to be taken on the next following Business Day.
- 1.12 **Entire Agreement** - This Agreement, including any schedules hereto, and the Securities constitute the entire agreement between the parties relating to the DIP Loan, expressly superseding all prior agreements and communications (both oral and written) between any of the parties hereto with respect to all matters contained herein, and except as stated herein or in the Securities or any other instruments and documents to be executed and delivered pursuant hereto, contain all the representations and warranties of the respective parties.
- 1.13 **Included Words** - Whenever the singular or the masculine is used herein the same will be deemed to include the plural or the feminine or the body corporate where the context or the parties so require.

PART 2 SECURITY

- 2.1 **Further Security** - The Borrower shall provide to the Financial Institution as further security for repayment of the DIP Loan, the security described as "To be Obtained" in Schedule A attached hereto.
- 2.2 **Demand** - Notwithstanding that the Mortgage or any of the other Securities is expressed to be payable on demand, the Financial Institution will not demand payment under the Mortgage or the other Securities unless and until an Event of Default has occurred under this Agreement or unless and until an event of default has occurred with respect to other indebtedness.
- 2.3 **Registration** - The Financial Institution will, at the expense of the Borrower, register, file or record the Security Interests in all offices where such registration, filing, or recording is necessary or of advantage to the creation, perfection and preserving of the Security Interests and renew such registrations, filings and recordings from time to time as and when required to keep them in full force and effect. The Borrower acknowledges that the forms of this Agreement and the Securities have been prepared based upon the governing laws applicable thereto and the laws of Canada applicable therein in effect at the date of this Agreement and that such laws may change. The Borrower agrees that the Financial Institution will have the right to require that the forms of this Agreement and any of the Securities be amended or supplemented to reflect any changes in such laws, whether arising as a result of statutory amendments, court decisions or otherwise, in order to confer upon the Financial Institution the rights and security interests intended to be created hereby and thereby.

PART 3 ADVANCES

- 3.1 **Advances** - Unless the Borrower otherwise provides in writing to the Financial Institution, all advances of the DIP Loan will be made by way of deposit to the Account. The Financial Institution may deduct from advances of the DIP Loan or may charge to the Account the following, as applicable: the Financial Institution's fees, legal fees, appraisal fees, interest adjustment, prepayment penalties, and Other Amounts.

- 3.2 Borrower to Deliver** - The Borrower will, prior to the initial advance of the DIP Loan, deliver the following to the Financial Institution:
- (a) All requirements outlined in the Offer of Credit as Conditions Precedent (to Initial Advance);
 - (b) Details in writing from the Borrower (or an officer of the Borrower if the Borrower is a corporation) of any outstanding breach of any covenant, representation, or warranty contained in this Agreement or in the Securities;
 - (c) Such other items as are specified in the Offer of Credit; and
 - (d) Such other information as the Financial Institution may reasonably request.
- 3.3 Conditions Precedent (To Initial Advance)** - It will be a condition precedent to the initial advance under the DIP Loan that:
- (a) The Financial Institution will have received the documents and information specified in section 3.2;
 - (b) The Borrower will have duly authorized, executed and delivered the Securities and the Securities will have been registered, filed and recorded in all offices in which, in the opinion of the Financial Institution, acting reasonably, registration is necessary or of advantage to preserve or perfect the priority of the security interests intended to be created thereby.
- 3.4 Requirements for Final Advance** - Before the final advance of the DIP Loan:
- (a) The Inspector shall have provided an inspection report certifying completion of the Project (except for minor deficiencies approved by the Financial Institution), and
 - (b) The Borrower shall have delivered to the Financial Institution an occupancy permit or similar document with respect to the Project issued by the municipality or other local government unit in which the Lands are located.
- 3.5 Statutory Lien Holdback(s)** - The Borrower is responsible for making the statutory lien holdback under the applicable construction lien legislation in the Governing Jurisdiction. Failure to properly make the holdback is a default under this Agreement.
- If a separate lien holdback account or accounts are required to be opened by the Borrower under the applicable construction lien legislation in the Governing Jurisdiction, the Borrower will open and maintain separate lien holdback accounts in respect of each contract entered into by the Borrower (except in respect of material suppliers, architects, engineers and workers).
- If separate lien holdback accounts are not required by the applicable construction lien legislation in the Governing Jurisdiction, the Borrower may, but will not be required to, open a separate account into which to pay the required lien holdback.
- 3.6 No Re-advances** - Advances on account of the DIP Loan once repaid by the Borrower will not be re-advanced by the Financial Institution.

PART 4 - PAYMENTS

- 4.1 Use of Payments** - The Financial Institution will apply all payments received from the Borrower, including prepayments, in such order as the Financial Institution decides.
- 4.2 Place of Payments** - The Borrower will make all payments under this Agreement at the address of the Financial Institution set out on page 1 of the letter part of this Agreement or at any other address specified by the Financial Institution.

- 4.3 **Time of Payments** - Payments received after 2:00 p.m. (local time) on a Business Day or received on a day which is not a Business Day will be considered received on the next Business Day of the Financial Institution's branch or office where the payment was made.

PART 5 - REPRESENTATIONS AND WARRANTIES

- 5.1 **Representations and Warranties** - The Borrower represents and warrants to the Financial Institution that:
- (a) **Corporate Status** - if the Borrower is a corporation, it is duly incorporated and is in good standing under the laws of the governing jurisdiction;
 - (b) **Corporate Powers and Authority** - if the Borrower is a corporation, the Borrower has the power and authority to carry on the business now being carried on by it and has the full power and authority to enter into this Agreement and to execute and deliver the Securities;
 - (c) **Corporate Proceedings** - if the Borrower is a corporation, all necessary and requisite corporate proceedings, resolutions and authorizations have been taken, passed, done and given by the Borrower and by the Borrower's directors to authorize, permit and enable the Borrower:
 - (i) To borrow the DIP Loan from the Financial Institution;
 - (ii) To execute and deliver this Agreement; and
 - (iii) To execute and deliver the Securities;
 - (d) **Contravene Constatng Documents** - if the Borrower is a corporation, neither the borrowings nor the issue of the Securities will be in contravention or constitute default under the constating documents of the Borrower; and
 - (e) **Not Contravene Any Agreement** - neither the borrowings nor the issue of the Securities will be in contravention or constitute default under any indenture, deed, agreement, undertaking or obligation of the Borrower or to which the Borrower is a party.

PART 6 POSITIVE COVENANTS

- 6.1 **General Covenants** - The Borrower covenants with the Financial Institution:
- (a) **Corporate Existence** - that, if it is a corporation, it will at all times maintain its corporate existence;
 - (b) **Conduct Business** - that it will carry on and conduct its business in a proper, efficient and businesslike manner and in accordance with good business practices;
 - (c) **Books of Account** - that it will keep or cause to be kept proper books of account in accordance with sound accounting practice;
 - (d) **Title to Property** - that it has good title and possession of the Property save Permitted Encumbrances;
 - (e) **Insurance** - that it will obtain and keep insurance in force which meets the requirements set out in the attached Insurance Schedule and whenever and only if required in writing by the Financial Institution, the Borrower will:
 - (i) Furnish a certificate by an independent appraiser or insurance adjuster selected by the Borrower and approved by the Financial Institution as to the sufficiency of such insurance, which certificate will be conclusive as against the Borrower both as to the amount of insurance required hereunder and the perils against which coverage is required hereunder and the Borrower will immediately insure in accordance with such certificate;

- (ii) Cause to be endorsed in such form as may be required by the Financial Institution on the policies evidencing such insurance a notation that any amounts payable under such policies will be paid to the Financial Institution as its interest may appear; and
- (iii) Deposit with the Financial Institution every policy and renewal certificate for such insurance or a certified copy thereof;
- (g) **Costs Caused By Default** - that if the Borrower defaults in any covenant to be performed by it hereunder or under the Securities the Financial Institution may perform any covenant of the Borrower capable of being performed by the Financial Institution and if the Financial Institution is put to any costs, charges, expenses or outlays to perform any such covenant, the Borrower will indemnify the Financial Institution for such costs, charges, expenses or outlays and such costs, charges, expenses or outlays incurred by the Financial Institution (including solicitors' fees and charges incurred by the Financial Institution) may be charged by the Financial Institution to the Account and will be secured by the Securities;
- (h) **Court Costs** - that in any judicial proceedings taken to enforce this Agreement and the covenants of the Borrower hereunder or to enforce or redeem the Securities or to foreclose the interest of the Borrower in any property subject thereto the Financial Institution will be entitled to costs on a full indemnity basis. Any costs so recovered will be credited against any solicitors' fees and charges paid or incurred by the Financial Institution relating to the matters in respect of which the costs were awarded and which may have been charged by the Financial Institution to the Account in accordance with clause (g) above.

6.2 Construction Covenants - The Borrower will:

- (a) **Complete Project** - proceed to complete the Project with diligence and continuity in a good and workmanlike manner, in accordance with sound building and engineering practices and in accordance with the Plans and Specifications approved by the Financial Institution;
- (b) **Changes to Plans and Specifications** - not make material changes to the Plans or the Specifications without the Financial Institution's prior written consent;
- (c) **Not Cease Work** - not permit cessation of work on the Project prior to completion for a period in excess of 30 days without the prior written consent of the Financial Institution, unless cessation is caused by factors which in the opinion of the Financial Institution, acting reasonably, are beyond the control of the Borrower;
- (d) **Correct Defects** - correct promptly upon notice from the Financial Institution any defects in construction of the Project or unapproved deviations from the Plans and Specifications;
- (e) **Only Pay Project Costs** - use amounts advanced hereunder by the Financial Institution only for the payment of Project Costs and for no other purpose;
- (f) **Pay Excess** - pay from sources other than amounts advanced hereunder by the Financial Institution the Project Costs in excess of the amounts advanced hereunder;
- (g) **Ensure Un-advanced DIP Loan Sufficient** - ensure that the amount un-advanced hereunder will at all times be sufficient to pay the Project Costs necessary to complete the Project;
- (h) **Notify Financial Institution** - promptly notify the Financial Institution of any deviations from the Project budget.

6.3 Substantial Completion - Upon substantial completion of the Project the Borrower will provide the Financial Institution with:

- (a) An occupancy certificate or similar certification by the municipality or other local government unit certifying that the Project may be occupied; and

(b) One set of "as built" Plans.

6.4 **During Construction** - During construction the Borrower will:

- (a) Provide the Financial Institution status reports (including copies of the engineer's and/or the quantity surveyor's reports) with respect to the Project containing such information concerning the Project as the Financial Institution may reasonably require;
- (b) Permit the Financial Institution and its employees and agents access to the Project site and will permit such persons to enter and inspect the Project; and
- (c) Keep and will permit the Financial Institution and its employees and agents at all reasonable times to examine and copy books and records of the Borrower pertaining to the Project and all contracts, statements, invoices, bills and claims for labour, materials and services supplied for the Project.

6.5 **Sign** - While the DIP Loan is outstanding the Borrower will permit the Financial Institution to post a sign at the Project indicating that construction financing is being provided to the Borrower by the Financial Institution.

PART 7 NEGATIVE COVENANTS

7.1 **Covenants** - The Borrower covenants with the Financial Institution that the Borrower will not, without the consent in writing of the Financial Institution first being obtained:

- (a) **Grant Security** - make, give or create or attempt to make, give or create any mortgage, charge, lien or encumbrance upon the Property or any part or parts thereof ranking or purporting to rank prior to or pari passu with the Securities or any of them;
- (b) **Demolish Property** - demolish, remove or destroy any pledged Property or any part or parts thereof or cause or permit the demolition, or removal or destruction of the same except in the ordinary course of business;
- (c) **Sell Property** - make any sale or dispose of any substantial part of the Property at less than market value and then only in the ordinary course of business and if the Borrower disposes of the whole or any substantial part of the Property it will hold the proceeds of the sale thereof in trust for the Financial Institution;
- (d) **Payments Out of Usual Course** - make any payments to any person other than in the normal course of the Borrower's business;
- (e) **Make Loans** - make loans or extend credit to any person (including specifically if it is a corporation, any directors, officers or shareholders of the Borrower and any person related by blood or marriage to such persons or any corporation controlled by such person or relative or by the Borrower) except customers of the Borrower in the ordinary course of business;
- (f) **Reduce Capital** - if it is a corporation, purchase or redeem any of its shares or otherwise reduce its share capital;
- (g) **Alter Share Structure** - if it is a corporation, in any way vary or alter its share structure;
- (h) **Borrow Elsewhere** - raise or borrow any money from any person other than the Financial Institution, members of the Borrower and trade creditors in the ordinary course of business;
- (i) **Guarantee** - guarantee, indemnify any person for, or endorse for accommodation, the obligations of any other person, directly or indirectly;
- (j) **Sell Property** - sell, agree to sell or otherwise dispose of any of the Property subject to a specific mortgage or charge under the Securities.

PART 8 EVENTS OF DEFAULT

- 8.1 Events of Default** - The whole of the outstanding balance of the DIP Loan (including principal, interest and all Other Amounts) will immediately become due and payable and the Securities will become enforceable in each and every of the following events:
- (a) **Default** - if the Borrower fails to observe or perform something hereby required to be done or some covenant or condition hereby required to be observed or performed;
 - (b) **Permits To Be Done** - if the Borrower does, or permits to be done, anything which the Borrower has herein agreed not to do or permits to be done;
 - (c) **Misrepresentation** - if any representation or warranty given by the Borrower (or any director or officer thereof if the Borrower is a corporation) is untrue in any material respect;
 - (d) **Winding Up** - if the Borrower is a corporation and if an order is made or a resolution passed for the winding up of the Borrower, or if a petition is filed for the winding up of the Borrower;
 - (e) **Insolvency Proceedings** – if any of the following should occur:
 - i. there is a change in the party appointed as the Borrower's Monitor in the Proceedings without the Lender's prior written consent;
 - ii. failure by the Borrower to pay principal or interest when due;
 - iii. failure by the Borrower to cooperate with the Monitor;
 - iv. any order is issued by a court of competent jurisdiction that materially adversely affects the Lender;
 - v. the issuance of a court order terminating the Proceeding, lifting the stay of proceedings, appointing a receiver, or granting any charge or encumbrance equal or superior in priority to the Securities; and
 - vi. any payment is made by the Borrower that is not contemplated by or within the approved cash flow budget, without the Lender's prior written consent.
 - (g) **Execution Etc.** - if any execution, sequestration, extent or any other process of any Court become enforceable against the Borrower or if a distress or analogous process is levied against the property of the Borrower or any part thereof;
 - (h) **Other Indebtedness** - if the Borrower permits any sum which has been admitted as due by the Borrower or is not disputed to be due by the Borrower and which forms or is capable of being made a charge upon any of the Property in priority to the Securities to remain unpaid after proceedings have been taken to enforce the same as a prior charge;
 - (i) **Default in Other Payment** - if the Borrower defaults in payment of any indebtedness or liability to the Financial Institution (whether secured hereby or not) or to any other lender;
 - (j) **Sale or Lease** - if, without the prior written consent of the Financial Institution, the Borrower sells, agrees to sell, leases, agrees to lease or otherwise disposes or agrees to dispose of the Lands or any part or parts thereof or any interest therein;
 - (k) **Mortgage or Encumbrance** - if, without the prior written consent of the Financial Institution, the Borrower grants or agrees to grant any further mortgage of the Lands or any part or parts thereof or any interest therein or otherwise permits the Lands to be encumbered in any manner other than by encumbrances specifically permitted hereunder;
 - (l) **Construction Contract Default** - if the Borrower defaults under any construction contract entered into by the Borrower with respect to the Project;

- (m) **Change of Control** - if the Borrower is a corporation and if, without the prior written consent of the Financial Institution, there is in the opinion of the Financial Institution a change of effective control of the Borrower;
- (n) **Change in Risk** - if, in the sole opinion of the Financial Institution, a material adverse change in risk occurs;
or
- (o) **Default Under Securities** - if an event of default occurs under any of the Securities.

8.2 **Waiver** - The Financial Institution may waive any Event of Default, provided always that no waiver by the Financial Institution or any failure to take any action to enforce its rights or to enforce any security will extend to or be taken in any manner whatsoever to affect any subsequent Event of Default or the rights resulting therefrom.

8.3 **Completion of Project** - If an Event of Default occurs and is continuing the Financial Institution may, in addition to any other remedies which it has under the Securities

- (a) Enter upon the Lands and complete the Project in accordance with the Plans and Specifications with such changes therein as the Financial Institution may in its absolute discretion deem appropriate;
- (b) Discontinue at any time any work commenced on the Project or change any course of action undertaken by the Borrower;
- (c) Assume any Construction Contract and take over and use all or any part of the labour, materials, supplies and equipment contracted for by the Borrower;
- (d) Engage builders, contractors, architects, engineers and other persons and trades as may be necessary for the purpose of completing the construction of the Project;
- (e) Pay, settle or compromise all bills or claims which may become liens against the Lands; and
- (f) Generally, to take or refrain from taking such action hereunder as the Financial Institution may from time to time determine.

The Borrower hereby irrevocably constitutes and appoints the Financial Institution as its true and lawful attorney in order to complete the foregoing.

8.4 **Reimbursement** - The Borrower will immediately reimburse the Financial Institution on demand for any amount paid under section 8.3 and until reimbursement the amount paid will:

- (a) Bear interest from the date incurred by the Financial Institution at the Interest Rate; and
- (b) Be secured by the Securities.

8.5 **Remedies Not Restrictive** - All remedies stipulated for by the Financial Institution hereunder or in any of the Securities will be deemed to be in addition to and not restrictive of the remedies which the Financial Institution might be entitled to at law or in equity and the Financial Institution may realize any of the Securities or any part thereof in such order as it may be advised and any such realization by any means will not bar realization of any other security or any part or parts thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof nor will the failure on the part of the Financial Institution or any delay in exercising any rights under this Agreement or any of the Securities operate as a waiver.

8.6 **Set Off** - If an Event of Default has occurred and is continuing, in addition to and not in limitation of any rights now or hereafter granted under applicable law or the Securities, provided the Financial Institution is authorized to do so by Court Order, the Financial Institution may without notice to the Borrower and at any time and from time to time set off, apply or transfer any or all sums owing from time to time by the Lender to the Borrower towards the satisfaction of the outstanding balance of the DIP Loan (including principal, interest and Other Amounts).

- 8.7 **Indemnity** - Notwithstanding any other provision of this Agreement, the Borrower will fully indemnify and hold the Financial Institution harmless from and against any loss, expense, damage or liability incurred by it which the Financial Institution may sustain or incur as a result of any Event of Default, including but not limited to legal costs on a full indemnity basis.

PART 9 NOTICES

- 9.1 **Notices** - All notices which may or are required to be given herein or pursuant to this Agreement or relating to the Securities shall be in writing and may be given

- (a) Personally, by serving the same upon the party (or any officer of the party if it is a corporation) to be served, or
- (b) By mail by posting the same by prepaid registered mail addressed:
- (i) To the Borrower at the address of the Borrower set forth in the Offer of Credit;
 - (ii) To the Financial Institution at the branch of the Financial Institution where the loan accounts reside;
 - (iii) To the Indemnitor, if any, at the address of the Indemnitor shown in the Indemnitor Provision, if any, of this Agreement.

Or such other addresses as the parties may advise by notice in writing, or

- (c) By email to the following email addresses but addressed in the manner set out in (b):
- (i) To the Borrower at such email address, if any, as the Borrower may provide to the Financial Institution in writing;
 - (ii) To the Financial Institution at the email address of the division of the Financial Institution found on our website, or any other email address we may advise by notice in writing;
 - (iii) To the Indemnitor, if any, at such email address, if any, shown in the Indemnitor Provision, if any, of this Agreement;

or such other email addresses as the parties may advise by notice in writing.

- 9.2 **Receipt of Notice** - Subject to sections 9.3 and 9.4, any notice shall be deemed to have been received and effectively served

- (a) If served personally, at the time of delivery,
- (b) If mailed, on the third Business Day following posting, and
- (c) If sent by email, at the time of transmission.

- 9.3 **Deemed Receipt Next Business Day** - Notwithstanding any other provisions of this Agreement any notice received or otherwise deemed received after 4:30 p.m. (Pacific time) on a Business Day or on a day which is not a Business Day will be deemed to have only been received on the next Business Day.

- 9.4 **Delays** - In the event that, at the time a notice is mailed or at any time during the period of three Business Days following such mailing, postal or airline or airport employees are engaged in a strike, work slowdown or other work stoppage at the place at which the notice is mailed or at the place to which the notice is mailed or at any point through which such notice must pass, such notice will be deemed to have been given and received at the time when such notice would be received in the ordinary course of the mails, allowing for such strike, work slowdown or other work stoppage.

PART 10 TERMINATION

- 10.1 **Termination of Agreement** - This Agreement will continue in full force and effect until the outstanding balance of the DIP Loan (including principal, interest and all Other Amounts) has been paid in full.

PART 11 GENERAL

- 11.1 **No Obligation to Advance DIP Loan** - Notwithstanding any other provisions hereof neither the execution of this Agreement nor the execution and delivery of the Securities or any other security required and from time to time given by the Borrower to the Financial Institution will bind the Financial Institution to advance the DIP Loan nor will the advance of any part thereof bind the Financial Institution to advance any un-advanced portion thereof.
- 11.2 **Records** - The information in the records of the Financial Institution as to the Account and as to the Borrower being in default of this Agreement or the Securities or any of them and the amount outstanding hereunder and thereunder will be *prima facie* evidence of the obligations of the Borrower hereunder and under the Securities. The Borrower will, on reasonable notice to the Financial Institution, be entitled to obtain extracts of all entries made in such records.
- 11.3 **Costs** - The Borrower will pay the costs of and incidental to the drawing, execution and delivery of this Agreement and of the drawing, execution, delivery and registration of the Securities or any other securities required to or from time to time given by the Borrower to the Financial Institution and at its option the Financial Institution may pay the said costs for the account of the Borrower out of the monies to be advanced on account of the DIP Loan or may debit the Account for the said costs.
- 11.4 **Service Charges** - The Borrower will pay to the Financial Institution the Financial Institution's applicable handling and service charges in connection with the Account and the handling and processing of cheques drawn thereon.
- 11.5 **Assignment by Borrower** - The Borrower will not be entitled to assign any of its rights hereunder except with the prior written consent of the Financial Institution.
- 11.6 **Assignment by Financial Institution** - The Financial Institution may assign its rights hereunder, in whole or in part, but will not assign its rights or any interest under any of the Securities without also assigning the same proportionate rights or interest in this Agreement to the assignee of the Securities.
- 11.7 **Solicitor's Opinion** - The whole of the arrangements described in this Agreement are subject to the solicitors for the Financial Institution being satisfied as to the title of the Lands, the form and content of the Securities, the corporate status of the Borrower and any corporate Indemnitor and as to all legal matters pertaining to the DIP Loan and compliance with the conditions herein, subject always to the right of the solicitors for the Financial Institution to require an opinion from the solicitors for the Borrower pertaining to any of the aforesaid.
- 11.8 **Further Assurances** - The Borrower will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including certificates, declarations, affidavits, reports and opinions) and things as the Financial Institution may reasonably request for the purpose of giving effect to this Agreement or for the purpose of establishing compliance with the representations, warranties and conditions of this Agreement or any of the Securities.
- 11.9 **Non Merger** - The taking of a judgment or judgments or any other action or dealing whatsoever by the Financial Institution in respect of any security given by the Borrower to the Financial Institution will not operate as a merger of any indebtedness of the Borrower to the Financial Institution or in any way suspend payment or affect or prejudice the rights, remedies and powers, legal or equitable, which the Financial Institution may have in connection with such indebtedness and the foreclosure, surrender, cancellation or any other dealing with any such security will not release or affect the liability of the Borrower, or release or affect any of the Securities or any other security held by the Financial Institution.
- 11.10 **Examinations of Books Etc.** - The Financial Institution will have the right whenever it deems reasonably necessary either by its officers or authorized agents to enter upon the Borrower's premises and to inspect the

undertaking, property and assets of the Borrower, all books of account and records of the Borrower and copies of all returns made from time to time by the Borrower to boards, agencies or governmental departments (including the Canada Revenue Agency) and to make extracts therefrom and generally to conduct such examinations as it may see fit and without limiting the generality of the foregoing, the Financial Institution may request information from the solicitor, auditor and other advisors and agents of the Borrower for the time being concerning the affairs and the conduct of business of the Borrower and the Borrower hereby irrevocably authorizes and directs and this will constitute the sufficient authority and direction to any such solicitor, auditor or other person to disclose to the Financial Institution such information as to any and all matters touching upon the affairs and conduct of the business of the Borrower whether of confidential nature or otherwise and any costs, expenses and outlays which the Financial Institution may incur pursuant hereto may be charged to the Account.

- 11.11 **Extension of Dates** - The Financial Institution may extend all relevant dates, including those contained in this Agreement, in the event of fires, strikes, and Acts of God and other events beyond the Borrower's reasonable control and the Borrower will pay all resulting costs to the Financial Institution of extending the date or dates.
- 11.12 **Enurement** - This Agreement and all its provisions will enure to the benefit of and be binding upon the parties hereto, their successors and assigns.
- 11.13 **Statute References** - A reference in this document to a particular statute means the statute as amended from time to time and any statute substituted therefore.
- 11.14 **Interest Act** – If any provision of this Agreement would oblige the Borrower to make any payment of interest or other amount payable to the Financial Institution in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by that Lender of "interest" at a "criminal rate" (as such terms are construed under the *Criminal Code* (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by that Lender of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows:
- 11.14.1 first, by reducing the amount or rate of interest required to be paid to the affected Financial Institution under this Section 11.14; and
- 11.14.2 thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to the Financial Institution which would constitute interest for purposes of Section 347 of the *Criminal Code* (Canada).
- 11.15 **Electronic Mail** - The Financial Institution is entitled to rely on any agreement, document or instrument provided by the Borrower and/or any indemnitor as applicable, by way of electronic mail as though it were an original document. The Financial Institution is further entitled to assume that any communication from the Borrower and/or any indemnitor received by electronic mail is a reliable communication from the Borrower and/or any indemnitor.
- 11.16 **Electronic Imaging** - The parties hereto agree that, at any time, the Financial Institution may convert paper records of this Agreement and all other documentation delivered to the Financial Institution (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of the Financial Institution's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

INSURANCE SCHEDULE - COURSE OF CONSTRUCTION REQUIREMENT**1. During Construction**

- (a) The property must be insured for 100% of replacement cost under a form providing coverage at least equivalent to IAO Form 507 - Builders Risk - All Risk.
- (b) The Builders Risk - All Risk cover must grant permission for partial or full occupancy.
- (c) The insurance policy should include the insurance of the foundation and all parts below ground level.
- (d) Loss must be made payable firstly to the Financial Institution, as its interest may appear and a standard IAO mortgage clause must be attached.
- (e) Comprehensive General Liability Insurance for bodily injury and/or death and damage to property of others in an amount not less than \$3,000,000.

2. Upon Completion of Construction

The Borrower shall keep in force the following insurance in respect of the Lands:

- (a) "All Risks" coverage equivalent to the IAO Commercial Building Form (CBF) for 100% of replacement cost on a stated amount basis, with loss must be made payable firstly to the Financial Institution, as its interests may appear. The policy must contain:
 - (i) A stated amount co-insurance clause;
 - (ii) A standard IAO mortgage clause;
 - (iii) A replacement cost endorsement.
- (b) Broad form boiler insurance including pressure vessels insurance and air-conditioning equipment, if any, and repair and replacement and use and occupancy coverage, with loss must be made payable firstly to the Financial Institution, as its interest may appear and a standard IAO mortgage clause must be attached.
- (c) Wrap-up liability insurance for the Project.
- (d) Rental insurance coverage sufficient to cover 100% of the gross annual rents and if on a net basis, the equivalent gross rentals, for a period of one year.

All of the above policies must be with insurers and on terms and conditions satisfactory to the Financial Institution, must be signed by the insurers and the originals of the policies signed by the insurers must be deposited with the Financial Institution prior to any advances under the loan.

All fire insurance policies must include the insurance of the foundation and all parts below level and in case of destruction of the reconstruction should not be limited to the same site and shall cover debris removal costs.

3. Other Requirements

- (a) All insurance policies will be issued by a company to be communicated to the Financial Institution to confirm acceptability.
- (b) Any deductible amounts under such policies shall be at a maximum of \$25,000.
- (c) The terms and conditions of all insurance policies will be provided to the Financial Institution for review and to confirm acceptability.

4. Loss payable

The policy or policies will contain a standard mortgage clause approved by the Insurance Bureau of Canada and will name Tru Cooperative Bank as first loss payee (as first mortgagee), as its interest may appear and a standard IAO mortgage clause must be attached.

5. Cancellation

The Insurer may reserve the right to cancel the policy as provided by statutory provisions but must agree that it will neither terminate nor alter the policy to our prejudice except by registered letter giving a notification of thirty (30) days to the Financial Institution.

All of the above policies must be with insurers and on terms and conditions satisfactory to the Financial Institution, including the provisions of thirty (30) days written notice to the Financial Institution of cancellation or of any alteration to the policy to the prejudice of the Financial Institution, must be signed by the insurers and the originals of the policies signed by the insurers must be deposited with the Financial Institution prior to any advances under the loan.

6. Adequacy

To confirm adequate coverage, the Financial Institution may, at its discretion, have its insurance consultant review all policies of insurance.

This is **Exhibit "W"** referred to
in the Affidavit of
Jun Bi
affirmed before me at Vancouver, BC
this 4th day of June 2026



A Commissioner for taking Affidavits for
British Columbia

Transaction Information

Reference # 6477175
 Settlement Reference C128052801449200
 Creation Date May 28 2025 09:19
 Created By 080945600:adonnelyef
 Type Regular
 Authorized By 1 080945600:metzleref
 Approval 080945600:metzleref (May 28 2025 09:29)
 Status Pending
 Cross border status No
 Priority Regular
 Source System PSD

Sending Financial Institution

Transit # 080945600
 Sender FI Name ENVISSION FINANCIAL DIVISION
 Full Address #200 - 10633 88 AVENUE, LANGLEY, BC, V2Y 4K5, Canada

Beneficiary's Financial Institution

SWIFT/Transit #/etc 000100022
 Beneficiary FI Name BANK OF MONTREAL
 Full Address 100 KING ST WEST, TORONTO ON M5X 1A3, Canada

Wire Amount

Transfer Amount 281,276.54 CAD
 Central Equivalent Amount 281,276.54 CAD
 Central Rate 1.0
 Member Equivalent Amount 281,276.54 CAD
 Member Rate 1.0
 Member Total 281,276.54 CAD

Wire Sender

Account Number 080937920610000006338
 Business Entity 464 EAGLECREST DRIVE LIMITED PARTNERSHIP
 Full Address 301-5455 WEST BOULEVARD, VANCOUVER, British Columbia, V6M 3W5, Canada

Beneficiary

Account Number 00021676905
 Business Entity WILSON M. BECK INSURANCE SERVICES (ALBERTA) INC
 Full Address 1311 9 AVENUE SW, SUITE 200, CALGARY, Alberta, T3C 0H9, Canada

Payment Details

INSURANCE PREMIUMS
 ACCOUNT NO: TCDEVE-01

Sender FI to Receiver FI Information

FFC - BANK OF MONTREAL / 129 RUE SAINT-JACQUES / MONTREAL / QC / H2Y 1L6

Regulatory Details

Is this transaction face to face?
 NO
 How did the sender pay for this wire?
 Chequing Account
 Was information about the source (person/entity) of funds obtained?
 NO