



Court File No. **VLC-S-S-179749**
No. _____
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE RECEIVERSHIP OF NETWORK INTELLIGENCE INC.

BETWEEN:

1130489 B.C. LTD.

PETITIONER

AND:

NETWORK INTELLIGENCE INC.

RESPONDENTS

PETITION TO THE COURT

ON NOTICE TO:

Network Intelligence Inc.
c/o Its Registered and Records Office
1500 Royal Centre, 1055 West Georgia Street,
Vancouver, BC V6E 4N7

This proceeding has been started by the petitioner(s) for the relief set out in Part 1 below.

If you intend to respond to this petition, you or your lawyer must

- (a) file a response to petition in Form 67 in the above-named registry of this court within the time for response to petition described below, and
- (b) serve on the petitioner(s)
 - (i) 2 copies of the filed response to petition, and
 - (ii) 2 copies of each filed affidavit on which you intend to rely at the hearing.

Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the response to petition within the time for response.

TIME FOR RESPONSE TO PETITION

A response to petition must be filed and served on the petitioner(s),

- (a) if you were served with the petition anywhere within Canada, within 21 days after that service,
- (b) if you were served with the petition anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the petition anywhere else, within 49 days after that service,
- (d) if the time for response has been set by order of the court, within that time.

(1)	The address of the registry is: 800 Smithe Street Vancouver, BC V6Z 2E1
(2)	The ADDRESS FOR SERVICE of the Petitioner is: Lawson Lundell LLP Barristers & Solicitors 1600 – 925 West Georgia Street Vancouver, B.C., V6C 3L2 Attention: Sarah J. Nelligan Fax number for service (if any): 604-641-2816 Email for service (if any): snelligan@lawsonlundell.com
(3)	The name and office address of the Petitioner's solicitor is: Sarah J. Nelligan Lawson Lundell LLP Barristers & Solicitors 1600 – 925 West Georgia Street Vancouver, B.C., V6C 3L2

CLAIM OF THE PETITIONER

Part 1: ORDER(S) SOUGHT

1. A Declaration that default has been made under:
 - (a) A promissory note made in writing and dated September 12, 2017 (the “**Promissory Note**”), between Network Intelligence Inc. (the “**Company**”) as borrower and 1130489

B.C. Ltd. (the “**Petitioner**”) as lender, whereby the Borrower acknowledged it was indebted to the Petitioner for the sum of \$350,000, due on or before September 30, 2017; and

- (b) a general security agreement dated August 22, 2017 (the “**GSA**”) granted to the Petitioner by the Company and that the GSA is a charge on the personal property described therein (the “**Personal Property**”)

ranking in priority to the interests in the Personal Property of the respondents and the heirs, executors, administrators, successors, and assigns of the respondents and all persons claiming by, through, or under them;

An order that interest be assessed in accordance with the Security, or alternatively, in accordance with the *Court Order Interest Act* RSBC 1996, c 79;

2. A Declaration that all of the obligations of Company and under the the GSA are owing to the Petitioner;
3. An Order that the Petitioner do recover judgment against the Company in the sun of \$350,000 Canadian as of October 1, 2017, plus interest in an amount to be assessed;
4. Costs;
5. An Order appointing a receiver-manager of the property, rights, assets, businesses and undertakings of the Company;
6. An Order appointing an interim receiver, pursuant to section 47 of the *Bankruptcy and Insolvency Act* RSC 1985, c B-3;
7. An inquiry into what property is charged by the GSA, what other charges charge the subject property, and their respective priorities;
8. An Order that the Petitioner may apply to this Court for a further summary accounting of any amounts which become due to the Petitioner for interest, taxes, arrears of taxes, insurance premiums, costs, charges, expenses or otherwise since the date of pronouncement of this Order; and
9. An Order for any further relief that this Honourable Court may seem just.

Part 2: FACTUAL BASIS

10. The Petitioner 1130489 B.C. Ltd. is a British Columbia company with a registered and records office located at 1600 – 925 West Georgia Street, Vancouver, BC V6C 3L2.
11. The Company a British Columbia company with a registered and records office located at 1500 Royal Centre, 1055 West Georgia Street, Vancouver BC V6E 4N7.
12. By the Promissory Note, granted by the Company to the Petitioner, the Company acknowledged that it was indebted to the Petitioner for the sum of \$350,000 due and payable

on or before September 30, 2017. Attached hereto and marked as **Annexure A** is a copy of the Promissory Note.

13. As set out in the Promissory Note, the Company further acknowledged that that the Company's obligations under the Promissory Note were secured by the GSA and by the security interest granted by the Company therein.
14. By the GSA, granted by the Company to the Petitioner, the Company granted a charge, lien and security interest in and to the Personal Property in favour of the Petitioner. Attached hereto and marked as **Annexure B** is a copy of the GSA.
15. Notice of the GSA was registered at the British Columbia Personal Property Registry on August 16, 2017 under base registration no. 209643K. Attached hereto and marked as **Annexure C** is a copy of a search of the British Columbia Personal Property Registry with respect to the Company.
16. The GSA was granted as security for payment of all present and future indebtedness and liability of the Company to the Petitioner.
17. The Promissory Note and the GSA are in default due to the Company failing to pay the payments due and owing thereunder.
18. As at October 1, 2017, the Company was indebted to the Petitioner, pursuant to the Promissory Note and the GSA for the sum of \$350,000 (the "**Indebtedness**").
19. In addition to the above, the Company is also indebted to the Petitioner pursuant to:
 - (a) A loan and service agreement made in writing and dated August 22, 2017 (the "**Loan Agreement**"), a copy of which is attached hereto and marked as **Annexure D**; and
 - (b) A share pledge agreement dated August 22, 2017 (the "**Share Pledge**"), a copy of which is attached hereto and marked as **Annexure E**.
20. The GSA also secures the amounts due and owing pursuant to the Loan Agreement.
21. By letter dated October 13, 2017, demand for payment of the Indebtedness was made upon the Company, however it has failed to pay. Attached hereto and marked as **Annexure F** is a copy of that demand.

Part 3: LEGAL BASIS

22. On the facts set out in Part 2 above, namely that:
 - (a) The Promissory Note and GSA are each valid and enforceable agreements as against the Company;
 - (b) The Company is indebted to the Petitioner under the Promissory Note and GSA, with such indebtedness being validly secured by the GSA in priority to the interests of the other Respondents (if any);

(c) The Company is in default of the terms of the Promissory Note and GSA;
and pursuant to the terms of the Promissory Note and GSA, the Petitioner is entitled to the relief sought in Part 1 above.

23. The Petitioner will rely on, *inter alia*:

- (a) Rule 10-2 of the Supreme Court Civil Rules;
- (b) s. 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended;
- (c) ss. 63 and 66 of the *Personal Property Security Act*, R.S.B.C. 1996 c. 359;
- (d) ss. 47(1) and 243 of the *Bankruptcy and Insolvency Act*, RSC 19895, c. B-3; and
- (e) the Inherent Jurisdiction of this Court.

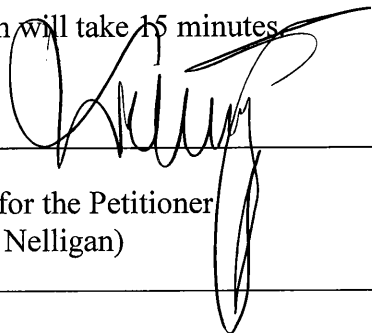
Part 4: MATERIAL TO BE RELIED ON

24. The Affidavit of Yikun Xu in this case, to be sworn.

25. Such further and other material as counsel may advise.

The Petitioner estimates that the hearing of the petition will take 15 minutes

Dated: October 16, 2014



 Counsel for the Petitioner
 (Sarah J. Nelligan)

<i>To be completed by the court only:</i>	
Order made	
<input type="checkbox"/>	in the terms requested in paragraphs _____ of Part 1 of this Petition
<input type="checkbox"/>	with the following variations and additional terms:
Dated:	

Signature of	
<input type="checkbox"/> Judge <input type="checkbox"/> Master	

PROMISSORY NOTE

Vancouver, British Columbia

CAD\$350,000.00

September 12, 2017

FOR VALUE RECEIVED, the undersigned borrower (the "**Borrower**") hereby acknowledges itself indebted to and promises to pay to or to the order of 1130489 B.C. LTD. (the "**Lender**") the sum of THREE HUNDRED AND FIFTY THOUSAND DOLLARS (CAD\$350,000.00) in lawful money of CANADIAN DOLLARS, with no interest, on or before September 30, 2017.

The Borrower acknowledges that the loan and service agreement dated August 22, 2017 between the Borrower, the Lender and Istuary Group Holdings Ltd. is terminated. Notwithstanding the termination of such loan and service agreement, the Borrower acknowledges and agrees that the Borrower's obligations under this promissory note are secured by the general security agreement dated August 22, 2017 between the Borrower and the Lender, and by the security interest granted by the Borrower therein.

Extension of time of payment of all or any part of the amount owing hereunder at any time or times or failure of the holder hereof to enforce any of its rights or remedies hereunder or under any instrument securing this promissory note or any releases or surrender of property shall not release any party hereof and shall not constitute a waiver of the rights of the holder hereof to enforce such rights and remedies thereafter.

The undersigned waives demand and presentment for payment, notice of dishonour, notice of non-payment, protest and notice of protest of this promissory note.

This promissory note shall be governed by and construed in accordance with the laws of the Province of British Columbia. The parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia.

IN WITNESS WHEREOF the undersigned has executed this promissory note on the day and year first above written.

NETWORK INTELLIGENCE INC.

Per: 

Authorized Signatory

ANNEXURE # A

GENERAL SECURITY AGREEMENT

THIS SECURITY AGREEMENT made as of this 22nd day of August, 2017.

FROM:

NETWORK INTELLIGENCE INC., a British Columbia company
having an address at 8th Floor, 1125 Howe Street, Vancouver,
British Columbia V6Z 2K8

(the "Debtor")

TO:

1130489 B.C. LTD., a British Columbia company having an
address at 75 Tiverton Court, Markham, Ontario LR3 4M8

(the "Secured Party")

FOR VALUE RECEIVED, the Debtor covenants, agrees, warrants, represents, acknowledges and confirms to and with the Secured Party and creates and grants the mortgages, charges, transfers, assignments and security interests as follows:

1. SECURITY INTEREST

As security for the payment and performance of the Obligations (as defined in paragraph 3), the Debtor, subject to the exceptions set out in paragraph 2, does:

1.1 Grant to the Secured Party a security interest in, and mortgages, charges, transfers and assigns absolutely, all of the Debtor's present and after-acquired personal property, and all personal property in which the Debtor has rights, of whatever nature or kind and wherever situate, including, without limitation, all of the following now owned or in future owned or acquired by or on behalf of the Debtor:

- (a) all goods, including:
 - (i) all inventory of whatever kind and wherever situate, including, without limitation, goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in progress, finished goods, returned goods, repossessed goods, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing (collectively the "Inventory");
 - (ii) all equipment of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, fixtures, furniture, furnishings, chattels, motor vehicles, vessels and other tangible personal property of whatever nature or kind (collectively the "Equipment");

ANNEXURE # B

- (b) all book accounts and book debts and generally all accounts, debts, dues, claims, choses in action and demands of every nature and kind however arising or secured including letters of credit and advices of credit, which are now due, owing or accruing, or growing due to, or owned by, or which may in future become due, owing or accruing, or growing due to, or owned by the Debtor (the "**Accounts**");
- (c) all contractual rights, insurance claims, licences, goodwill, patents, trademarks, trade names, copyrights and other industrial or intellectual property of the Debtor or in which the Debtor has an interest, all other choses in action of the Debtor of every kind which now are, or which may in future be, due or owing to or owned by the Debtor, and all other intangible property of the Debtor which is not Accounts, Chattel Paper, Instruments, Documents of Title, Securities or Money;
- (d) all Money;
- (e) all property described in any schedule now or at any time in future annexed to this Agreement or agreed to form part of this Agreement;
- (f) the undertaking of the Debtor;
- (g) all Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles and Securities now owned or in future owned or acquired by or on behalf of the Debtor (including those returned to or repossessed by the Debtor) and all other goods of the Debtor that are not Equipment, Inventory or Accounts;
- (h) all proceeds, renewals and accretions, and substitutions of any of the foregoing; and
- (i) all deeds, documents, writings, papers, books of account and other books and electronically recorded data relating to any of the foregoing or by which any of the foregoing is or may in future be secured, evidenced, acknowledged or made payable.

1.2 Charge as and by way of a floating charge to and in favour of the Secured Party, and grant to the Secured Party a security interest, mortgage and charge in and to:

- (a) all the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable and leasehold property and all interests therein, and all easements, rights-of-way, privileges, benefits, licences, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures (collectively "**Real Property**"); and
- (b) all property, assets and undertakings of the Debtor, both present and future, of whatever nature or kind and wherever situate, and all Proceeds thereof and therefrom,

other than any of its property, assets and undertakings otherwise validly and effectively subject to the charges and security interests in favour of the Secured Party created under paragraph 1.1

of this Agreement. This charge attaches immediately upon the Debtor acquiring any rights in any of that property.

1.3 Mortgage and charge as and by way of a fixed and specific charge to and in favour of the Secured Party, and assign and transfer to the Secured Party and grant to the Secured Party, by way of mortgage, charge, assignment and transfer, a security interest in all of the Debtor's right, title and interest, both present and future, in and to all of its presently owned or held and after acquired or held property which:

- (a) is or in future becomes a fixture, or
- (b) constitutes a licence, quota, permit or other similar right or benefit, or crops.

1.4 The mortgages, charges, assignments, transfers and security interests created or granted under paragraphs 1.1, 1.2 and 1.3 of this Agreement are collectively called the "**Security Interest**", and all property, assets, interests and undertakings (including Proceeds) subject to the Security Interest or otherwise charged or secured by this Agreement or expressed to be charged, assigned or transferred, or secured by any instruments supplemental to this Agreement or in implementation of this Agreement are collectively called the "**Collateral**".

2. EXCEPTIONS AND DEFINITIONS

The Security Interest granted by this Agreement shall not extend or apply to and the Collateral shall not extend to the last day of the term of any lease or agreement to lease real property, but upon the enforcement of the Security Interest the Debtor shall stand possessed of such last day in trust to assign and dispose thereof as the Secured Party shall direct.

The terms "**Chattel Paper**", "**Document of Title**", "**Equipment**", "**Consumer Goods**", "**Instrument**", "**Intangible**", "**Security**", "**Proceeds**", "**Inventory**", "**Accessions**", "**Money**", "**financing statement**", "**financing change statement**" and "**verification statement**" shall, unless otherwise defined in this Agreement or otherwise required by the context, be interpreted according to their respective meanings as set out in the British Columbia *Personal Property Security Act*, as amended.

Any reference in this Agreement to "**Collateral**" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof". The Collateral shall not include consumer goods of the Debtor.

The term "**Proceeds**", whenever used and interpreted as above, shall by way of example include trade-ins, equipment, cash, bank accounts, notes, chattel paper, goods, contract rights, accounts and any other personal property or obligation received when such collateral or proceeds are sold, exchanged, collected, or otherwise disposed of. The term "**licence**" means any licence or similar right at any time owned or held by the Debtor including without limitation a "**licence**" as defined in the Act, and the meaning of the term "**crops**" whenever used in this Agreement includes but is not limited to "**crops**" as defined in the Act.

3. OBLIGATIONS SECURED

This Agreement and the Security Interest are in addition to and not in substitution for any other security interest now or in future held by the Secured Party from the Debtor or from any other

person and shall be general and continuing security for the payment of all indebtedness and liability of the Debtor to the Secured Party (including interest thereon), present or future, absolute or contingent, joint or several, direct or indirect, matured or not, extended or renewed, wherever and however incurred, and any ultimate balance thereof, including all advances on current or running account and all future advances and re-advances, and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and whether the Debtor be bound alone or with another or others, and whether as principal or surety, and for the performance and satisfaction of all obligations of the Debtor to the Secured Party, whether or not contained in this Agreement, and whether the Debtor be bound alone or with another or others (all of which indebtedness, liability and obligations are collectively the "**Obligations**").

4. PROHIBITIONS

Without the prior written consent of the Secured Party, the Debtor shall not and shall not have power to:

- (a) grant, create or permit to be created any security interest in, charge, encumbrance or lien over, or claim against any of its property, assets or undertakings that rank or could rank in priority to or *pari passu* with the Security Interest;
- (b) grant, sell or otherwise assign its Chattel Paper; or
- (c) issue or have outstanding at any time any secured or unsecured bonds, debentures, debenture stock, or other evidences of indebtedness of the Debtor or of any predecessor in title of the Debtor issued under a trust deed or other instrument running in favour of a trustee.

5. ATTACHMENT

The Debtor acknowledges and confirms that:

- (a) there is no intention to delay the time of attachment of the Security Interest created by this Agreement, and the Security Interest shall attach at the earliest time permissible under the laws governing this Agreement;
- (b) value has been given; and
- (c) the Debtor has (or in the case of any after-acquired property, will have at the time of acquisition) rights in the Collateral.

6. REPRESENTATIONS AND WARRANTIES

6.1 The Debtor represents and warrants to the Secured Party that:

- (a) if the Debtor is a company or a partnership, this Agreement is granted in accordance with resolutions of the directors (and of the shareholders as applicable) or of the partners, as the case may be, of the Debtor, and that all other matters and things have been done and performed so as to authorize and

make the execution and delivery of this Agreement, and the performance of the Debtor's obligations hereunder, legal, valid and binding;

- (b) the Debtor lawfully owns and possesses all presently held Collateral and has good title thereto, free from all security interests, charges, encumbrances, liens and claims, save only the charges or security interests, if any, shown in any schedule to this Agreement and those consented to in writing by the Secured Party, and the Debtor has good right and lawful authority to grant a security interest in the Collateral as provided by this Agreement;
- (c) where the Collateral includes Accounts, Chattel Paper or Instruments, each is enforceable in accordance with its terms against the party obligated thereunder, and that the Debtor has fully and accurately disclosed to the Secured Party the amount owing thereunder and any other relevant information concerning liability for payment thereunder;
- (d) for goods constituting Collateral, the Debtor has in this Agreement or elsewhere fully and accurately disclosed to the Secured Party the locations thereof and of the business operations and records of the Debtor.

6.2 All representations and warranties given by the Debtor under a mortgage (the "**Mortgage**") between the Secured Party and the Debtor dated the date of this Agreement shall form representations and warranties of this Agreement and this Agreement shall be read and construed to include such representations and warranties.

7. COVENANTS OF THE DEBTOR

7.1 The Debtor covenants with the Secured Party that at all times while this Agreement remains in effect the Debtor shall:

- (a) defend the title to the Collateral for the benefit of the Secured Party against the claims and demands of all persons;
- (b) fully and effectually maintain and keep maintained the validity and effectiveness of the Security Interest;
- (c) maintain the Collateral in good order and repair;
- (d) forthwith pay:
 - (i) all taxes, assessments, rates, duties, levies, government fees, claims, dues and other charges of every nature that may be lawfully levied, assessed or imposed upon it or the Collateral when due, unless the Debtor shall in good faith contest its obligations so to pay and shall furnish such security as the Secured Party may require; and
 - (ii) all security interests, charges, encumbrances, liens and claims that rank or could in any event rank in priority to the Security Interest, other than the charges or security interests, if any, shown in any schedule to this Agreement and those consented to in writing by the Secured Party;

- (e) forthwith reimburse and indemnify the Secured Party for all costs, charges, expenses and legal fees and disbursements that may be incurred by the Secured Party in:
 - (i) inspecting the Collateral;
 - (ii) negotiating, preparing, perfecting and registering this Agreement or notice of it and other documents, whether or not relating to this Agreement;
 - (iii) investigating title to the Collateral;
 - (iv) taking, recovering, keeping possession of and insuring the Collateral; and
 - (v) all other actions and proceedings taken in connection with the preservation of the Collateral and the enforcement of this Agreement and of any other Security Interest held by the Secured Party as security for the Obligations;
- (f) at the Secured Party's request at any time and from time to time, execute and deliver such further and other documents and instruments and do all acts and things as the Secured Party in its absolute discretion requires in order to confirm and perfect, and maintain perfection of, the Security Interest in favour of the Secured Party upon any of the Collateral;
- (g) notify the Secured Party promptly of:
 - (i) any change in the information contained in this Agreement relating to the Debtor, its address, its business, or the Collateral, including without limitation any change of name or address of the Debtor and any change in location of any Collateral;
 - (ii) the details of any material acquisition of Collateral;
 - (iii) any material loss or damage to the Collateral;
 - (iv) any material default by any account debtor in payment or other performance of his or her obligations to the Debtor with respect to any Accounts;
 - (v) the return to or repossession by the Debtor of the Collateral where such return or repossession of the Collateral is material in relation to the business of the Debtor; and
 - (vi) the details of any claims or litigation affecting the Debtor or the Collateral;
- (h) prevent the Collateral, other than Inventory sold, leased or otherwise disposed of as permitted by this Agreement, from being or becoming an accession to other property not covered by this Agreement;
- (i) permit the Secured Party and its representatives, at all reasonable times, access to all its property, assets and undertakings and to all its books of account and

records for the purpose of inspection, and render all assistance necessary for such inspection; and

- (j) deliver to the Secured Party from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying;
 - (iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
 - (iv) all policies and certificates of insurance relating to the Collateral; and
 - (v) any information concerning the Collateral, the Debtor, and the Debtor's business and affairs as the Secured Party may reasonably require;
- (k) carry on and conduct the business of the Debtor in a proper and efficient manner and so as to protect and preserve the Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning the Collateral;
- (l) observe and perform the additional covenants, if any, set out in any schedule attached to this Agreement.

7.2 Except as provided in this Agreement, without the prior written consent of the Secured Party, the Debtor shall not:

- (a) sell, lease or otherwise dispose of the Collateral;
- (b) release, surrender or abandon possession of the Collateral; or
- (c) move or transfer the Collateral from the jurisdiction or jurisdictions in which the Security Interest has been perfected.

7.3 Provided that the Debtor is not in default under this Agreement, at any time without the consent of the Secured Party the Debtor may lease, sell, license, consign or otherwise deal with items of Inventory in the ordinary course of its business and for the purposes of carrying on its business.

7.4 The Debtor covenants that to the extent that any monies, credit or other consideration provided by the Secured Party has enabled the Debtor to purchase or acquire rights in any personal property or assets, the Security Interest is and shall remain a purchase money security interest.

8. INSURANCE

8.1 The Debtor covenants that at all times while this Agreement is in effect, the Debtor shall:

- (a) maintain or cause to be maintained insurance on the Collateral with an insurer, of kinds, for amounts and payable to such person or persons, all as the Secured Party may require, and in particular but without limitation maintain insurance on the Collateral to its full insurable value against loss or damage by fire including extended coverage endorsement, and in the case of motor vehicles and other mobile Collateral, maintain insurance against theft;
- (b) cause the insurance policy or policies required under this Agreement to be assigned to the Secured Party and have as part thereof a standard mortgage clause or a mortgage endorsement, as appropriate; and
- (c) pay all premiums in connection with such insurance, and deliver all such policies to the Secured Party, if it so requires.

8.2 If proceeds of any insurance required under this Agreement become payable, the Secured Party may, in its absolute discretion, apply those proceeds to such part or parts of the Obligations as the Secured Party may see fit, or the Secured Party may release any such insurance proceeds to the Debtor for the purpose of repairing, replacing, or rebuilding, but any release of insurance proceeds to the Debtor shall not operate as a payment on account of the Obligations or in any way affect this Agreement.

8.3 The Debtor shall forthwith, on the happening of loss or damage to the Collateral, notify the Secured Party thereof and furnish to the Secured Party at the Debtor's expense any necessary proof and do any necessary act to enable the Secured Party to obtain payment of the insurance proceeds, but nothing contained in this Agreement shall limit the Secured Party's right to submit to the insurer a proof of loss on its own behalf.

8.4 The Debtor irrevocably authorizes and directs the insurer under any policy of insurance required under this Agreement to include the name of the Secured Party as a loss payee on any cheque or draft that may be issued with respect to a claim under and by virtue of such insurance, and the production by the Secured Party to any insurer of a certified copy of this Agreement shall be its full and complete authority for so doing.

8.5 If the Debtor fails to maintain insurance as required by this Agreement, the Secured Party may, but shall not be obliged to, maintain or effect such insurance coverage, or so much thereof as the Secured Party considers necessary for its protection.

9. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with the Debtor's covenants contained in this Agreement and compliance with paragraph 11 of this Agreement, the Debtor may, until default, possess, operate, collect, use and enjoy, and deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement; provided always that the Secured Party shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Secured Party may consider appropriate. The Debtor agrees to furnish all assistance and information and to perform all such acts as the Secured Party may reasonably request in connection therewith, and for such purpose to grant to the

Secured Party or its agents access to all places where the Collateral may be located and to all premises occupied by the Debtor.

10. SECURITIES

If Collateral at any time includes Securities, the Debtor authorizes the Secured Party to transfer the same or any part of them into its own name or that of its nominee(s) so that the Secured Party or its nominee(s) may appear on record as the sole owner of them; provided that, until default, the Secured Party shall deliver promptly to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, the Debtor waives all rights to receive any notices or communications received by the Secured Party or its nominee(s) as such registered owner and agrees that no proxy issued by the Secured Party to the Debtor or its order as aforesaid shall thereafter be effective.

11. COLLECTION OF DEBTS

Before or after default under this Agreement, without notice to the Debtor, the Secured Party may notify all or any account debtors of the Debtor of the Security Interest and may also direct such account debtors to make all payments on Collateral to the Secured Party. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from account debtors, whether before or after notification of this Security Interest to account debtors, and whether before or after default under this Agreement, shall be received and held by the Debtor in trust for the Secured Party and shall be turned over to the Secured Party upon request. This includes interest on deferred payment contracts, and the payments themselves, and lease payments, if any.

12. INCOME FROM AND INTEREST ON COLLATERAL

12.1 Until default, the Debtor reserves the right to receive any money constituting income from or interest on Collateral and if the Secured Party receives any such money before default, the Secured Party shall either credit that money against the Obligations or pay it promptly to the Debtor.

12.2 After default, the Debtor shall not request or receive any money constituting income from or interest on Collateral and if the Debtor receives any such money in any event, the Debtor shall hold that money in trust for the Secured Party and shall pay it promptly to the Secured Party.

13. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

13.1 Whether or not default has occurred, the Debtor authorizes the Secured Party:

- (a) to receive any increase in or profits on the Collateral (other than money) and to hold the same as part of the Collateral. Money so received shall be treated as income for the purposes of paragraph 12 of this Agreement and dealt with accordingly, and

- (b) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor; and to hold any such payment or distribution as part of Collateral.

13.2 If the Debtor receives any such increase or profits (other than money) or payments or distributions, the Debtor shall deliver the same promptly to the Secured Party to be held by the Secured Party as provided in this Agreement.

14. DISPOSITION OF MONIES

Subject to any applicable requirements of the Act, all monies collected or received by the Secured Party under or in exercise of any right it possesses with respect to Collateral shall be applied on account of the Obligations in such manner as the Secured Party deems best or, at the option of the Secured Party, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Secured Party under this Agreement, and any surplus shall be accounted for as required by law.

15. PERFORMANCE OF OBLIGATIONS

If the Debtor fails to perform any of its obligations under this Agreement, the Secured Party may, but shall not be obliged to, perform any or all of those obligations without prejudice to any other rights and remedies of the Secured Party under this Agreement, and any payments made and any costs, charges, expenses and legal fees and disbursements (on a solicitor and own client basis) incurred in connection therewith shall be payable by the Debtor to the Secured Party forthwith with interest until paid at the highest rate borne by any of the Obligations and such amounts shall be secured by this Agreement and rank prior to all claims subsequent to this Agreement.

16. DEFAULT

16.1 Unless waived by the Secured Party, it shall be an event of default ("default") under this Agreement and the security constituted by this Agreement shall immediately become enforceable if:

- (a) any term, covenant or representation of this Agreement is breached or if default occurs under the Mortgage, if any;
- (b) any amount owed to the Secured Party is not paid when due;
- (c) the Debtor defaults or threatens to default in payment when due or performance of any of the Obligations;
- (d) the Debtor or any guarantor of the Debtor declares itself to be insolvent, makes an assignment for the benefit of its creditors, is declared bankrupt, declares bankruptcy, makes a proposal, or otherwise takes advantage of provisions under the *Bankruptcy and Insolvency Act*, the *Companies Creditors' Arrangement Act*, or similar legislation in any jurisdiction, or fails to pay its debts generally as they become due;

- (e) a receiver or receiver-manager is appointed;
- (f) the Debtor ceases to carry on all or a substantial part of its business;
- (g) distress, execution or seizure of any of the Collateral occurs;
- (h) if the Debtor is a corporation, there is a change of voting control without the Secured Party's consent;
- (i) the Debtor changes its name or amalgamates or merges without the Secured Party's consent;
- (j) the Debtor allows any hazardous materials to be brought upon any lands or premises occupied by the Debtor; or
- (k) the Secured Party in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance of the Obligations is impaired or that any of the Collateral is or is about to be placed in jeopardy.

16.2 It shall be an event of default under this Agreement and the security constituted by this Agreement shall immediately become enforceable if any term, covenant or representation in any other agreement, contract or other commitment of the Debtor to the Secured Party is breached or if default should occur under the same.

17. ACCELERATION

The Secured Party, in its sole discretion, may declare all or any part of the Obligations that are not by their terms payable on demand to be immediately due and payable in the event of any default, or, in the absence of default, if the Secured Party considers or deems itself insecure or that the Collateral is in jeopardy. The provisions of this paragraph do not and are not intended to affect in any way any rights of the Secured Party with respect to any Obligations that may now or in future be payable on demand.

18. ENFORCEMENT

18.1 Upon any default under this Agreement, the security constituted by this Agreement shall immediately become enforceable, and any floating charge will immediately attach the Real Property and Collateral. To enforce and realize on the security constituted by this Agreement, the Secured Party may take any action permitted by law or in equity, as it may deem expedient, and in particular, but without limiting the generality of the foregoing, the Secured Party may do any of the following:

- (a) appoint by instrument a receiver, receiver and manager or receiver-manager (the person so appointed is called the "**Receiver**") of the Collateral, with or without bond as the Secured Party may determine, and from time to time in its absolute discretion remove such Receiver and appoint another in its stead;

- (b) enter upon any premises of the Debtor and take possession of the Collateral with power to exclude the Debtor, its agents, and its servants from those premises, without becoming liable as a mortgagee in possession;
- (c) preserve, protect and maintain the Collateral and make such replacements and repairs and additions as the Secured Party may deem advisable;
- (d) sell, lease or otherwise dispose of all or any part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained, and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Secured Party may seem reasonable, provided that if any sale, lease or other disposition is on credit, the Debtor shall not be entitled to be credited with the proceeds of any such sale, lease or other disposition until the monies therefor are actually received; and
- (e) exercise all of the rights and remedies of a secured party under the Act.

18.2 A Receiver appointed under this Agreement shall be the agent of the Debtor and not of the Secured Party, and the Secured Party shall not be in any way responsible for any misconduct, negligence or nonfeasance on the part of any Receiver, its servants, agents or employees. A Receiver shall, to the extent permitted by law or to such lesser extent permitted by its appointment, have all the powers of the Secured Party under this Agreement, and in addition shall have power to carry on the business of the Debtor and for such purpose to enter upon, use and occupy all premises owned or occupied by the Debtor in which Collateral may be situate, maintain Collateral upon such premises, use, Collateral directly or indirectly in carrying on the Debtor's business, and from time to time borrow money either unsecured or secured by a security interest in any of the Collateral.

18.3 Subject to the claims, if any, of the creditors of the Debtor ranking in priority to this Agreement, all amounts realized from the disposition of Collateral under this Agreement shall be applied as the Secured Party, in its absolute discretion, may direct or as follows:

- (a) in payment of all costs, charges and expenses (including legal fees and disbursements on a solicitor and own client basis) incurred by the Secured Party in connection with or incidental to:
 - (i) the exercise by the Secured Party of all or any of the powers granted to it under this Agreement; and
 - (ii) the appointment of the Receiver and the exercise by the Receiver of all or any of the powers granted to it under this Agreement, including the Receiver's reasonable remuneration and all outgoings properly payable by the Receiver excluding the Receiver's borrowings;
- (b) in payment of any sum or sums borrowed by the Receiver from the Secured Party and interest thereon if such sum or sums are secured by the Collateral;
- (c) in or toward payment to the Secured Party of all principal and other monies (except interest) due in respect of the Obligations;

- (d) in or toward payment to the Secured Party of all interest remaining unpaid in respect of the Obligations;
- (e) in or toward payment of any sum or sums borrowed by the Receiver from any financial institution, corporation or person other than the Secured Party, and interest thereon if such sum or sums are secured by the Collateral.

Subject to applicable law and the claims, if any, of other creditors of the Debtor, any surplus shall be paid to the Debtor.

18.4 The Debtor agrees that the Secured Party may exercise its rights and remedies under this Agreement immediately upon default, except as may be otherwise provided in the Act, and the Debtor expressly confirms that, except as may be otherwise provided in this Agreement or in the Act, the Secured Party has not given any covenant, express or implied, and is under no obligation to allow the Debtor any period of time to remedy any default before the Secured Party exercises its rights and remedies under this Agreement.

19. DEFICIENCY

If the amounts realized from the disposition of the Collateral are not sufficient to pay the Obligations in full, the Debtor shall pay to the Secured Party the amount of such deficiency immediately upon demand for the same.

20. RIGHTS CUMULATIVE

All rights and remedies of the Secured Party set out in this Agreement are cumulative, and no right or remedy contained in this Agreement is intended to be exclusive but each shall be in addition to every other right or remedy contained in this Agreement or in any existing or future security agreement or now or in future existing at law, in equity or by statute, or under any other agreement between the Debtor and the Secured Party that may be in effect from time to time.

21. LIABILITY OF SECURED PARTY

The Secured Party shall not be responsible or liable for any debts contracted by it, for damages to persons or property or for salaries or non-fulfilment of contracts during any period when the Secured Party shall manage the Collateral upon entry, as provided in this Agreement, nor shall the Secured Party be liable to account as mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or for any default or omission for which a mortgagee in possession may be liable. The Secured Party shall not be bound to do, observe or perform or to see to the observance or performance by the Debtor of any obligations or covenants imposed upon the Debtor, nor shall the Secured Party, in the case of Securities, Instruments or Chattel Paper, be obliged to preserve rights against other persons, nor shall the Secured Party be obliged to keep any of the Collateral identifiable. The Debtor waives any applicable provision of law permitted to be waived by it which imposes higher or greater obligations upon the Secured Party than as contained in this paragraph.

22. APPOINTMENT OF ATTORNEY AND DEED

22.1 The Debtor irrevocably appoints the Secured Party or the Receiver, as the case may be, with full power of substitution, to be the attorney of the Debtor for and in the name of the Debtor to sign, endorse or execute under seal or otherwise any deeds, documents, transfers, cheques, instruments, demands, assignments, assurances or consents that the Debtor is obliged to sign, endorse or execute, and generally to use the name of the Debtor and to do all things as may be necessary or incidental to the exercise of all or any of the powers conferred on the Secured Party or the Receiver, as the case may be, under this Agreement.

22.2 Whether or not the Debtor attaches its corporate seal, if a corporation, this Agreement is intended to be and is deemed to be a deed given under seal.

23. ACCOUNTS

Notwithstanding any other provision of this Agreement, the Secured Party may collect, realize, sell or otherwise deal with the Accounts or any part of them in such manner, upon such terms and conditions, and at such time or times, whether before or after default, as may seem to it advisable, and without notice to the Debtor, except in the case of disposition after default and then subject to the provisions of Part 5 of the Act. All monies or other forms of payment received by the Debtor in payment of any Account shall be received and held by the Debtor in trust for the Secured Party.

24. 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 Agreement) may be applied to such part or parts of the Obligations as the Secured Party may see fit, and the Secured Party may at all times and from time to time change any appropriation as the Secured Party may see fit.

25. LIABILITY TO ADVANCE

None of the preparation, execution, perfection and registration of this Agreement or notice of this Agreement or the advance of any monies shall bind the Secured Party to make any advance or loan or further advance or loan or renew any note or extend any time for payment of any indebtedness or liability of the Debtor to the Secured Party.

26. WAIVER

The Secured Party may from time to time and at any time waive in whole or in part any right, benefit or default under any paragraph of this Agreement but any such waiver of any right, benefit or default on any occasion shall be deemed not to be a waiver of any such right, benefit or default thereafter, or of any other right, benefit or default, as the case may be, and no delay or omission by the Secured Party in exercising any right or remedy under this Agreement or with respect to any default shall operate as a waiver thereof or of any other right or remedy.

27. NOTICE

Any notice, demand or other communication required or permitted to be given under this Agreement shall be effectually made or given if delivered by prepaid private courier to the address of each party set out below:

(a) To the Debtor: 8th Floor, 1125 Howe Street
Vancouver, British Columbia
V6Z 2K8

Attention: Yian Sun

(b) To the Secured Party: 75 Tiverton Court
Markham, Ontario
L3R 4M8

Attention: Lixin Wang

with a copy to: Lawson Lundell LLP
Suite 1600 – 925 West Georgia Street
Vancouver, British Columbia
V6C 3L2

Attention: Jack Yong

or to such other address as either party may designate in the manner set out above. Any notice, demand or other communication shall be deemed to have been given and received on the day of prepaid private courier delivery.

28. EXTENSIONS

The Secured Party 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 the Security Interest, and otherwise deal with the Debtor, account debtors of the Debtor, sureties, and others and with the Collateral, the Security Interest and other security interests as the Secured Party sees fit without prejudice to the liability of the Debtor or the Secured Party's right to hold and realize on the security constituted by this Agreement.

29. NO MERGER

This Agreement shall not operate to create any merger or discharge of any of the Obligations, or of any assignment, transfer, guarantee, lien, mortgage, contract, promissory note, bill of exchange or security interest of any form held or which may in future be held by the Secured Party from the Debtor or from any other person. The taking of a judgment with respect to any of the Obligations shall not operate as a merger of any of the covenants contained in this Agreement.

30. ASSIGNMENT

The Secured Party may, without further notice to the Debtor, at any time assign, transfer or grant a security interest in this Agreement and the Security Interest. The Debtor expressly agrees that the assignee, transferee or secured party, as the case may be, shall have all of the Secured Party's rights and remedies under this Agreement, and the Debtor shall not assert any defence, counterclaim, right of setoff, or otherwise with respect to any claim that the Debtor now has or in future acquires against the Secured Party in any action commenced by such assignee, transferee or secured party, as the case may be, and shall pay the Obligations to the assignee, transferee or secured party, as the case may be, as the Obligations become due.

31. SATISFACTION AND DISCHARGE

Any partial payment or satisfaction of the Obligations, or any ceasing by the Debtor to be indebted to the Secured Party, shall be deemed not to be a redemption or discharge of this Agreement. The Debtor shall be entitled to a release and discharge of this Agreement upon full payment and satisfaction of all Obligations and upon written request by the Debtor and payment to the Secured Party of all costs, charges, expenses and legal fees and disbursements (on a solicitor and own client basis) incurred by the Secured Party in connection with the Obligations and such release and discharge.

32. ENUREMENT

This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors and permitted assigns.

33. INTERPRETATION

33.1 In this Agreement:

- (a) "**Debtor**" and the personal pronoun "**it**" or "**its**" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used, depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, shall apply to and be binding upon each of them jointly and severally;
- (b) "**Act**" means the British Columbia *Personal Property Security Act* and all regulations thereunder as amended.

33.2 Words and expressions used in this Agreement that have been defined in the Act shall be interpreted in accordance with their respective meanings given in the Act, whether expressed in this Agreement with or without initial capital letters and whether in the singular or the plural, unless otherwise defined in this Agreement or unless the context otherwise requires, and, wherever the context so requires, in this Agreement the singular shall be read as if the plural were expressed, and vice-versa, and the provisions of this Agreement shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

33.3 Should any provision of this Agreement be declared or held invalid or unenforceable in whole or in part or against or with respect to the Debtor by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any or all of the remaining provisions of this Agreement, which shall continue in full force and effect and be construed as if this Agreement had been executed without the invalid or unenforceable provision.

33.4 The headings of the paragraphs of this Agreement have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Agreement.

33.5 This Agreement shall be governed by the laws of British Columbia.

34. MISCELLANEOUS

34.1 All of the agreements, covenants, representations and warranties of the Debtor under this Agreement are the joint and several agreements, covenants, representations and warranties of all parties comprising the Debtor, if there are two or more parties.

34.2 The Debtor authorizes the Secured Party to file such financing statements, financing change statements and other documents, and do such acts, matters and things as the Secured Party may deem appropriate, to perfect on an ongoing basis and continue the Security Interest, to protect and preserve the Collateral, and to realize upon the Security Interest.

34.3 The Debtor waives protest of any Instrument constituting Collateral at any time held by the Secured Party on which the Debtor is any way liable and, subject to the provisions of the Act, notice of any other action taken by the Secured Party.

34.4 The Debtor covenants that it shall not amalgamate with any other company or entity without first obtaining the written consent of the Secured Party. The Debtor acknowledges and agrees that if it amalgamates with any other company or companies, then it is the intention of the parties that the term "**Debtor**" when used in this Agreement shall apply to each of the amalgamating companies and to the amalgamated company, so that the Security Interest granted by this Agreement:

- (a) shall extend to "**Collateral**" (as that term is defined in this Agreement) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" owned or acquired by the amalgamated company thereafter, and
- (b) shall secure the "**Obligations**" (as that term is defined in this Agreement) of each of the amalgamating companies and the amalgamated company to the Secured Party at the time of amalgamation and any "**Obligations**" of the amalgamated company to the Secured Party arising thereafter. The Security Interest shall attach to "**Collateral**" owned by each company amalgamating with the Debtor, and by the amalgamated company, at the time of amalgamation, and shall attach to any "**Collateral**" thereafter owned or acquired by the amalgamated company when that Collateral becomes owned or is acquired.

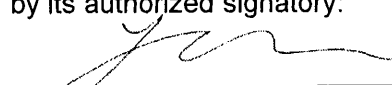
34.5 The Debtor authorizes the Secured Party to provide a copy of this Agreement and such other information and documents specified under the Act to any person entitled under the Act to demand and receive them.

35. COPY OF AGREEMENT AND FINANCING STATEMENT

The Debtor:

- (a) acknowledges receiving a copy of this Agreement, and
- (b) waives all rights to receive from the Secured Party a copy of any financing statement, financing change statement or verification statement filed, issued or obtained at any time in respect of this Agreement.

IN WITNESS WHEREOF the Debtor has executed this Agreement on the 22nd day of August, 2017.

Officer Signature(s)	EXECUTION DATE	Party(ies) Signature(s)						
_____	<table border="1" style="border-collapse: collapse; width: 100px;"><tr><td style="text-align: center;">Y</td><td style="text-align: center;">M</td><td style="text-align: center;">D</td></tr><tr><td style="text-align: center;">2017</td><td style="text-align: center;">08</td><td style="text-align: center;">22</td></tr></table>	Y	M	D	2017	08	22	Network Intelligence Inc. by its authorized signatory:  _____ Name: Yi An Sun _____ Name:
Y	M	D						
2017	08	22						

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

BC OnLine: PPRS SEARCH RESULT 2017/10/16
Lterm: XPSP0054 For: P068602 LAWSON LUNDELL LLP 11:29:33

Index: BUSINESS DEBTOR

Search Criteria: NETWORK INTELLIGENCE INC

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

Reg. Date: AUG 09, 2016 Reg. Length: 5 YEARS
Reg. Time: 12:36:31 Expiry Date: AUG 09, 2021
Base Reg. #: 465668J Control #: D3963445

Block#

S0001 Secured Party: ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO ON M2P 0A4

=D0001 Base Debtor: NETWORK INTELLIGENCE INC.
(Business) SUITE 800, 1125 HOWE ST
VANCOUVER BC V6Z 2K8

General Collateral:

MONEYS OR AMOUNTS THAT MAY FROM TIME TO TIME BE ON DEPOSIT
IN THE NAME OF DEBTOR WITH OR OWED TO DEBTOR BY SECURED
PARTY, ROYAL BANK MORTGAGE CORPORATION, THE ROYAL TRUST
COMPANY OR ROYAL TRUST CORPORATION OF CANADA OR ANY TWO OR
MORE OF THEM, AND IN THE DEBTOR'S RIGHTS IN THOSE MONEYS OR
THOSE AMOUNTS.

PROCEEDS: ALL PROCEEDS INCLUDING, WITHOUT LIMITATION,
GOODS (INCLUDING INVENTORY AND EQUIPMENT (EQUIPMENT
INCLUDES, WITHOUT LIMITATION, MACHINERY, TOOLS, APPARATUS,
PLANT, FURNITURE, FIXTURES, AIRCRAFT AND VEHICLES OF
WHATSOEVER NATURE AND KIND) BUT EXCLUDING CONSUMER GOODS),
MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS AND
SECURITIES.

Registering

Party: ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO ON M2P 0A4

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

Reg. Date: AUG 16, 2017 Reg. Length: 1 YEAR
Reg. Time: 15:40:11 Expiry Date: AUG 16, 2018
Base Reg. #: 209643K Control #: D4723192

Block#

S0001 Secured Party: 1130489 BC LTD
75 TIVERTON COURT
MARKHAM ON L3R 4M8

=D0001 Base Debtor: NETWORK INTELLIGENCE INC
(Business) SUITE 800, 1125 HOWE STREET
VANCOUVER BC V6Z 2K8

General Collateral:

ALL OF THE DEBTOR'S, ES PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

ANNEXURE #C

LOAN AND SERVICE AGREEMENT

THIS AGREEMENT dated as of this 22nd day of August, 2017.

BETWEEN:

1130489 B.C. LTD., a British Columbia company having an address at 75 Tiverton Court, Markham, Ontario L3R 4M8

(the "**Lender**")

AND:

NETWORK INTELLIGENCE INC., a British Columbia company having an address at 8th Floor, 1125 Howe Street, Vancouver, British Columbia V6Z 2K8

(the "**Borrower**")

AND:

ISTUARY GROUP HOLDINGS LTD., a British Columbia company having an address at 8th Floor, 1125 Howe Street, Vancouver, British Columbia V6Z 2K8

(the "**Guarantor**")

WHEREAS:

- A. The Borrower and the Guarantor have requested that the Lender loan to the Borrower the sum of ONE MILLION TWO HUNDRED THOUSAND U.S. DOLLARS (US\$1,200,000.00) (the "**Loan**") on the terms and conditions specified in this Agreement.
- B. The Lender has agreed to provide the Loan to the Borrower upon and subject to the terms and conditions contained herein.

IN CONSIDERATION of the Lender making the Loan and the covenants and agreements contained in this Agreement, the parties agree as follows:

1. The Loan

- 1.1 The Lender agrees to lend to the Borrower, and the Borrower agrees to borrow from the Lender, by way of one or more advances from time to time, the Loan, up to an aggregate maximum principal amount (for all advances) of US\$1,200,000, upon the terms and conditions contained herein.
- 1.2 Advances shall be based on written requests submitted by the Borrower to the Lender with material supporting information. The Lender will use its commercially reasonable efforts to confirm or decline each such request within two (2) Business Days ("**Business Day**" means a day which is not a Saturday, Sunday or statutory holiday in British Columbia, or Ontario, Canada) of receipt of a request, together with all material supporting information, from the Borrower.

ANNEXURE # D

2. **Use of Funds**

2.1 The Borrower may use the proceeds of the Loan for the working capital purposes of the Borrower.

3. **Interest**

3.1 The Loan shall accrue interest from the date hereof up to the date of full repayment of the Loan at a rate of 50.0% per annum compounded annually.

4. **Repayment**

4.1 The Loan, together with all accrued and unpaid interest, shall become due and be paid in full on the date that is seven (7) days after the first advance (the "**Repayment Date**"). The term of the Loan is the period commencing as of the Advance Date and ending on the Repayment Date (the "**Term**").

5. **Prepayment**

5.1 The Borrower acknowledges and agrees that the Loan is a closed term loan during the Term and the Borrower may not repay the Loan during the Term.

6. **Fees and Costs**

6.1 The Borrower shall pay all of the Lender's costs, including Lender's fee, broker commission, solicitor's fees and disbursements, for the preparation of this Agreement, registration of the security for the Loan. On default, the Borrower shall pay all costs, charges and expenses of the Lender in enforcing this Agreement, including solicitor and client costs. All such costs and expenses shall be payable on demand.

7. **Manner of Payments**

7.1 All payments to be made by the Borrower to the Lender under this Agreement shall be in United States funds and made to the Lender by wire transfer, cheque, direct deposit or bank draft in immediately available funds to such account or accounts of the Lender as the Lender may direct from time to time.

8. **Security**

8.1 The Borrower shall grant, or otherwise provide, to the Lender as security for repayment of the Loan the following security, all in form and substance satisfactory to the Lender (the "**Security**");

- (a) a general security agreement from the Borrower in favour of the Lender creating a security interest in all of the Borrower's present and after-acquired personal property and all proceeds of that property (the "**GSA**");
- (b) a share pledge agreement from the Guarantor pledging in favour of the Lender all shares in the capital of the Borrower registered in the name of the Guarantor (the "**Share Pledge Agreement**");
- (c) a guarantee executed by the Guarantor (the "**Guarantee**"); and

- (d) such further security as the Lender may require of the Borrower and/or the Guarantor from time to time to secure the Loan.

9. Conditions Precedent

9.1 The obligation of the Lender to provide the Loan, including any advance under the Loan, is conditional upon:

- (a) the receipt by the Lender of a copy of the GSA, duly executed by the Borrower;
- (b) the receipt by the Lender of a copy of the Share Pledge Agreement, duly executed by the Guarantor;
- (c) the receipt by the Lender of a copy of the Guarantee, duly executed by the Guarantor;
- (d) the receipt by the Lender of all other documents and instruments as required by the Lender and its legal counsel in connection with the matters set out in this Agreement; and
- (e) at the time of any advance, the Borrower and the Guarantor being in compliance with their respective obligations under this Agreement, the GSA, the Share Pledge Agreement and the Guarantee.

10. Representations and Warranties

10.1 The Borrower hereby represents and warrants to the Lender that:

- (a) the Borrower has the legal right and capacity to enter into this Agreement and carry out the transactions contemplated hereby;
- (b) the Borrower is in compliance with all necessary legal requirements with respect to the borrowing of the Loan and the execution and delivery of the Security;
- (c) to its knowledge, there are no actions, suits or proceedings, pending or threatened against or affecting, or which could affect, the Borrower or its assets or on behalf of any government authority or otherwise; and
- (d) the Borrower has disclosed all material facts with respect to the transactions contemplated hereby, and that all financial information or otherwise provided by it to the Lender in connection with the Loan is complete and accurate, and the Borrower acknowledges that the Lender is making the Loan available to the Borrower in reliance on the truth, completeness and accuracy of this information and the representations and warranties contained in this Agreement.

11. Covenants and Agreements

11.1 The Borrower covenants and agrees with the Lender that the Borrower shall:

- (a) while any part of the Loan is outstanding, do all such acts and things necessary to ensure that all of the representations and warranties of the Borrower remain true and correct;

- (b) immediately notify the Lender in writing should an event of default as provided for in section 12.1 occur;
- (c) pay duly and punctually all amounts due hereunder;
- (d) not sign any credit agreement without the prior written consent of the Lender; and
- (e) not create, incur, suffer to exist, assume, guaranty, endorse, become a surety, or otherwise become liable for the debt or other obligations of any other person whether directly or indirectly, or make or incur any other obligation or loan.

11.2 The Guarantor covenants and agrees with the Lender that the Guarantor shall:

- (a) pay duly and punctually all amounts due hereunder; and
- (b) observe and perform all the covenants, provisos, conditions and agreements of the Borrower contained herein.

12. Events of Default

12.1 Each of the following, unless waived by the Lender in writing, shall be an event of default under this Agreement and, upon the occurrence of an event of default, the obligations of the Lender hereunder shall terminate forthwith and the Loan and any other amounts outstanding hereunder shall become immediately repayable without demand:

- (a) a default at any time of payment of the Loan when due;
- (b) a breach by the Borrower of any other covenant or agreement herein contained or any other document or instrument executed by the Borrower in favour of the Lender or to which the Lender is a party to;
- (c) a breach by the Guarantor of covenant or agreement herein contained or any other document or instrument executed by the Guarantor in favour of the Lender or to which the Lender is a party to;
- (d) the Borrower makes or threatens to make an assignment for the benefit of its creditors, is declared bankrupt, makes or threatens a proposal or otherwise takes or threatens to take advantage of provisions for relief under any bankruptcy or insolvency legislation;
- (e) a receiver, receiver and manager or receiver/manager is appointed for all or any part of the property and assets of the Borrower;
- (f) an order of execution against the property and assets of the Borrower, or any part thereof, remains unsatisfied for a period of 10 days;
- (g) any representation or warranty, whether or not contained herein, by or on behalf of the Borrower to the Lender is untrue in any material respect; or
- (h) any representation or warranty, whether or not contained herein, by or on behalf of the Guarantor to the Lender is untrue in any material respect.

13. Services

- 13.1 During the Term, the Lender will provide the following services to the Borrower (the "**Services**"):
- (a) arranging for and implementing payment of trade payables and other operating costs of the Borrower, on behalf of the Borrower;
 - (b) assisting the Borrower in identifying other potential sources of financing; and
 - (c) providing the Borrower with consulting services in respect of the Borrower's financial restructuring, cost restructuring and overall business strategy.
- 13.2 In consideration of the Lender's Services, the Borrower shall pay to the Lender, at the expiry of the Term, fees of US\$55,000.00 (the "**Service Fees**").
- 13.3 The Borrower shall reimburse the Lender for pre-approved expenses ("**Expenses**") reasonably incurred by the Lender in the course of rendering the Services.
- 13.4 The Borrower will pay all applicable sales taxes (excluding income tax payable by the Lender) required by law or governmental authority relating to the Services.
- 13.5 Notwithstanding anything to the contrary contained in this Agreement, the aggregate liability of the Lender, its directors, officers and employees under this Agreement, including liability for errors, omissions or negligence and breach of contract, shall be limited to the Service Fees paid to the Lender under this Agreement and any such liability shall expire one year from the last performance by the Lender of Services.

14. General

- 14.1 Time shall be of the essence of this Agreement.
- 14.2 No alteration, amendment or modification of this Agreement or any provision of this Agreement shall be valid and binding upon the parties hereto unless such alteration, amendment or modification is in writing executed by the parties.
- 14.3 No waiver or delay on the part of the Lender in exercising any right or privilege hereunder and no waiver as to any event of default hereunder shall operate as a waiver thereof unless made in writing and signed by the Lender. No written waiver shall preclude the further or other exercise by the Lender of any right, power or privilege hereunder or extend to or apply to any further event of default.
- 14.4 The parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as any party may reasonably require in order to carry out the full intent and meaning of this Agreement.
- 14.5 Any demand, notice or other communication (each a "**Communication**") to be made or given hereunder shall be in writing and, in order to be effectively given, shall be made or given by personal delivery or by prepaid registered mail to the address of the respective party set forth on the first page of this Agreement, with a copy all Communications made or given to the Lender to be provided to:

Lawson Lundell LLP
Suite 1600 – 925 West Georgia Street
Vancouver, B.C. V6C 3L2

Attention: Jack Yong
Fax: (604) 669-1620

Either party may from time to time notify the other party hereto in accordance with this section 14.5 of any change of address which thereafter, until changed by like notice, shall be the address of such party for all purposes under this Agreement. Any Communication made or given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof. Any Communication made or given by prepaid registered mail shall be conclusively deemed to have been given on the fifth Business Day after which it is mailed. For the purposes of this section 14.5, "**Business Day**" shall mean any day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia.

- 14.6 This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 14.7 In the event any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby, and any such invalid, illegal or unenforceable provision shall be deemed to be severable.
- 14.8 This Agreement shall be binding upon and shall enure to the benefit of the Borrower and the Lender and their respective heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors and assigns provided that the Borrower shall not assign any of its rights or obligations hereunder without the prior written consent of the Lender.
- 14.9 This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.
- 14.10 This Agreement may be executed by the parties and transmitted by email, facsimile or other functionally equivalent electronic means and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had executed and delivered an original Agreement.

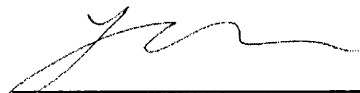
[signature pages follow]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the date first set forth above.

1130489 B.C. LTD.

Per: _____
Authorized Signatory

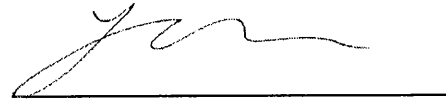
NETWORK INTELLIGENCE INC.

Per:  _____
Authorized Signatory

[Lender and Borrower's signature page of Loan Agreement]

ISTUARY GROUP HOLDINGS LTD.

Per:

A handwritten signature in black ink, appearing to be 'J. M.', is written over a solid horizontal line.

Authorized Signatory

[Guarantor's signature page of Loan Agreement]

SHARE PLEDGE AGREEMENT

This Share Pledge Agreement dated for reference August 22nd, 2017, made by **ISTUARY GROUP HOLDINGS LTD.** (the “**Pledgor**”) to and in favour of **1130489 B.C. LTD.** (the “**Secured Party**”).

WHEREAS:

A. The Pledgor is as at the date hereof the holder of 7,000,000 Common shares (collectively, the “**Shares**”) in the capital of **NETWORK INTELLIGENCE INC.** (the “**Company**”).

B. The Company, together with the Pledgor, has entered into a loan agreement dated August 22, 2017 with the Secured Party, as lender (the “**Loan Agreement**”), pursuant to which the Secured Party has agreed to make available to the Company a loan in the principal amount of US\$1,200,000 (the “**Loan**”), subject to certain terms and conditions.

C. As a condition of the Loan, and as security for the repayment of the Loan and the performance by the Company of all of its covenants and obligations under the Loan Agreement and related security (collectively, the “**Obligations**”), the Secured Party requires and the Pledgor has agreed to execute and deliver this Share Pledge Agreement together with the original share certificates representing the pledged Shares (the “**Certificates**”) and an executed instrument of transfer in respect thereof, to and in favour of the Secured Party.

NOW THEREFORE WITNESSES that in consideration of these premises, the sum of \$1.00 now paid by the Secured Party to the Pledgor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Pledgor, the Pledgor covenants, declares and agrees as follows:

1. **Pledge of Shares.** The Pledgor hereby assigns, mortgages, charges, hypothecates and pledges to and deposits with the Secured Party, and grants to the Secured Party a security interest in, the Shares and the Certificates together with all replacements thereof, substitutions therefor, accretions thereto, interest thereon and proceeds thereof, to be held by the Secured Party, as general and continuing collateral security for the payment and performance of the Obligations.

2. **Delivery of Certificates.** The Certificates (together with an executed instrument of transfer in respect thereof) shall forthwith be delivered to and remain in the custody of the Secured Party or its nominee. Upon the occurrence of a default or event of default under the Loan, the Loan Agreement or any related security, any or all Shares may, at the option of the Secured Party, be registered in the name of the Secured Party or its nominee and the Pledgor covenants to deliver such documents with respect to the Shares as the Secured Party or its nominee may reasonably from time to time request, satisfactory in form and substance to the Secured Party. If the charter documents of the Company or any other agreement to which the Pledgor is a party, restrict the transfer of the Shares, then the Pledgor shall also deliver to the Secured Party a certified copy of a resolution of the directors or shareholders of the Company consenting to the transfer(s) contemplated by this Share Pledge Agreement or such other documentation and consents as may be required to effect the transfer(s) contemplated by this Share Pledge Agreement.

3. **Realization of the Shares.** Upon the failure of the Company or the Pledgor to pay or perform any of the Obligations when due and payable or to be performed or upon the occurrence of any other default or event of default under the Loan, the Loan Agreement or any related security, as the case

ANNEXURE # E

may be, and the expiry of any applicable cured period, the Secured Party or its agent may realize upon or otherwise deal with or dispose of the Shares by sale, transfer or delivery or exercise and enforce all rights and remedies of a holder of the Shares as if the Secured Party were absolute owner thereof, without notice to or control by the Pledgor, and all formalities prescribed by law are hereby waived. Any such remedy may be exercised separately or in combination and shall be in addition to and not in substitution for any other rights the Secured Party may have, however created, provided that the Secured Party shall not be bound to exercise any such right or remedy. The Secured Party shall not be bound under any circumstances to realize upon the Shares and neither the Secured Party nor its agents shall be responsible for any loss occasioned by any sale or other dealing with the Shares permitted by and made in accordance with law, or by the retention of or delay or failure to sell or otherwise deal with or dispose of the Shares.

4. Power of Attorney. The Pledgor hereby authorizes and empowers the Secured Party or any agent thereof as attorney to sign any transfer or other document necessary to complete the transfer of any of the Shares. The Secured Party may grant time for payment or any other indulgence, take and give up securities, and may grant releases and discharges and otherwise deal with the Pledgor and with any other persons and the Shares and Certificates as the Secured Party or any agent thereof may see fit without liability to the Pledgor for any loss thereby occasioned to the Pledgor. So long as any amount remains unpaid in respect of the Obligations, the Pledgor hereby irrevocably appoints the Secured Party or any officer thereof as its attorney in the name of the Pledgor but for the use and benefit of the Secured Party, to do all such acts and take all such proceedings as the Secured Party may from time to time think advisable to realize upon the Shares in accordance with the terms hereof and to enforce the rights hereby assigned and obtain possession of and realize upon the property hereby assigned.

5. Dealing with the Shares and the Lien hereof. The Secured Party shall not be obliged to exhaust its recourse against the Pledgor or any other persons or against any other security it may hold in respect of the Obligations before the Secured Party may realize upon or otherwise deal with the Shares or Certificates in such manner as the Secured Party may consider desirable. The Secured Party may grant extensions or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Pledgor and with other parties, sureties or securities as it may see fit without prejudice to the Obligations or the rights of the Secured Party in respect of this Share Pledge Agreement.

6. Costs of Realization. All costs and charges incurred by or on behalf of the Secured Party with reference to the Shares or the realization thereof (including all reasonable legal fees and disbursements, on a solicitor and own client basis, all court costs and expenses of taking possession of, protecting and realizing upon the security constituted by the Shares and the costs and charges in connection with realizing, collecting, selling, transferring, delivering or obtaining payment of the Shares) shall be added to and form a part of the Obligations and shall be a first charge upon the proceeds of any such realization, collection, sale, transfer, delivery or obtaining of payment.

7. Application of Moneys. Any proceeds of the Shares may be held in lieu of Shares realized upon and may, as and when the Secured Party sees fit, be applied or appropriated as the Secured Party may elect on account of the Obligations and the balance, if any, shall be paid to the Pledgor or as a court of competent jurisdiction may direct. If there shall be a deficiency, then, the Pledgor shall remain liable for such deficiency and shall pay the amount of such deficiency to the Secured Party forthwith.

8. Share Rights. Until such time, if ever, as this Share Pledge Agreement shall be discharged and the Shares and Certificates released to the Pledgor, the Secured Party shall be entitled to exercise any and all voting rights and other consensual rights pertaining to the Shares pledged under this Agreement, and receive and enjoy any dividends or other distributions made on or in respect of the Shares and to exercise all option, conversion, voting or other like rights attaching thereto.

9. **Payment.** Upon satisfaction of the Obligations, the Secured Party shall release the Shares and the Certificates to the Pledgor.

10. **No Merger, etc.** This Share Pledge Agreement shall not operate by way of merger of any of the Obligations and no judgment recovered by the Secured Party shall operate by way of merger of or in any way affect the security of the Shares and Certificates.

11. **Supplemental Security.** This Share Pledge Agreement and the Shares and Certificates are in addition, without prejudice, and supplemental to and not in substitution for any other security held or which may hereafter be held by the Secured Party.

12. **Further Assurances.** The Pledgor shall from time to time, whether before or after the Secured Party makes a demand for payment of the Obligations, do all such acts and things and execute and deliver all such deeds, transfers, assignments and instruments as the Secured Party may require for perfecting the security constituted hereby or by the Shares, for facilitating the sale of or exercise by the Secured Party of rights under the Shares in connection with any realization thereof and for exercising all powers, authorities and discretions hereby conferred upon the Secured Party.

13. **Headings, etc.** The division of this Share Pledge Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation hereof.

14. **Governing Law.** This Share Pledge Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and shall be treated in all respects as a British Columbia contract.

15. **Successors, etc.** This Share Pledge Agreement shall enure to the benefit of the Secured Party and its successors and assigns and shall be binding upon the Pledgor and its successors and permitted assigns. All rights of the Secured Party hereunder shall be assignable.

16. **Severability.** The invalidity or unenforceability of any provision of this Share Pledge Agreement shall not affect the validity or enforceability of any other provision hereof and any such invalid or unenforceable provision shall be deemed to be severable from the other provisions hereof.

17. **Notices.** Any notices permitted or required hereunder shall be delivered:

If to the Pledgor to:

Istuary Group Holdings Ltd.
8th Floor, 1125 Howe Street
Vancouver, British Columbia, V6Z 2K8

Attention: Yian Sun

If to the Secured Party to:

1130489 B.C. Ltd.
75 Tiverton Court
Markham, Ontario, L3R 4M8

Attention: Lixin Wang

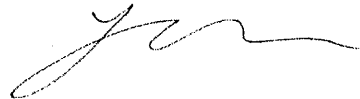
18. Incorporation of Schedules. Schedule A hereto shall, for all purposes hereof, form an integral part of this Share Pledge Agreement.

19. Acknowledgement of Receipt/Waiver. The Pledgor acknowledges receipt of an executed copy of this Share Pledge Agreement and expressly waives the right to receive a copy of any financing statement or confirmation statement or financing change statement which may be registered by or on behalf of the Secured Party in connection with this Share Pledge Agreement or any verification statement issued with respect thereto, where such waiver is not otherwise prohibited by law.

IN WITNESS WHEREOF the Pledgor has duly executed this Share Pledge Agreement as of the day and year set out below.

Dated as of the date first above written.

ISTUARY GROUP HOLDINGS LTD.:

Per: 

Authorized Signatory

SCHEDULE A

SHARES OWNED BY THE PLEDGOR

<i>Pledged Entity</i>	<i>Class of Shares</i>	<i>Share Certificate No.</i>	<i>Number of Shares</i>
Network Intelligence Inc.	Common	C-4	7,000,000

INSTRUMENT OF TRANSFER

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto
_____ 1130489 B.C. Ltd. _____, 7,000,000 Common shares issued in the
name of the undersigned on the books of **NETWORK INTELLIGENCE INC.** (the
“**Company**”) represented by share certificate number C-4.

DATED the 22 day of August, 2017.

ISTUARY GROUP HOLDINGS LTD.

Per: 

Authorized Signatory



Suite 1600 Cathedral Place
925 West Georgia Street
Vancouver, BC
Canada V6C 3L2

October 13, 2017

DELIVERED

Network Intelligence Inc.
c/o Its Registered and Records Office
1500 Royal Centre
1055 West Georgia Street
PO Box 11117
Vancouver, BC V6E 4N7

Sarah J. Nelligan
T: 604.631.9199
F: 604.641.2816
snelligan@lawsonlundell.com

Dear Sirs and Mesdames:

Re: Your indebtedness to 1130489 B.C. Ltd. (“489 BC Ltd.”) evidenced by, *inter alia*, a promissory note dated September 12, 2017 in the principal amount of \$350,000 (the “Promissory Note”) and secured by, *inter alia*, a general security agreement dated August 22, 2017 (the “GSA”)

We are the solicitors for 489 BC Ltd. with respect to the above-reference matter.

We are instructed that you have defaulted in your obligations to our client. We are further instructed that the amount of your indebtedness to 489 BC Ltd. as at October 13, 2017, is CAD\$350,000 (the “**Indebtedness**”).

On behalf of our client, we hereby make formal demand upon you for payment of the Indebtedness. We also make demand upon you pursuant to the Promissory Note and GSA.

This letter is to advise you that unless payment of the Indebtedness, plus interest to the date of payment, plus legal costs, is made into this office by certified cheque or bank draft payable to “Lawson Lundell LLP, in trust”, on or before 5 p.m. on Monday October 23, 2017, legal proceedings, which may include enforcement of 489 BC Ltd.’s security, and/or the appointment of a Receiver or a Receiver Manager and/or the appointment of an agent, will be commenced against you without further notice.

Pursuant to the provisions of the *Bankruptcy and Insolvency Act*, we are enclosing a Notice of Intention to Enforce Security in the prescribed form.

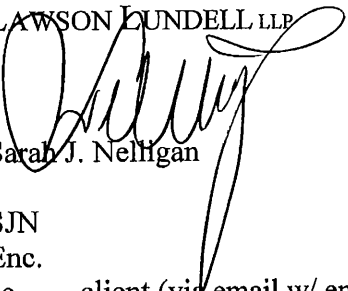
ANNEXURE # F

Page 2

All inquiries and payments should be directed to the attention of the writer to ensure that due credit is given immediately to your account.

Yours very truly,

LAWSON LUNDELL LLP


Sarah J. Nelligan

SJN

Enc.

cc. client (via email w/ enclosure); and

Yian (Ethan) Sun, 800 – 1125 Howe Street, Vancouver, BC V6Z 2K8

BANKRUPTCY AND INSOLVENCY ACT

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY
[Subsection 244(1)]

TO: NETWORK INTELLIGENCE INC.

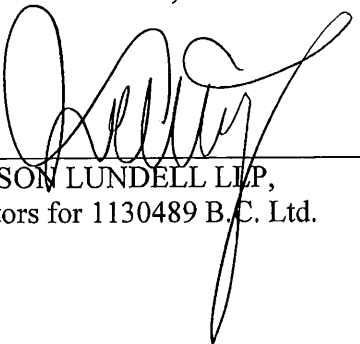
Take notice that:

1. 1130489 B.C. Ltd., a secured creditor, intends to enforce its security on the property of Network Intelligence Inc., described below:

All present and after-acquired personal property of Network Intelligence Inc.

2. The security that is to be enforced is in the form of a General Security Agreement dated August 22, 2017.
3. The total amount of indebtedness secured by the security is \$350,000 as at October 13, 2017.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless Network Intelligence Inc. consents to an earlier enforcement.

Dated at Vancouver, British Columbia, this 13th day of October, 2017.



LAWSON LUNDELL LLP,
solicitors for 1130489 B.C. Ltd.

