



This is the 1st affidavit
of Navneet Sidhu in this case
and was made on 11 /JUL/2025
NO. H-250800
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ROYAL BANK OF CANADA

PETITIONER

AND:

1075 NELSON DEVELOPMENT LIMITED PARTNERSHIP
1075 NELSON DEVELOPMENT GP INC.
1075 NELSON DEVELOPMENT HOLDINGS INC.
BRIVIA FAMILY INVESTMENTS INC.
KHENG LY
1409658 B.C. LTD.
TRAVELERS INSURANCE COMPANY OF CANADA

RESPONDENT

AFFIDAVIT

I, **NAVNEET SIDHU**, of 250 Howe Street, 20th Floor, Vancouver, BC, Legal Assistant, SWEAR THAT:

1. I am employed by the law firm of Dentons Canada LLP (the "**Dentons**"), solicitors for Royal Bank of Canada (the "**Petitioner**"), and as such have personal knowledge of the matters herein deposed to.
2. I have read the Petition to the Court, dated 10/JULY2025 (the "**Petition**"). With respect to paragraph 2 of Part 2 of the Petition, now shown to me and attached hereto as **Exhibit "A"** is a copy of the BC Registry Services search in respect of 1075 Nelson Development Limited Partnership.
3. With respect to paragraph 3 of Part 2 of the Petition, now shown to me and attached hereto as **Exhibit "B"** is a copy of the BC Registry Services search in respect of 1075 Nelson Development GP Inc.
4. With respect to paragraph 4 of Part 2 of the Petition, now shown to me and attached hereto as **Exhibit "C"** is a copy of the BC Registry Services search in respect of 1075 Nelson Development Holdings Inc.

5. With respect to paragraph 4 of Part 2 of the Petition, now shown to me and attached hereto as **Exhibit "D"** is a copy of the Quebec Corporate search in respect of Brivia Family Investments Inc.
6. With respect to paragraphs 7 and 27 of Part 2 of the Petition, now shown to me and attached hereto as **Exhibit "E"** is a copy of the mortgage and assignment of rents registered on title to the Real Property (as defined in the Petition) in favour of Travelers Insurance Company of Canada.
7. With respect to paragraphs 8 and 25 of Part 2 of the Petition, now shown to me and attached hereto as **Exhibit "F"** is a copy of the mortgage and assignment of rents registered on title to the Real Property (as defined in the Petition) in favour of 1409658 B.C. LTD.
8. With respect to paragraph 10 of Part 2 of the Petition, now shown to me and attached hereto as **Exhibit "G"** is a copy of the Title Search Print for the Real Property (as defined in the Petition) that is the subject matter of this proceeding.
9. With respect to paragraph 17(b) of Part 2 of the Petition:
- a) now shown to me and attached hereto as **Exhibit "H"** is a copy of the BC Personal Property Registry Search for 1075 Nelson Development Limited Partnership;
 - b) now shown to me and attached hereto as **Exhibit "I"** is a copy of the BC Personal Property Registry Search for 1075 Nelson Development GP Inc.; and
 - c) now shown to me and attached hereto as **Exhibit "J"** is a copy of the BC Personal Property Registry Search for 1075 Nelson Development Holdings Inc.

SWORN BEFORE ME at Vancouver, BC, on
11/JUL/2025.


A Commissioner for taking Affidavits within
British Columbia


NAVNEET SIDHU

CASSANDRA J. FEDERICO
Barrister & Solicitor
DENTONS CANADA LLP
20th Floor, 250 Howe Street
Vancouver, B.C. V6C 3R8
Telephone (604) 687-4460

This is **Exhibit "A"** referred to in the affidavit of Navneet Sidhu sworn before me at **Vancouver, BC** this 11 day of July, 2025.



A Commissioner for taking Affidavits
For **British Columbia**



Limited Partnership Summary

For

1075 NELSON DEVELOPMENT LIMITED PARTNERSHIP

Date and Time of Search: July 11, 2025 10:13 AM Pacific Daylight Time
Currency Date: June 16, 2025

ACTIVE

Registration Number: LP0839605
Name of Limited Partnership: 1075 NELSON DEVELOPMENT LIMITED PARTNERSHIP
Registration Date: March 31, 2021
Termination Date: December 31, 2050

REGISTERED OFFICE INFORMATION

Registered Office Address:
2400 - 745 THURLOW ST
VANCOUVER BC V6E 0C5

GENERAL PARTNER INFORMATION

Individual or Company Name:
1075 NELSON DEVELOPMENT GP INC.
Residential or Registered Address:
2400 - 745 THURLOW ST
VANCOUVER BC V6E 0C5

Incorporation or Registration
1297243

This is **Exhibit "B"** referred to in the affidavit of Navneet Sidhu sworn before me at **Vancouver, BC** this 11 day of July, 2025.

A handwritten signature in blue ink, appearing to read 'C. N. Allen', is written over a horizontal line.

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
1075 NELSON DEVELOPMENT GP INC.

Date and Time of Search: July 11, 2025 10:14 AM Pacific Time
Currency Date: April 16, 2025

ACTIVE

Incorporation Number: BC1297243
Name of Company: 1075 NELSON DEVELOPMENT GP INC.
Business Number: 768362667 BC0001
Recognition Date and Time: Incorporated on March 30, 2021 02:16 PM Pacific Time
Last Annual Report Filed: March 30, 2025

In Liquidation: No
Receiver: No

REGISTERED OFFICE INFORMATION

Mailing Address:
SUITE 2400
745 THURLOW STREET
VANCOUVER BC V6E 0C5
CANADA

Delivery Address:
SUITE 2400
745 THURLOW STREET
VANCOUVER BC V6E 0C5
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
SUITE 2400
745 THURLOW STREET
VANCOUVER BC V6E 0C5
CANADA

Delivery Address:
SUITE 2400
745 THURLOW STREET
VANCOUVER BC V6E 0C5
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Ly, Kheng

Mailing Address:
1425 RENÉ-LÉVESQUE BOULEVARD WEST
SUITE 503
MONTRÉAL QC H3G 1T7
CANADA

Delivery Address:
1425 RENÉ-LÉVESQUE BOULEVARD WEST
SUITE 503
MONTRÉAL QC H3G 1T7
CANADA

OFFICER INFORMATION AS AT March 30, 2025

Last Name, First Name, Middle Name:

Ly, Kheng

Office(s) Held: (President, Secretary)**Mailing Address:**

1425 RENÉ-LÉVESQUE BOULEVARD WEST
SUITE 503
MONTRÉAL QC H3G 1T7
CANADA

Delivery Address:

1425 RENÉ-LÉVESQUE BOULEVARD WEST
SUITE 503
MONTRÉAL QC H3G 1T7
CANADA

This is **Exhibit "C"** referred to in the affidavit of Navneet Sidhu sworn before me at **Vancouver, BC** this 11 day of July, 2025.



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

1075 NELSON DEVELOPMENT HOLDINGS INC.

Date and Time of Search: July 11, 2025 10:16 AM Pacific Time

Currency Date: April 16, 2025

ACTIVE

Incorporation Number: BC0979494

Name of Company: 1075 NELSON DEVELOPMENT HOLDINGS INC.

Business Number: 849639976 BC0001

Recognition Date and Time: Incorporated on September 04, 2013 09:34 AM Pacific Time

In Liquidation: No

Last Annual Report Filed: September 04, 2022

Receiver: No

COMPANY NAME INFORMATION

Previous Company Name

NELSON STREET RESIDENCES LTD.

0979494 B.C. LTD.

Date of Company Name Change

April 15, 2021

February 26, 2014

REGISTERED OFFICE INFORMATION

Mailing Address:

SUITE 2400
745 THURLOW STREET
VANCOUVER BC V6E 0C5
CANADA

Delivery Address:

SUITE 2400
745 THURLOW STREET
VANCOUVER BC V6E 0C5
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

SUITE 2400
745 THURLOW STREET
VANCOUVER BC V6E 0C5
CANADA

Delivery Address:

SUITE 2400
745 THURLOW STREET
VANCOUVER BC V6E 0C5
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:

Ly, Kheng

Mailing Address:

1425 RENE-LEVESQUE BOULEVARD WEST
SUITE 503
MONTREAL QC H3G 1T7
CANADA

Delivery Address:

1425 RENE-LEVESQUE BOULEVARD WEST
SUITE 300
MONTREAL QC H3G 1T7
CANADA

OFFICER INFORMATION AS AT September 04, 2022**Last Name, First Name, Middle Name:**

Ly, Kheng

Office(s) Held: (President, Secretary)**Mailing Address:**

1425 RENÉ-LÉVESQUE BOULEVARD WEST
SUITE 503
MONTREAL QC H3G 1T7
CANADA

Delivery Address:

1425 RENÉ-LÉVESQUE BOULEVARD WEST
SUITE 503
MONTREAL QC H3G 1T7
CANADA

This is **Exhibit "D"** referred to in the affidavit of Navneet Sidhu sworn before me at **Vancouver, BC** this 11 day of July, 2025.



A Commissioner for taking Affidavits
For **British Columbia**

<u>État des informations</u>
<u>Convention unanime, actionnaires, administrateurs, dirigeants, bénéficiaires ultimes et fondé de pouvoir</u>
<u>Établissements</u>
<u>Index des documents</u>
<u>Index des noms</u>
<u>Historique</u>

ÉTAT DE RENSEIGNEMENTS D'UNE PERSONNE MORALE AU REGISTRE DES ENTREPRISES

Renseignements en date du 2025-06-09 00:00:00

État des informations

Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1171412019
Nom	INVESTISSEMENTS FAMILIAUX BRIVIA INC.
Version du nom dans une autre langue	BRIVIA FAMILY INVESTMENTS INC.

Adresse du domicile

Adresse	503-1425 boul. René-Lévesque O Montréal (Québec) H3G1T7 Canada
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Adresse du domicile élu

Adresse	Aucune adresse
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Immatriculation

Date d'immatriculation	2015-11-23
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Statut	Immatriculée
Date de mise à jour du statut	2015-11-23
Date de fin d'existence prévue	Aucune date de fin d'existence n'est déclarée au registre.


Forme juridique

Forme juridique	Société par actions ou compagnie
Date de la constitution	2015-11-20 Constitution
Régime constitutif	QUÉBEC : Loi sur les sociétés par actions (RLRQ, C. S-31.1)
Régime courant	QUÉBEC : Loi sur les sociétés par actions (RLRQ, C. S-31.1)


Dates des mises à jour

Date de mise à jour de l'état de renseignements	2024-08-12
Date de la dernière déclaration de mise à jour annuelle	2024-06-28 2023
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2025	2026-05-01
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2024	2025-05-01

Faillite

 L'entreprise n'est pas en faillite.

Fusion, scission et conversion

 Aucune fusion ou scission n'a été déclarée.

Continuation et autre transformation



Aucune continuation ou autre transformation n'a été déclarée.

Liquidation ou dissolution



Aucune intention de liquidation ou de dissolution n'a été déclarée.

Activités économiques et nombre de salariés

1er secteur d'activité

Code d'activité économique (CAE)	7215
Activité	Sociétés de portefeuille (holdings)
Précisions (facultatives)	-

2e secteur d'activité



Aucun renseignement n'a été déclaré.

Nombre de salariés

Nombre de salariés au Québec	Aucun
Proportion de salariés qui ne sont pas en mesure de communiquer en français au travail	Non tenue de déclarer cette information

CONVENTION UNANIME, ACTIONNAIRES, ADMINISTRATEURS, DIRIGEANTS, BÉNÉFICIAIRES ULTIMES ET FONDÉ DE POUVOIR

Actionnaires

Premier actionnaire	Le premier actionnaire est majoritaire.
Nom de famille	LY
Prénom	KHENG
Adresse du domicile	Adresse non publiable

Adresse professionnelle

503-1425 boul. René-Lévesque O Montréal (Québec) H3G1T7 Canada

Convention unanime des actionnaires

Il n'existe pas de convention unanime des actionnaires conclue en vertu d'une loi du Québec ou d'une autre autorité législative du Canada.

Administrateurs

Liste des administrateurs

Nom de famille	LY
Prénom	KHENG
Date du début de la charge	2015-11-20
Fonctions actuelles	Président Secrétaire
Adresse du domicile	Adresse non publiable
Adresse professionnelle	503-1425 boul. René-Lévesque O Montréal (Québec) H3G1T7 Canada

Dirigeants non membres du conseil d'administration

Aucun dirigeant non membre du conseil d'administration n'a été déclaré.

Déclaration relative aux Bénéficiaires ultimes

Tous les bénéficiaires ultimes de l'entreprise ont été retracés et identifiés.

Listes des bénéficiaires ultimes

Nom de famille	Ly
Prénom	Kheng
Date du début du statut	2015-11-20
Situations applicables au bénéficiaire ultime	Plus de 75 % des droits de vote.

Adresse du domicile	Adresse non publiable
Adresse professionnelle	503-1425 boul. René-Lévesque O Montréal (Québec) H3G1T7 Canada

Fondé de pouvoir

i Aucun fondé de pouvoir n'a été déclaré.

Administrateurs du bien d'autrui

i Aucun administrateur du bien d'autrui n'a été déclaré.

ÉTABLISSEMENTS

i Aucun établissement n'a été déclaré.

INDEX DES DOCUMENTS

Documents en traitement

i Aucun document n'est actuellement traité par le Registraire des entreprises.

Documents conservés

Documents conservés

Type de document	Date de dépôt au registre
Certificat de modification	2024-12-19
Déclaration de mise à jour courante	2024-08-12
DÉCLARATION DE MISE À JOUR ANNUELLE 2023	2024-06-28
DÉCLARATION DE MISE À JOUR ANNUELLE 2022	2023-03-23
DÉCLARATION DE MISE À JOUR ANNUELLE 2021	2022-04-29
DÉCLARATION DE MISE À JOUR ANNUELLE 2020	2021-03-09
DÉCLARATION DE MISE À JOUR ANNUELLE 2019	2020-05-26
DÉCLARATION DE MISE À JOUR ANNUELLE 2018	2019-01-23

Type de document	Date de dépôt au registre
DÉCLARATION DE MISE À JOUR ANNUELLE 2017	2017-11-28
DÉCLARATION DE MISE À JOUR ANNUELLE 2016	2017-07-18
Déclaration initiale	2015-12-02
Certificat de constitution	2015-11-23


INDEX DES NOMS

Date de mise à jour de l'index des noms	2015-11-20
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Nom

Nom	INVESTISSEMENTS FAMILIAUX BRIVIA INC.
Versions du nom dans une autre langue	BRIVIA FAMILY INVESTMENTS INC.
Date de déclaration du nom	2015-11-20
Date de déclaration du retrait du nom	
Situation	En vigueur

Autres noms utilisés au Québec

 Aucun autre nom utilisé au Québec n'a été déclaré.
--

This is **Exhibit "E"** referred to in the affidavit of Navneet Sidhu sworn before me at **Vancouver, BC** this 11 day of July, 2025.



A Commissioner for taking Affidavits
For **British Columbia**



Land Title Act
Mortgage
Part 1 Province of British Columbia

NEW WESTMINSTER LAND TITLE OFFICE
JUL 06 2023 09:53:21.001
CB737261-CB737262

1. Application

Document Fees: \$156.34

BENNETT JONES LLP
666 BURNARD STREET, SUITE 2500
VANCOUVER BC V6C 2X8
604.891.7500

FILE NO.: 75832.94
LAWYER: KIERA STEL
PARALEGAL: ANNA GILLESPIE

2. Description of Land

PID/Plan Number Legal Description

031-725-953 **LOT A BLOCK 7 DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP118708**

3. Borrower(s) (Mortgagor(s))

1075 NELSON DEVELOPMENT HOLDINGS INC.
1425 RENE-LEVESQUE BOULEVARD WEST, SUITE 503
MONTREAL QC H3G 1T7

BC0979494

4. Lender(s) (Mortgagee(s))

TRAVELERS INSURANCE COMPANY OF CANADA
2500 - 650 WEST GEORGIA STREET
VANCOUVER BC V6B 4N7

A0064831

5. Payment Provisions

Principal Amount	Interest Rate	Interest Adjustment Date
\$155,000,000	18% per annum	N/A
Interest Calculation Period	Payment Dates	First Payment Date
N/A	N/A	N/A
Amount of each periodic payment	Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is	Last Payment Date
N/A	N/A % per annum	N/A
Assignment of Rents which the applicant wants registered?	Place of payment	Balance Due Date
Yes	POSTAL ADDRESS IN ITEM 4	ON DEMAND
If yes, page and paragraph number: PAGES 11 TO 13, PARAGRAPH 13		

6. Mortgage contains floating charge on land?

No

7. Mortgage secures a current or running account?

Yes

8. Interest Mortgaged

Fee Simple



Land Title Act
Mortgage
Part 1 Province of British Columbia

9. Mortgage Terms

Part 2 of this mortgage consists of:

(b) Filed Standard Mortgage TermsD F Number: **MT140013**

A selection of (a) or (b) includes any additional or modified terms.

10. Additional or Modified Terms**This Mortgage is dated for reference June 15, 2023, notwithstanding the actual date of execution of the Mortgage.****Section 32 of Standard Mortgage Terms MT140013 is amended to add the words "or guarantor" after the word "covenantor" in the first line thereof.**

Guarantor(s) or Covenantor(s):

**1075 NELSON DEVELOPMENT LIMITED PARTNERSHIP
1075 NELSON DEVELOPMENT GP INC.
BRIVIA FAMILY INVESTMENTS INC.
KHENG LY**

11. Prior Encumbrances Permitted by Lender**(i) MORTGAGE CA8965975 KINGSETT MORTGAGE CORPORATION INCORPORATION NO. A0081500 ASSIGNMENT OF RENTS CA8965976 KINGSETT MORTGAGE CORPORATION INCORPORATION NO. A0081500, (ii) MORTGAGE CA9760141 1409658 B.C. LTD. INCORPORATION NO. BC 1409658 ASSIGNMENT OF RENTS CA9760142 1409658 B.C. LTD. INCORPORATION NO. BC 1409658 MORTGAGE CB612313, and (iii) MORTGAGE CB612313 HSBC BANK CANADA and ASSIGNMENT OF RENTS CB612314 HSBC BANK CANADA.**

12. Execution(s)

This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Witnessing Officer Signature

Execution Date

Borrower / Party Signature(s)

**Giuseppe Giurleo
Barrister & Solicitor
503-1425 Rene-Levesque W
Montreal QC H3G 1T7**

YYYY-MM-DD

2023-06-15

**1075 NELSON DEVELOPMENT
HOLDINGS INC.
By their Authorized Signatory**

Kheng Ly

Legal Counsel

Officer CertificationYour signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



Land Title Act

Mortgage

Part 1 Province of British Columbia

Witnessing Officer Signature

Execution Date

Borrower / Party Signature(s)

Giuseppe Giurleo
Barrister & Solicitor
503-1425 Rene-Levesque W
Montreal QC H3G 1T7

Legal Counsel

YYYY-MM-DD

2023-06-15

**1075 NELSON DEVELOPMENT
LIMITED PARTNERSHIP**
by its general partner
1075 NELSON DEVELOPMENT GP INC.
Guarantor
By their Authorized Signatory

Kheng Ly

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Borrower / Party Signature(s)

Giuseppe Giurleo
Barrister & Solicitor
503-1425 Rene-Levesque W
Montreal QC H3G 1T7

Legal Counsel

YYYY-MM-DD

2023-06-15

**1075 NELSON DEVELOPMENT GP
INC.**
Guarantor
By their Authorized Signatory

Kheng Ly

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



Land Title Act
Mortgage
Part 1 Province of British Columbia

Witnessing Officer Signature

Execution Date

Borrower / Party Signature(s)

Giuseppe Giurleo
Barrister & Solicitor
503-1425 Rene-Levesque W
Montreal QC H3G 1T7

YYYY-MM-DD

2023-06-15

BRIVIA FAMILY INVESTMENTS INC.
Guarantor
By their Authorized Signatory

Kheng Ly

Legal Counsel

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Borrower / Party Signature(s)

Giuseppe Giurleo
Barrister & Solicitor
503-1425 Rene-Levesque W
Montreal QC H3G 1T7

YYYY-MM-DD

2023-06-15

KHENG LY, Guarantor

Legal Counsel

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, R.S.B.C. 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Kiera Grace Stel
9M23A5

Digitally signed by
Kiera Grace Stel 9M23A5
Date: 2023-06-21
15:54:37 -07:00

This is **Exhibit "F"** referred to in the affidavit of Navneet Sidhu sworn before me at **Vancouver, BC** this 11 day of July, 2025.



A Commissioner for taking Affidavits
For **British Columbia**

DECLARATION(S) ATTACHED



Land Title Act
Mortgage
 Part 1 Province of British Columbia

NEW WESTMINSTER LAND TITLE OFFICE
 MAR 03 2022 10:59:25.001
CA9760141-CA9760142

1. Application

Roberta Cooper
McCarthy Tétraut LLP
Suite 2400 - 745 Thurlow Street
Vancouver BC V6E 0C5
(604) 643-7957

Client: 010452
 File No: 223407/555432

2. Description of Land

PID/Plan Number	Legal Description
015-749-916	LOT 12 BLOCK 7 DISTRICT LOT 185 PLAN 92
005-605-946	LOT 11 BLOCK 7 DISTRICT LOT 185 PLAN 92

3. Borrower(s) (Mortgagor(s))

1075 NELSON DEVELOPMENT HOLDINGS INC.
 1425 RENE-LEVESQUE BOULEVARD WEST, SUITE 503
 MONTREAL QC M3G 1T7

BC0979494

4. Lender(s) (Mortgagee(s))

BRIVIA GROUP INC.
 1425 RENE-LEVESQUE BOULEVARD WEST, SUITE 503
 MONTREAL QC H3G 1T7

5. Payment Provisions

Principal Amount	Interest Rate	Interest Adjustment Date
\$11,250,000	12% per annum	N/A
Interest Calculation Period	Payment Dates	First Payment Date
monthly, not in advance	N/A	N/A
Amount of each periodic payment	Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is	Last Payment Date
Interest Only	N/A % per annum	N/A
Assignment of Rents which the applicant wants registered?	Place of payment	Balance Due Date
Yes	Postal Address in Item 4	On Demand
If yes, page and paragraph number: Page 21, Article 13		

6. Mortgage contains floating charge on land?

No

7. Mortgage secures a current or running account?

No

8. Interest Mortgaged

Fee Simple



Land Title Act
Mortgage
Part 1 Province of British Columbia

9. Mortgage Terms

Part 2 of this mortgage consists of:

(c) Express Mortgage Terms (annexed to this mortgage as Part 2)

10. Additional or Modified Terms

11. Prior Encumbrances Permitted by Lender**N/A**

12. Execution(s)

This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Witnessing Officer Signature

Execution Date

Borrower Signature(s)

AMELIE FAHEY
Lawyer from the Province of Quebec
503 - 1425 Rene-Levesque West
Montreal QC H3G 1T7

YYYY-MM-DD

2022-02-07**1075 NELSON DEVELOPMENT
HOLDINGS INC.**

By their Authorized Signatory

Print Name: KHENG LY**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, R.S.B.C. 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**David Thomas
Hanson Fox
UPTSBN****Digitally signed by
David Thomas Hanson
Fox UPTSBN
Date: 2022-03-01
13:32:00 -08:00**

LAND TITLE ACT

MORTGAGE TERMS – PART 2

Page 3 of 23 pages

EXPRESS MORTGAGE TERMS**ARTICLE 1
DEFINITIONS AND INTERPRETATION****1.1 Definitions**

In this Mortgage the following terms have the respective meanings set forth after each:

- (1) **"Balance Due Date"** means the date of demand by the Mortgagee on the Mortgagor in respect of the repayment of the Indebtedness;
- (2) **"Borrower"** means 1075 Nelson Development Limited Partnership;
- (3) **"Buildings"** means all buildings, erections and improvements whatsoever which now or which may hereafter be constructed or erected upon the Lands;
- (4) **"Business Day"** means any day other than Saturday, Sunday and any other day which is a legal holiday in British Columbia;
- (5) **"Event of Default"** has the meaning set forth in Section 8.1;
- (6) **"First Lender"** means Kingsett Mortgage Corporation and its successors and assigns;
- (7) **"Fixtures"** means all apparatus, equipment, machinery and plant and fixtures whatsoever, including, without limitation, all air conditioning, cooling, electric, gas, heating, plumbing, refrigeration and ventilating equipment, all boilers, electric light fixtures, elevators, furnaces and pressure vessels, and all wall to wall carpets and other fixtures which now or which may hereafter be placed or installed upon the Lands or the Buildings;
- (8) **"Hazardous Substance"** means any substance that, if added to any water or emitted into the air, soil or any portion of the Lands or the Buildings, would create or contribute to the creation of a condition of such water, air, soil or building that is detrimental to its use by or to the health, safety or welfare of persons or animals or causes damage to plant life or property; any radioactive material or explosive; any substance declared from time to time to be hazardous, dangerous or toxic under any applicable federal, provincial or municipal law, by-law, regulation or other enactment, including, without limitation, asbestos, polychlorinated biphenyls, lead and petroleum products; and any other substance which is or may become hazardous, toxic or dangerous to persons or property;

- (9) **"Indebtedness"** means all debts, liabilities, obligations and indebtedness, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, of whatsoever nature and kind arising out of or in connection with the Loan Agreement at any time and from time to time owing or payable by the Mortgagor or the Borrower to the Mortgagee (including, without limitation, the Loan and any and all debts, liabilities, obligations and indebtedness of the Borrower or the Mortgagor to the Mortgagee under the Loan Agreement or under any security granted pursuant thereto);
- (10) **"Interest Rate"** means twelve (12%) percent per annum, calculated and compounded monthly, as the same may from time to time be modified, supplemented or amended and in effect (with respect to any Indebtedness arising thereunder);
- (11) **"Lands" or "land"** means the lands and premises legally described in Item 2 of the Mortgage Form and all benefits, easements, franchises, immunities, licenses, privileges, rights, rights of way and servitudes appertaining thereto or connected therewith;
- (12) **"Loan"** means the revolving loan to be advanced to the Borrower pursuant to the Loan Agreement;
- (13) **"Loan Agreement"** means the loan agreement dated May 28, 2021 between the Mortgagee, as "Lender", and the Borrower, as "Borrower", as the same may from time to time be modified, supplemented or amended and in effect;
- (14) **"Mortgagee"** means Brivia Group Inc., and its successors and assigns;
- (15) **"Mortgagee's Address"** means the address of the Mortgagee set out on page 1;
- (16) **"Mortgage Form"** means the document prescribed by regulation under the Land Title Act (British Columbia) as Part 1 of Form B to which these express mortgage terms are attached, and includes all schedules or addenda to such document other than these express mortgage terms;
- (17) **"Mortgagor"** means 1075 Nelson Development Holdings Inc., and its successors and assigns;
- (18) **"Mortgagor's Address"** means the address of the Mortgagor set out on page 1;
- (19) **"Permitted Encumbrances"** has the meaning assigned to that term in Schedule A hereto;
- (20) **"Person"** means any association, corporation, individual, joint-stock company, joint venture, partnership, trust, unincorporated organization or government or any agency, instrumentality or political subdivision thereof;
- (21) **"Principal Sum"** means ELEVEN MILLION TWO HUNDRED AND FIFTY THOUSAND (\$11,250,000.00) DOLLARS in lawful money of Canada; and
- (22) **"Property"** means:
- (a) the Lands;

- (b) the Buildings; and
- (c) the Fixtures.

1.2 Interpretation

The following rules shall be applied in interpreting this Mortgage and all Schedules hereto:

- (1) **"this Mortgage"** means the combination of the Mortgage Form and these express mortgage terms as they may from time to time be supplemented, amended or modified and in effect; and the words "hereby", "herein", "hereto", "hereof" and "hereunder" and other words of similar import refer to this Mortgage as a whole and not to any particular Article, Section, subsection, clause, subclause, paragraph, subparagraph or other subdivision;
- (2) any reference to "interest" means interest at the Interest Rate calculated and payable as herein provided;
- (3) the headings are for convenience only and do not form a part of this Mortgage and are not intended to interpret, define or limit the scope, extent or intent of this Mortgage or any provision hereof;
- (4) where the context so admits, all references in this Mortgage to the singular shall be construed to include the plural, the masculine to include the feminine and neuter gender and, where necessary, a body corporate, and vice versa;
- (5) the word "or" is not exclusive and the word "including" is not limiting whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
- (6) any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto and, unless otherwise expressly provided herein, includes a reference to all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding such statute or such regulation;
- (7) any reference to a corporate entity includes and is also a reference to any corporate entity that is a successor to such corporate entity; and
- (8) except as otherwise expressly provided herein or unless the context otherwise requires, expressions defined in Section 29 of the Interpretation Act (British Columbia) in effect on the date hereof and used herein have the meanings assigned to those expressions therein.

1.3 Calculation of Interest

Interest payable by the Mortgagor pursuant to Section 3.1 will be calculated in accordance with the following provisions:

- (1) interest will be calculated using the nominal rate method, not the effective rate method of calculation and on the basis of the actual number of days elapsed in a calendar year of 365 or 366 days, as the case may be;
- (2) interest will be payable as well after as before maturity, default and judgment; and
- (3) interest will be calculated and compounded monthly, not in advance.

ARTICLE 2 GRANT OF MORTGAGE

2.1 Grant and Security

In consideration of the sum of One (\$1.00) Dollar now paid by the Mortgagee to the Mortgagor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Mortgagor, the Mortgagor grants and mortgages to the Mortgagee, its successors and assigns forever, the Property as security for the payment of the Principal Sum, interest and all other Indebtedness, and the observance and performance of all liabilities and obligations, secured or intended to be secured by this Mortgage, upon the terms set out in this Mortgage; provided that until default, the Mortgagor shall have quiet possession of the Property.

ARTICLE 3 PROVISO FOR RECONVEYANCE AND PAYMENT OF PRINCIPAL AND INTEREST

3.1 Proviso for Reconveyance

Provided this Mortgage to be void on payment to the Mortgagee of the Indebtedness with interest at the applicable Interest Rate on the amount of the Indebtedness from time to time outstanding or deemed advanced, calculated as and from the respective dates of such advances, and all other amounts payable on account of the Indebtedness or secured or intended to be secured hereby, as follows:

- (1) interest at the applicable Interest Rate on the amount of the Indebtedness from time to time outstanding or deemed advanced, calculated as and from the respective dates of such advances, will accrue until all amounts hereby secured are paid and will be payable, subject to Section 9.1 (and the other provisions of this Mortgage), monthly on the dates set out in the Mortgage Form; and
- (2) subject to Section 9.1 (and the other provisions of this Mortgage), the Principal Sum, all accrued and unpaid interest thereon and all other amounts payable hereunder or secured or intended to be secured hereby will become due and be paid on the Balance Due Date;

and taxes and performance of statute labour and observance and performance of all covenants, provisos and conditions contained in this Mortgage.

3.2 Payments

The Mortgagor covenants with the Mortgagee that:

- (1) each payment to be made to the Mortgagee hereunder will be made to the Mortgagee at the Mortgagee's Address (or at such other place or to such other Person as may be specified by the Mortgagee by notice in writing to the Mortgagor or as may be specified in the Loan Agreement), in immediately available funds, not later than 1:00 p.m. (Vancouver time), on the date due for payment of the same;
- (2) all payments to be made to the Mortgagee hereunder will be due and payable at the times herein provided whether or not the full amount of the Principal Sum has then been advanced;
- (3) prior to an Event of Default, all payments made to the Mortgagee by the Mortgagor (whether on account of the Principal Sum, interest or any other amount payable hereunder or secured or intended to be secured hereby) shall be allocated firstly in payment of interest, secondly in payment of the Principal Sum and thirdly in payment of any other amount payable hereunder or secured or intended to be secured hereby;
- (4) if any payment made to the Mortgagee hereunder is made after 1:00 p.m. (Vancouver time) on any day, such payment will be deemed to have been made on the immediately following Business Day for purposes of the calculation of interest and interest will accrue due to such following Business Day; and
- (5) whenever any payment to be made hereunder is due on a day that is not a Business Day, such payment will be due on the immediately following Business Day and interest will accrue due to such following Business Day.

3.3 Prepayment

The Mortgagor will have the right to prepay all or less than all of the Principal Sum (including any unpaid interest) at any time without notice, bonus or penalty.

ARTICLE 4 LAND TRANSFER FORM ACT

4.1 Land Transfer Form Act

This Mortgage is made pursuant to Part 3 of the Land Transfer Form Act (British Columbia).

4.2 Land Transfer Form Act Covenants

The Mortgagor covenants with the Mortgagee: (i) that the Mortgagor will pay the mortgage money and interest, and observe the above proviso; (ii) that the Mortgagor has good title in fee simple to the Lands; (iii) that the Mortgagor has the right to convey the Lands to the Mortgagee; (iv) that on default the Mortgagee shall have possession of the Lands free from all encumbrances, except Permitted Encumbrances; (v) that the Mortgagor will execute further assurances of the Lands as may be requisite; (vi) that the Mortgagor has done nothing to encumber the Lands, except for the Permitted Encumbrances; and (vii) that the Mortgagor releases to the Mortgagee all its claims on the Lands subject to the proviso.

4.3 Clause 15 Excluded

Clause 15 of Schedule 6 of the Land Transfer Form Act (British Columbia) is expressly excluded from this Mortgage.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF MORTGAGOR

5.1 Representations and Warranties

The Mortgagor represents and warrants to the Mortgagee that:

- (1) the Mortgagor is duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation and has full power, capacity and authority to own and operate the Property, to execute and deliver this Mortgage, to comply with the provisions hereof and to duly perform and observe all of its obligations hereunder;
- (2) this Mortgage constitutes a legal, valid and binding obligation of the Mortgagor, enforceable against the Mortgagor in accordance with its terms, and all appropriate corporate and other acts, conditions and things on its part required to be done and performed and to have happened prior to the execution and delivery of this Mortgage in order to make all of the obligations expressed to be incurred by the Mortgagor legal, valid, binding and enforceable in accordance with the terms of this Mortgage have been done and performed in due and strict compliance with all applicable laws and regulations and the corporate constating documents of the Mortgagor prior to the execution and delivery hereof; and
- (3) the Mortgagor (i) has good title to the Property, free from all charges, encumbrances and liens except Permitted Encumbrances, (ii) has good right, full power and absolute authority to convey the Property to the Mortgagee, and (iii) on default the Mortgagee shall have possession of the Property free from all charges, encumbrances and liens except Permitted Encumbrances.

**ARTICLE 6
COVENANTS OF THE MORTGAGOR**

6.1 Covenants

The Mortgagor covenants and agrees with the Mortgagee:

- (1) to punctually pay the Principal Sum, interest and all other amounts payable hereunder or secured or intended to be secured hereby in accordance with the terms of this Mortgage;
- (2) to punctually pay and discharge, before the imposition of any fine, interest or penalty for the late payment thereof, all assessments, levies, rates and taxes and every other obligation incurred by, or imposed upon, the Mortgagor or the Property, or any part thereof, by virtue of any law, regulation, order, direction or requirement of any competent authority, or any agreement, contract, franchise, lease, permit or otherwise, the failure to pay or discharge of which could result in any lien or charge or any right of distress, forfeiture, sale or termination or any other remedy being enforced against the Mortgagor or the Property, or any part thereof, and to furnish to the Mortgagee when required evidence establishing such payments;
- (3) not, without the prior written consent of the Mortgagee, to grant or allow any further lien, charge, lease or other encumbrance, whether fixed or floating, to be registered against or exist on the Property;
- (4) to do, observe and perform all of its obligations and all matters and things necessary or expedient to be done, observed or performed by virtue of any law, rule or regulation, for the purpose of creating, maintaining and keeping maintained this Mortgage as a valid and effective mortgage and charge upon the Property, subject only to Permitted Encumbrances;
- (5) if this Mortgage is or becomes subject or subordinate to one or more agreements for sale, charges, liens, mortgages or other encumbrances (individually a "prior charge" and collectively the "prior charges"), to pay or cause to be paid as they become due all payments, whether for principal, interest, taxes or otherwise, under or by virtue of the prior charges and otherwise observe, perform and comply with the covenants, provisos and agreements therein contained; and
- (6) to indemnify the Mortgagee and its officers, directors, employees, shareholders, agents, subsidiaries and affiliates from and against any and all losses, claims, costs, expenses, damages or liabilities (including, without limitation, all legal fees and disbursements) which at any time may be paid or incurred by or claimed against any of them for or directly or indirectly arising out of, resulting from or attributable to the use, generation, storage, escape, seepage, leakage, spillage, release, disposal or presence on, from and under the Lands of any Hazardous Substance, and such indemnification shall survive the repayment of the Indebtedness and the discharge and/or release of this Mortgage.

6.2 Covenants re Insurance

The Mortgagor covenants and agrees with the Mortgagee:

- (1) to obtain and maintain (i) commercial general insurance and public liability insurance on the Lands, which insurance shall include the Mortgagor within the definition of "Insured", with loss payable firstly to the First Lender, and secondly to the Mortgagee and shall include a standard (IBC 3000) mortgage endorsement in amounts and from an insurer or insurers satisfactory to the Mortgagee;
- (2) that it will continue to carry commercial general insurance and public liability insurance on the Lands;
- (3) pay when due all premiums for the insurance required hereunder and, forthwith upon placing or renewing such insurance, deposit with the Mortgagee every policy and renewal certificate for such insurance, or a certified copy thereof; and
- (4) forthwith upon the occurrence of any loss or damage by any peril insured against, at its own expense furnish all proofs of loss and do all acts necessary to have the insurance money paid to the Mortgagee and that all money received by the Mortgagee by virtue of any policy of insurance may be applied by the Mortgagee in any one or more of the following ways, as the Mortgagee in its discretion may determine:
 - (a) such money may be held in a suspense account and applied toward the rebuilding, repairing or replacing of any Building or Fixture for which such proceeds were received;
 - (b) such money may be applied to the repayment of the amounts payable hereunder or secured or intended to be secured hereby, whether on account of the Principal Sum, interest or otherwise, in such manner, order and priority as set out in Section 3.2(3); and
 - (c) such money may be paid to the Mortgagor on such terms and conditions as the Mortgagee may impose;

and, to facilitate the foregoing, the Mortgagor hereby waives its rights under the Insurance Act (British Columbia) and the Fire Prevention (Metropolis) Act, 1774 or any replacement legislation thereof.

ARTICLE 7 PERFORMANCE OF MORTGAGOR'S COVENANTS BY MORTGAGEE AND REIMBURSEMENT OF MORTGAGEE'S COSTS

7.1 Payment of Costs

The Mortgagor will promptly pay all costs, charges and expenses, including legal costs of the Mortgagee and costs which may be incurred by and the reasonable remuneration payable to the Receiver Manager (as hereinafter defined), of and incidental to the preparation, execution, delivery, registration, filing and discharge of this Mortgage, of and incidental to taking,

recovering, keeping, possessing or inspecting the Property and of and incidental to any proceedings taken to enforce the remedies under this Mortgage or otherwise in relation to the security created hereby or by reason of non-payment or procuring payment of the Principal Sum, interest or any other amount payable hereunder or secured or intended to be secured hereby, and the Mortgagor consents to all such legal costs being charged and fixed on a solicitor to his own client, lump sum basis in accordance with the provisions of Section 20 of the Law and Equity Act (British Columbia) and if any other professional persons or firms are retained or employed the Mortgagor consents to the fees of such persons or firms being paid on the basis of their normal professional charges.

7.2 Performance by Mortgagee

If the Mortgagor fails to perform any obligation in this Mortgage, the Mortgagee may, but shall not be obliged to, perform any or all of such obligations.

7.3 Reimbursement of Mortgagee's Costs

All costs, charges and expenses referred to in Section 7.1 and all costs, charges, expenses, fees, outlays and premiums incurred by the Mortgagee in connection with the performance by the Mortgagee pursuant to Section 7.2 of the obligations of the Mortgagor:

- (1) shall be a charge on the Property in favour of the Mortgagee prior to all claims subsequent to this Mortgage;
- (2) shall be payable by the Mortgagor to the Mortgagee forthwith without demand with interest at the Interest Rate from the date incurred; and
- (3) shall, with interest at the Interest Rate, be added to the Principal Sum as if such amount or amounts had originally formed part thereof.

ARTICLE 8 EVENTS OF DEFAULT

8.1 Events of Default

The occurrence of any of the following events is an "Event of Default" for the purposes of this Mortgage:

- (1) the occurrence of an "Event of Default" under the Loan Agreement;
- (2) the Mortgagor defaults in the performance or observance of any term, condition or covenant contained in this Mortgage which is not cured within ten (10) days of notice thereof from the Mortgagee; or
- (3) the Mortgagor or any other Person who is liable to pay the Principal Sum, interest or any other amount payable hereunder or secured or intended to be secured hereby becomes insolvent, admits in writing its inability to pay its debts as they become due, or commits or threatens to commit an act of bankruptcy; a custodian, liquidator, receiver, receiver and manager, receiver-manager, trustee or other Person with like powers is appointed

for the Mortgagor or any property of the Mortgagor or such other Person; the Mortgagor or such other Person makes an assignment for the benefit of its creditors or a proposal under the Bankruptcy and Insolvency Act (Canada) or a similar Act; an order is made, a resolution is passed or a petition is filed for the winding up, liquidation or dissolution of the Mortgagor or such other Person or any other event occurs which under applicable law could result in the winding up, liquidation or dissolution of the Mortgagor or such other Person; a bankruptcy petition is filed or presented against the Mortgagor or such other Person; or the Mortgagor or such other Person is declared bankrupt or any proceedings with respect to the Mortgagor are commenced under the Companies Creditors Arrangement Act (Canada).

ARTICLE 9 ACCELERATION

9.1 Acceleration

The Principal Sum, interest and all other amounts payable hereunder or secured or intended to be secured hereby shall become immediately due and payable, at the option of the Mortgagee, upon the occurrence of an Event of Default.

ARTICLE 10 ENFORCEMENT

10.1 Enforcement

At any time after the occurrence of an Event of Default or after the Mortgagee has made demand on the Mortgagor for repayment of the Indebtedness, the Mortgagee at its option may proceed to realize upon all or any part of the security constituted hereby or all or any part of any security collateral hereto and to enforce any right of the Mortgagee by entry pursuant to Section 10.2, or by sale or lease pursuant to Section 10.3, or by the appointment of a Receiver Manager pursuant to Section 10.5, or by proceedings in any court for the appointment of a Receiver Manager or for the sale of the Property or any part thereof or for foreclosure, or by any other action, suit, remedy or proceeding authorized or permitted by this Mortgage or at law or in equity or by statute; and may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claim of the Mortgagee lodged in any bankruptcy, winding up or other judicial proceeding relative to the Mortgagor.

10.2 Entry

At any time after the occurrence of an Event of Default, the Mortgagee shall have the right by its officers, agents or attorneys or otherwise, without any further consent or concurrence of the Mortgagor, to enter into and upon and to take possession of all or any part of the Property with power to exclude the Mortgagor and to possess and use the Property subject to the charge created by this Mortgage, with full power to carry on the business of the Mortgagor with respect to the Property and manage the Property, to maintain, operate, renew, repair, replace and restore the Property, and to receive the earnings, income, issues, profits, rents and revenues of the Property, and to pay therefrom all expenses of maintaining, managing, operating, renewing, repairing, replacing and restoring the Property, all charges against the Property ranking in priority to this Mortgage and all other costs, charges and expenses the payment of which in the

opinion of the Mortgagee may be necessary, advantageous or expedient to preserve or protect the charge created by this Mortgage. The remainder of the money so received by the Mortgagee and not required for any of the above purposes shall be applied by the Mortgagee in the manner provided in Section 10.4.

10.3 Sale or Lease

At any time after the occurrence of an Event of Default, the Mortgagee shall have the right, with or without entry and without any further consent or concurrence of the Mortgagor, to sell and absolutely dispose of or lease all or any part of the Property en bloc or in parcels, at public auction or by tender or by private contract, or partly by public auction and partly by tender and partly by private contract, as the Mortgagee in its sole discretion shall determine, and at such time or times and on such terms and conditions as to the Mortgagee seem appropriate, and to convey and assure the same when so sold or leased unto the purchaser or lessee thereof or such Person as the said purchaser or lessee may direct, and to execute and do all such acts, assurances, matters and things as may be necessary for the purposes aforesaid. It shall be lawful for the Mortgagee to make any such sale or lease, whether by auction, tender or private contract, either for cash or upon credit or partly one and partly the other as the Mortgagee in its sole discretion may determine, and upon such reasonable conditions as to terms of payment as the Mortgagee may deem proper: also to rescind or vary any contract of sale that may have been entered into and resell with or under any of the powers conferred herein; also to stop, suspend or adjourn any sale from time to time and hold the sale as adjourned without further notice; and the Mortgagee shall not be responsible for any loss which may arise by reason of any such leasing or sale as aforesaid, unless the same shall happen by reason of the Mortgagee's wilful neglect or default; provided that, notwithstanding the power of sale and lease and other powers and provisions contained in this Article 10, the Mortgagee shall have and be entitled to its right of foreclosure of the equity of redemption of the Mortgagor in the Property, as fully and effectually as the Mortgagee might have exercised and enjoyed the same if the power of sale or lease or such other powers and provisions had not been herein contained.

10.4 Application of Proceeds of Sale or Lease

The net profits of operating and managing the Property and the net proceeds of sale or lease of the Property or any part thereof shall be applied by the Mortgagee subject to the claims of all creditors (if any) ranking in priority to this Mortgage:

- FIRST: in payment of all costs, charges and expenses incidental to the exercise by the Mortgagee of all or of any of the powers aforesaid; and
- SECOND: in payment to the Mortgagee on account of all amounts payable hereunder or secured or intended to be secured hereby, to be applied by the Mortgagee whether on account of the Principal Sum, interest or otherwise, in such manner, order and priority as the Mortgagee in its sole discretion shall determine;

and the balance thereof, if any, shall, subject to the rights of other creditors, be paid to the Mortgagor, but no application as aforesaid shall prejudice the right of the Mortgagee to claim against the Mortgagor for any deficiency.

10.5 Appointment of Receiver Manager

At any time after the occurrence of an Event of Default, the Mortgagee shall have the right to appoint by writing a receiver or receiver manager (the "**Receiver Manager**") of the Property and may from time to time remove the Receiver Manager and appoint another in his stead. The Receiver Manager will, from the date of appointment, be an agent and officer of the Mortgagor. The Mortgagor will be solely responsible for the acts, defaults, costs and remuneration of the Receiver Manager and the Mortgagee will bear no liability therefor and:

- (1) the Receiver Manager in the exercise of his power, authority or discretion shall conform to the regulations and directions from time to time made and given by the Mortgagee;
- (2) the Mortgagee may from time to time and at any time in its discretion require the Receiver Manager to give security for the performance of his duties as Receiver Manager and may fix the nature and amount of such security; and
- (3) the Mortgagee may from time to time determine what funds the Receiver Manager shall be at liberty to keep in hand with a view to the performance of his duties as Receiver Manager.

10.6 Powers of Receiver Manager

The Receiver Manager may in the discretion of the Mortgagee be vested with all or any of the powers and discretions of the Mortgagee hereunder and with all or any of the powers of the Mortgagor at the date of execution hereof including, without limitation, the power to:

- (1) take possession of and collect rents and profits from the Property, and for such purpose to take all actions and proceedings either in the name of the Mortgagor or otherwise;
- (2) complete construction of any project being constructed on the Lands and improve, maintain, manage, operate, repair, renew, replace and restore the Property or any part thereof;
- (3) sell or grant options to purchase the whole or any part of the Property at public auction, by public or private tender, or by private sale;
- (4) sell on terms as to credit and with or without security as shall appear to be most advantageous to the Receiver Manager and if a sale is on credit the Receiver Manager shall not be accountable for any money until actually received;
- (5) resell or release without being answerable for any loss occasioned thereby;
- (6) rescind or vary any contract or agreement of sale or lease;
- (7) effect a sale or option or agreement to sell or lease by conveying in the name of or on behalf of the Mortgagor or otherwise;
- (8) make and grant easements, rights of way, restrictive covenants, building schemes and other charges and encumbrances affecting the Lands;

- (9) borrow money for the purpose of completing construction of any project being constructed on the Lands or for the purpose of improving, maintaining, managing, operating, repairing, renewing, replacing or restoring the Property or otherwise in such amount and in such manner as will, in the opinion of the Receiver Manager, be sufficient for obtaining upon the security of the Property or part thereof the amounts from time to time required, and in so doing the Receiver Manager may issue certificates ("**Receiver's Certificates**") which may be payable at such time or times as the Receiver Manager may think expedient and may bear interest as shall be stated therein and the amounts from time to time payable by virtue of such Receiver's Certificates shall form a charge upon the Property in priority to this Mortgage;
- (10) make any arrangement or compromise which the Receiver Manager considers expedient in the interests of the Mortgagee and to assent on behalf of the Mortgagor to any modification of this Mortgage, change in priority or release in whole or in part of the Property, and to exchange any part or parts of the Property for any other property upon such terms as the Receiver Manager considers expedient, either with or without payment of money for equality of exchange or otherwise;
- (11) execute and prosecute all suits, proceedings and actions in the name of the Mortgagor or otherwise, to defend all suits, proceedings and actions against the Mortgagor or the Receiver Manager, to appear in and conduct the prosecution and defence of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action which the Receiver Manager considers necessary for the reasonable and proper protection of the Property; and
- (12) engage and retain accountants, agents, appraisers, assistants, lawyers and managers.

10.7 Proceeds of Receivership

The net profits of operating and managing the Property and the net proceeds of sale or lease of the Property or any part thereof shall be applied by the Receiver Manager subject to the claims of all creditors (if any) ranking in priority to this Mortgage:

- FIRST: in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver Manager and the exercise by the Receiver Manager of all or any of the powers granted to the Receiver Manager pursuant to Section 10.6 including the reasonable remuneration of the Receiver Manager and all outgoings properly paid or payable by the Receiver Manager; and
- SECOND: in payment to the Mortgagee on account of all amounts payable hereunder or secured or intended to be secured hereby, to be applied by the Mortgagee whether on account of the Principal Sum, interest or otherwise, in such manner, order and priority as the Mortgagee in its sole discretion shall determine;

and the balance thereof, if any, shall, subject to the rights of other creditors, be paid to the Mortgagor; but no application as aforesaid shall prejudice the right of the Mortgagee to claim against the Mortgagor for any deficiency.

10.8 Mortgagee and Receiver Manager as Attorney

To enable the Mortgagee and the Receiver Manager to exercise the powers granted to them pursuant to this Article 10, the Mortgagor hereby under seal irrevocably appoints each of the Mortgagee and the Receiver Manager to be an attorney of the Mortgagor to carry out any sale or lease of the Property or any part thereof by conveying the same in the name and on behalf of the Mortgagor but under the seal of the Mortgagee or the Receiver Manager, as the case may be, and any deed, transfer or other instrument signed by the Mortgagee or the Receiver Manager under the seal of the Mortgagee or the Receiver Manager, as the case may be, pursuant hereto shall have the same effect as if it had been executed under the common seal of the Mortgagor in the presence of the Mortgagor's duly authorized officers in that behalf, and for the purposes hereof the Mortgagor hereby under seal irrevocably appoints each of the Mortgagee and the Receiver Manager as authorized signatory of the Mortgagor.

10.9 Persons Dealing with Mortgagee or Receiver Manager

The Mortgagor agrees that no person dealing with the Mortgagee or its agents or the Receiver Manager shall be required to enquire whether the charge created by this Mortgage has become enforceable, or whether the powers which the Mortgagee or the Receiver Manager are purporting to exercise have become exercisable, or whether any amount remains owing upon this Mortgage, or as to the necessity or expediency of the stipulations and conditions subject to which any sale or lease is to be made, or otherwise as to the propriety or regularity of any sale or lease or of any other dealing by the Mortgagee or the Receiver Manager with the Property or any part thereof, or to see to the application of any amount paid to the Mortgagee, and the Mortgagor hereby waives each and every claim it may have against any Person dealing with the Mortgagee, its agents or the Receiver Manager.

10.10 Surrender by the Mortgagor

The Mortgagor will yield up possession of the Property to the Mortgagee or to any Receiver Manager appointed by the Mortgagee or by any court upon demand in writing and agrees to put no obstacle in the way of, but to facilitate by all means, the actions of the Mortgagee and any Receiver Manager hereunder and not to interfere with the carrying out of the powers hereby granted to the Mortgagee and to any Receiver Manager and, if an Event of Default occurs, the Mortgagor will and hereby does consent to the appointment of the Receiver Manager with such powers as the Mortgagee is hereby vested with if so required by the Mortgagee.

**ARTICLE 11
GENERAL****11.1 Enlargement**

This Mortgage is intended to be a mortgage of the entire estate, right, title and interest of the Mortgagor in and to the Property and each and every part thereof and, if the estate, right, title and interest of the Mortgagor in and to the Property or any part thereof enlarges, this Mortgage will be enlarged and extended to be a mortgage of such enlarged estate, right, title and interest promptly upon the acquisition thereof by the Mortgagor, and without any further act on the part of the Mortgagor, and will become and be subject to this Mortgage as fully and completely as though now owned by the Mortgagor.

11.2 Each Lot Charged

Every part, parcel, lot or strata lot into which the Lands are or may hereafter be divided does and will stand charged with the whole of the Principal Sum, interest and all other amounts payable hereunder or secured or intended to be secured hereby and no Person will have any right to require the Principal Sum, interest or any other amount payable hereunder or secured or intended to be secured hereby to be apportioned upon or in respect of any such part, parcel, lot or strata lot.

11.3 Attornment

Unless the Lands are occupied by the Mortgagor as residential premises as defined by the Residential Tenancy Act (British Columbia), the Mortgagor hereby attorns and becomes tenant from year to year to the Mortgagee, from the date hereof at a rental equivalent to, applicable in satisfaction of, and payable at the same time as the instalments payable hereunder, the legal relation of landlord and tenant being hereby constituted between the Mortgagee and the Mortgagor; but it is agreed that neither the existence of this clause, nor anything done by virtue hereof, shall render the Mortgagee a mortgagee in possession, so as to be accountable for any money except money actually received; and the Mortgagee may at any time after default hereunder, enter upon the Lands or any part thereof and determine the tenancy hereby created without giving the Mortgagor any notice to quit and the Mortgagee may distrain for arrears of interest and arrears of Principal Sum in the same manner as if the same were arrears of rent.

11.4 Sale by Mortgagor

No sale or other dealing by the Mortgagor with the equity of redemption in the Lands or any part thereof shall in any way change the liability of the Mortgagor or in any way alter the rights of the Mortgagee as against the Mortgagor or any other Person liable for payment of any amount hereby secured.

ARTICLE 12 MISCELLANEOUS

12.1 Partnership

If the Property or any part thereof is held by the Mortgagor as a partner of any firm or on behalf of any Person this Mortgage shall be deemed to be a mortgage of the interest of any such partnership or Person in the Property or such part thereof as well as a mortgage of the interest of the Mortgagor in the Property, and all covenants and agreements herein contained shall be deemed to be joint and several covenants and agreements of any such partnership or Person and of the Mortgagor.

12.2 Other Security

The Mortgagor covenants and agrees with the Mortgagee that:

- (1) the security created hereby is in addition to any other security which the Mortgagee now or from time to time may hold from the Mortgagor or any other Person:

- (2) all powers, privileges, remedies and rights of the Mortgagee hereunder are cumulative and no such power, privilege, remedy or right is exhaustive but is in addition to each other power, privilege, remedy and right of the Mortgagee hereunder or under any other agreement or instrument now or hereafter existing at law or in equity or by statute; and
- (3) the Mortgagee may realize upon or enforce all or any part of any security which the Mortgagee now or from time to time may hold from the Mortgagor or any other Person, including the security created hereby, in any order the Mortgagee may desire and any realization or enforcement by any means upon any such security shall not bar realization or enforcement upon any other such security, notwithstanding any rule of law or equity or statute.

12.3 Continuing Security

This Mortgage will be effective whether or not the whole or any portion of the Principal Sum shall be advanced before or after or upon the date of the execution of this Mortgage. If the whole or any part of the Principal Sum or other amount secured hereby is repaid, this Mortgage, nevertheless, shall be and remain valid security for any subsequent advance or re-advance by the Mortgagee to the Mortgagor to the same extent as if the said advance or re-advance had been made on the execution of this Mortgage until such time as the Mortgagee has executed and delivered to the Mortgagor a registrable discharge of this Mortgage.

12.4 Liability to Advance

The Mortgagor agrees that neither the preparation, execution, delivery, registration or filing of this Mortgage nor the advance of a part of the Principal Sum, shall bind the Mortgagee to advance the Principal Sum or any part thereof, the advance of the Principal Sum or any part thereof being in the sole discretion of the Mortgagee. but, nevertheless, the security created by this Mortgage shall take effect in accordance with the terms of this Mortgage forthwith upon execution by the Mortgagor of this Mortgage.

12.5 Compromise or Release

The Mortgagee may at any time and from time to time, at its option, compound, compromise or release any one or more guarantors, covenantors or sureties of all or any part of the Principal Sum, interest or any other amount payable hereunder or secured or intended to be secured hereby or all or any part of the Property or any other security held by the Mortgagee for the Principal Sum, interest or any other amount payable hereunder or secured or intended to be secured hereby, either with or without consideration therefor, without being accountable to any person for the value thereof or any amount except the amount actually received by the Mortgagee and without releasing any other guarantor, covenantor, surety or other person from this Mortgage or from the performance of the covenants contained herein and no such compounding, compromise or release shall diminish the security created hereby against the Property remaining unreleased or any other security held by the Mortgagee.

12.6 No Merger or Novation

Neither the taking of any judgment under a covenant herein contained or otherwise nor the exercise of any power of appointment, seizure, sale or otherwise pursuant hereto or otherwise

shall operate to extinguish the obligation of the Mortgagor to pay the Principal Sum, interest or any other amount payable hereunder or secured or intended to be secured hereby or as a merger of any covenant herein contained or otherwise, and the acceptance of any payment or alternate security shall not constitute or create a novation.

12.7 Loan Agreement

The terms and conditions contained in the Loan Agreement shall not merge with this Mortgage and shall survive the execution and delivery of this Mortgage. In the event of a conflict between the terms of this Mortgage and the Loan Agreement, the terms of the Loan Agreement will govern.

12.8 Waiver

The Mortgagee may waive any default by the Mortgagor in the observance or performance of any of the terms hereof and of any other agreement or instrument of which the Mortgagee has the benefit and may waive its rights arising from the occurrence of any Event of Default; provided that each such waiver shall be effective against the Mortgagee only if given by the Mortgagee in writing and no such waiver and no act or omission of the Mortgagee shall extend to or be taken in any manner whatsoever to affect any subsequent default or occurrence or the rights arising therefrom or to effect a waiver thereof.

12.9 Notices

Except as otherwise provided herein, any notice or other communication required or permitted to be given hereunder will be in writing and, in the case of any notice or other communication to be given to the Mortgagor, may be personally given or delivered or sent by prepaid registered mail if mailed to the Mortgagor at the Mortgagor's Address and, in the case of any notice or other communication to be given to the Mortgagee, will be personally delivered to the Mortgagee at the Mortgagee's Address, or to such other address as the Mortgagor or the Mortgagee may designate to the other by notice in writing; and any notice or other document, if so sent by mail, shall be deemed to have been given to the Mortgagor at the expiration of the third Business Day after the date of mailing, unless there exists at the time of mailing, or within three Business Days thereafter, a labour dispute or other event which would adversely affect the normal delivery of such notice or other document by Canada Post in which case such notice or other document will only be deemed to be given or delivered when actually given or delivered.

12.10 Further Assurances

The Mortgagor covenants and agrees with the Mortgagee that the Mortgagor will, forthwith at any time and from time to time at the request of the Mortgagee, execute and deliver to the Mortgagee all deeds and documents and do all acts and things which the Mortgagee may reasonably require for the purpose of mortgaging, pledging, assuring, confirming and transferring to the Mortgagee the Property and carrying into effect the purposes of this Mortgage.

12.11 Assignment

Notwithstanding any other provision of this Mortgage, the Mortgagee may assign, grant, pledge, sell or transfer this Mortgage and any other security granted in respect of the Indebtedness or any power, remedy or right of the Mortgagee hereunder or any of its interest herein to any Person to whom it has assigned its rights, benefits and obligations under the Loan Agreement, without notice to the Mortgagor, and the obligations of the Mortgagor under this Mortgage are undertaken for the benefit of each such Person as well as the Mortgagee.

12.12 Successors and Assigns

This Mortgage shall be binding upon the Mortgagor, and its successors and assigns, and shall enure to the benefit of the Mortgagee, and its successors and assigns, and to any Person to whom the Mortgagee may assign this Mortgage or any power, remedy or right of the Mortgagee hereunder or any of its interest herein.

12.13 Mortgagee's Records

The records of the Mortgagee as to the amount outstanding hereunder at any time, the occurrence of any Event of Default or as to any demand having been made upon the Mortgagor shall be regarded as constituting prima facie proof of the relevant fact or facts without any further or other proof.

12.14 Severability

If any provision of this Mortgage or any part hereof shall be found or determined to be invalid, illegal or unenforceable it shall be severable from this Mortgage and the remainder of this Mortgage shall be construed as if such invalid, illegal or unenforceable provision or part had been deleted herefrom.

12.15 Multiple Mortgagor

If more than one Person executed this Mortgage as the Mortgagor the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Mortgagor shall include each and every such Person severally and all covenants and agreements herein contained shall be deemed to be joint and several covenants and agreements of each such Person.

12.16 Time of the Essence

Time is of the essence of this Mortgage.

12.17 Applicable Law

This Mortgage and the rights and obligations hereunder shall be governed by and be construed according to the laws of the Province of British Columbia.

12.18 Jurisdiction

The Mortgagor irrevocably agrees that any legal action or proceeding with respect to this Mortgage will be brought in the courts of the Province of British Columbia and, by execution and delivery of this Mortgage, the Mortgagor irrevocably submits to such jurisdiction.

12.19 Exclusion of Rights

The Principal Sum, interest and all other amounts secured hereby will be paid without regard to any equities between the Mortgagor and the Mortgagee or any other Person or any right of set off or counterclaim.

12.20 Conflict

It is acknowledged and agreed that the Mortgage Form is a summary of terms contained in these express mortgage terms and consequently in the event of conflict between these express mortgage terms and the Mortgage Form, these express mortgage terms shall prevail and the Mortgage Form shall be interpreted in accordance with the definitions included in, and the terms of, these express mortgage terms.

**ARTICLE 13
ASSIGNMENT OF RENTS****13.1 Assignment of Rents**

To further secure the indebtedness and any interest thereon and all other sums which may become due and payable hereunder, the Mortgagor hereby transfers and assigns to the Mortgagee all of its right, title and interest as landlord under any and all leases, offers to lease and other agreements in the nature of a tenancy or a right to occupy premises (including every addendum, amendment, extension, renewal or supplement thereto or thereof) at the Lands and any rents or other income derived therefrom that the Mortgagor may now have or hereafter have. The Mortgagee may, upon default, collect such rents and other income and exercise the powers hereby conferred. It is further understood and agreed that neither the existence of this section nor the exercising of any of the powers conferred by this assignment of rents, nor the collection of any rent or other income hereunder shall constitute the Mortgagee a mortgagee in possession, nor shall they render the Mortgagee liable to account to any of the parties hereunder for failure to collect or for neglect in collecting any of the rents or other income, nor shall they impose any obligation whatsoever on the Mortgagee to take any proceedings whether in a court of law or otherwise to enforce payment of the said rents or other income, nor shall they render the Mortgagee liable for any neglect to repair or to supply heat or electricity or any other service to the tenants under any tenancy agreement relating to the Lands or to pay taxes but such responsibility, notwithstanding the collection of any rents or other income as aforesaid, shall rest entirely with the Mortgagor.

Page 22 of 23 pages

**ARTICLE 14
REFERENCE DATE**

14.1 Reference Date

This Mortgage is dated for reference January 22, 2022 notwithstanding its actual date of execution.

IN WITNESS WHEREOF this Mortgage has been executed by the Mortgagor on the attached Mortgage Form.

**SCHEDULE A
PERMITTED ENCUMBRANCES**

"Permitted Encumbrances" means:

- (1) the reservations, limitations, provisos and conditions expressed in any original grant from the Crown;
- (2) all legal notations, liens, charges and interests (other than financial encumbrances) noted on or registered against the title to the Lands and approved by the Mortgagee from time to time;
- (3) any assignment, mortgage, pledge, charge, security interest or other encumbrance in favour of the Mortgagee;
- (4) the existing mortgage and assignment of rents in favour of the First Lender;
- (5) any other assignment, mortgage, pledge, charge, security interest or other encumbrance, if any, consented to in writing by the Mortgagee; and
- (6) any leases of units in the Buildings.



Attached is a Certificate of Status with respect to the Lender, Brivia Group Inc. (in French, together with the certified translation).

Electronic Signature

Your electronic signature is a representation that

- (a) You are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or
- (b) You are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or
- (c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.

**David Thomas
Hanson Fox
UPTSBN**

**Digitally signed by
David Thomas Hanson
Fox UPTSBN
Date: 2022-03-01
13:32:33 -06:00**

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

Certificat d'attestation

Loi sur la publicité légale des entreprises (RLRQ, chapitre P-44.1)

J'atteste que l'entreprise portant le nom

GROUPE BRIVIA INC.

et sa ou ses versions

BRIVIA GROUP INC.

- est immatriculée depuis le 23 mai 2000.
- n'est pas en défaut de déposer une déclaration de mise à jour annuelle.
- n'est pas en défaut de se conformer à une demande qui lui a été faite en vertu de l'article 73.
- n'est pas en voie de dissolution.
- n'est pas radiée.

Numéro de certification : 643349215

Le numéro de certification ci-dessus vous permet de consulter en tout temps ce document certifié à l'aide du service en ligne Vérifier un numéro de certification du Registraire des entreprises.

Fait le 22 février 2022 pour le numéro d'entreprise du Québec 1149360399.

Yves Laprise
Registraire des entreprises



Certificate of Attestation

Act respecting the legal publicity of enterprises (CQLR, chapter P-44.1)

I certify that the enterprise named

BRIVIA GROUP INC.

and its version or versions

GROUPE BRIVIA INC.

- has been registered since May 23, 2000;
- is not in default to file an annual updating declaration;
- is not in default to comply with a request made under section 73;
- is not in the process of dissolution;
- has not been cancelled.

Certification number: 643349215

The above certification number allows you to view this certified document at any time using the Check a certification number online service of the Enterprise Registrar.

Dated: February 22, 2022 for Québec enterprise number 1149360399.

Yves Laporte
Registraire des entreprises



**Land Title Act
Declaration**Related Document Number: CA9760141
Fee Collected for Document: \$14.34

I, Liezl Dreijer, Paralegal, 2400 - 745 Thurlow Street, Vancouver, BC V6E 0C5, DECLARE THAT:

1. Mortgage filed at the Land Title Office under pending instrument number CA9760141 was defected as the translation filed for the supporting document was not clearly marked as certified by an official translator.

2. The translation is corrected by replacing the certification page with the attached certification page and inserting the Translator's Statement.

The parties to the Mortgage have consented to the changes herein.

I make this declaration and know it to be true based on personal information and reasonable belief.

Liezl Dreijer
Real Property Paralegal
McCarthy Tétrault LLP
2400 - 745 Thurlow Street
Vancouver, British Columbia
V6E 0C5
Tel: (604) 643 7161

Electronic Signature

Your electronic signature is a representation that

- (a) You are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c. 250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or
- (b) You are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c. 250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or
- (c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.

**David Thomas
Hanson Fox
UPTSBN**

Digitally signed by
David Thomas Hanson
Fox UPTSBN
Date: 2022-06-07
11:32:48 -07:00

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.


TRANSLATOR'S STATEMENT

I, Michel Bergeron, Certified Translator from French to English, member in good standing of the OTTIAQ (Ordre des traducteurs, terminologues et interprètes agréés du Québec), certificate No.: 4446, hereby declare that, to the best of my knowledge, this translation accurately reflects the contents and meaning of the French original.

List of translated documents:

1- Certificat d'attestation (one page)

June 3, 2022


Certified Translator



Certificate of Attestation

Act respecting the legal publicity of enterprises (CQLR, chapter P-44.1)

I certify that the enterprise named

BRIVIA GROUP INC.

and its version or versions

GROUPE BRIVIA INC.

- has been registered since May 23, 2000;
- is not in default to file an annual updating declaration;
- is not in default to comply with a request made under section 73;
- is not in the process of dissolution;
- has not been cancelled.

Certification number: 643349215

The above certification number allows you to view this certified document at any time using the Check a certification number online service of the Enterprise Registrar.

Dated: February 22, 2022 for Québec enterprise number 1149360399.

Yves Lapin
Registraire des entreprises



Certificat d'attestation

Loi sur la publicité légale des entreprises (RLRQ, chapitre P-44.1)

J'atteste que l'entreprise portant le nom

GROUPE BRIVIA INC.

et sa ou ses versions

BRIVIA GROUP INC.

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- n'est pas en défaut de déposer une déclaration de mise à jour annuelle.
- n'est pas en défaut de se conformer à une demande qui lui a été faite en vertu de l'article 73.
- n'est pas en voie de dissolution.
- n'est pas radiée.

Numéro de certification : 643349215

Le numéro de certification ci-dessus vous permet de consulter en tout temps ce document certifié à l'aide du service en ligne Vérifier un numéro de certification du Registraire des entreprises.

Fait le 22 février 2022 pour le numéro d'entreprise du Québec 1149360399.


Registraire des entreprises





Related Document Number: **CA9760141**
Fee Collected for Document: **\$0.00**

I, Liezl Dreijer, Paralegal, 2400 - 745 Thurlow Street, Vancouver, BC V6E 0C5, DECLARE THAT:

1. Mortgage filed at the Land Title Office under pending instrument number CA9760141 was defected as the translation filed for the supporting document did not include a sworn declaration by the official translator.
2. The translation is corrected by replacing the certification page with the attached certification page and inserting the Translator's sworn declaration.

The parties to the Mortgage have consented to the changes herein.

I make this declaration and know it to be true based on personal information and reasonable belief.

Liezl Dreijer
Real Property Paralegal
McCarthy Tétrault LLP
2400 - 745 Thurlow Street
Vancouver, British Columbia
V6E 0C5
Tel: (604) 643 7161

Electronic Signature

Your electronic signature is a representation that

- (a) You are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c. 250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or
- (b) You are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c. 250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or
- (c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.

**David Thomas
Hanson Fox
UPTSBN**

Digitally signed by
David Thomas Hanson
Fox UPTSBN
Date: 2022-06-08
11:16:23 -07:00

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

CANADA

PROVINCE OF BRITISH
COLUMBIA

TO WIT:

In the Matter of the Certificate of Attestation of Brivia
Group Inc. by Michel Bergeron

I, Michel Bergeron, of Boucherville, Quebec, DO SOLEMNLY DECLARE THAT:

I. As of the date of this declaration and to the best of my knowledge:


- (a) I am a member in good standing of the OTTIAQ (Ordre des traducteurs, terminologues et interprètes agréés du Québec) with a certificate No.: 4446;
- (b) I am fluent in both English and French; and
- (c) The translation attached as Schedule A hereto accurately reflects the contents and meaning of the French original.

[Signature page follows.]

- 2 -

AND I make this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE ME at the City of
Boucherville, in the Province of Québec, this
8th day of June, 2022.


Michel Bergeron

M^{re} Félix Bergeron #329749-7

A Commissioner for taking Affidavits for Québec

Lawyer (Québec Bar 2017)

Lacasse Avocats inc.

6950, Grande Allée #202

Saint-Hubert QC J3Y 1C4

450-466-3577

bergeron@lacasseavocats.com

SCHEDULE A**TRANSLATOR'S STATEMENT**

I, Michel Bergeron, Certified Translator from French to English, member in good standing of the OTTIAQ (Ordre des traducteurs, terminologues et interprètes agréés du Québec), Certificate No.: 4446, hereby declare that, to the best of my knowledge, this translation accurately reflects the contents and meaning of the French original.

List of translated documents:

1. Certificate of attestation (one page)

June 3, 2022


Certified Translator



Certificate of Attestation

Act respecting the legal publicity of enterprises (CQLR, chapter P-44.1)

I certify that the enterprise named

BRIVIA GROUP INC.

and its version or versions

GRUPE BRIVIA INC.

- has been registered since May 23, 2000;
- is not in default to file an annual updating declaration;
- is not in default to comply with a request made under section 73;
- is not in the process of dissolution;
- has not been cancelled.

Certification number: 643349215

The above certification number allows you to view this certified document at any time using the Check a certification number online service of the Enterprise Registrar.



Dated: February 22, 2022 for Québec enterprise number 1149360399.

Yves Lapierre
Registraire des entreprises



Certificat d'attestation

Loi sur la publicité légale des entreprises (RLRQ, chapitre P-44.1)

J'atteste que l'entreprise portant le nom

GROUPE BRIVIA INC.

et sa ou ses versions

BRIVIA GROUP INC.

- est immatriculée depuis le 23 mai 2000.
- n'est pas en défaut de déposer une déclaration de mise à jour annuelle.
- n'est pas en défaut de se conformer à une demande qui lui a été faite en vertu de l'article 73.
- n'est pas en voie de dissolution.
- n'est pas radiée.

Numéro de certification : 643349215

Le numéro de certification ci-dessus vous permet de consulter en tout temps ce document certifié à l'aide du service en ligne Vérifier un numéro de certification du Registraire des entreprises.

Fait le 22 février 2022 pour le numéro d'entreprise du Québec 1149360399.


Registraire des entreprises



DECLARATION(S) ATTACHED



Land Title Act

Charge

General Instrument - Part 1

NEW WESTMINSTER LAND TITLE OFFICE

APR 13 2023 12:31:06.001

CB562708-CB562709

1. Application

Document Fees: \$156.34

Liezl Dreijer, McCarthy Tétrault LLP
2400-745 Thurlow Street
Vancouver BC V6E 0C5
Tel: 604-643-7161

File: 223407-555432

2. Description of Land

PID/Plan Number Legal Description

031-725-953 LOT A BLOCK 7 DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP118708

3. Nature of Interest

Type	Number	Additional Information
TRANSFER OF CHARGE	CA9760141	
TRANSFER OF CHARGE	CA9760142	

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

BRIVIA GROUP INC.

6. Transferee(s)

1409658 B.C. LTD. 1425 RENE-LEVESQUE BOULEVARD WEST, SUITE 503 MONTREAL QC M3G 1T7	BC1409658
--	-----------

7. Additional or Modified Terms



Land Title Act

Charge

General Instrument - Part 1

8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

Helen Bougas

Notary Public

503-1425 Rene-Levesque West

Montreal QC H3G 1T7

YYYY-MM-DD

2023-04-12

BRIVIA GROUP INC.

By their Authorized Signatory

Print Name: Kheng Ly

Print Name:

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

Helen Bougas

Notary Public

503-1425 Rene-Levesque West

Montreal QC H3G 1T7

YYYY-MM-DD

2023-04-12

1409658 B.C. LTD.

By their Authorized Signatory

Print Name: Kheng Ly

Print Name:

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Will Kelly Fraser
ZJU4KMDigitally signed by
Will Kelly Fraser ZJU4KM
Date: 2023-04-13
10:09:32 -07:00



Land Title Act

Charge

General Instrument - Part 2

In consideration of **\$1.00 and other valuable consideration**, the Transferor hereby assigns, transfers, and sets unto the Transferee the Charge(s) described in Item 3 of the Form C to which this is attached.

WHEREAS:

A. The Transferor has agreed to assign the Mortgage to the Transferee.

NOW THIS ASSIGNMENT WITNESSES that for and in consideration of the sum of \$10.00 of lawful money of Canada now paid by the Transferee to the Transferor (the receipt and sufficiency whereof is hereby acknowledged by the Transferor):

1. The Transferor hereby absolutely grants, assigns, transfers and sets over unto the Transferee the Mortgage and all the right, title and interest of the Transferor thereunder and therein together with all principal due and owing under the Mortgage and all money, whether for principal or otherwise that may become due and owing thereunder, together with full benefit of all powers and covenants and provisions therein contained.

2. The Transferor hereby covenants with the Transferee that it has not encumbered the Mortgage, and that it has good right, full power and absolute authority to assign the Mortgage in the manner aforesaid according to the true intent and meaning of this Assignment.

3. The Transferor will from time to time and at all times hereafter, at the request of the Transferee, execute such further documents and assurances as may reasonably be required to give effect to the true intent and meaning of this Assignment.

4. Any money received by the Transferor with respect to the Mortgage will be received in trust for the Transferee and paid over to the Transferee.

5. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successor and assigns.

By its signature on the Form C to which this Assignment is attached, the Transferor has executed this Assignment and agrees to be bound by its terms.

**Land Title Act
Declaration**

Certificate of Status together with Translator's sworn declaration attached.

Electronic Signature

Your electronic signature is a representation that

- (a) You are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or
- (b) You are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or
- (c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.

**Will Kelly Fraser
ZJU4KM**

Digitally signed by
Will Kelly Fraser ZJU4KM
Date: 2023-04-13
10:10:01 -07:00

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

CANADA

PROVINCE OF BRITISH
COLUMBIA

TO WIT:

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In the Matter of the Certificate of Attestation of
Brivia Group Inc. by Michel Bergeron

I, Michel Bergeron, of Boucherville, Québec, DO SOLEMNLY DECLARE THAT:

1. As of the date of this declaration and to the best of my knowledge:

- (a) I am a member in good standing of the OTTIAQ (Ordre des traducteurs, terminologies et interprètes agréés du Québec) with a certificate No.: 4446;
- (b) I am fluent in both English and French; and
- (c) The translation attached as Schedule A hereto accurately reflects the contents and meaning of the French original.

[Signature page follows.]

AND I make this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effects as if made under oath and by virtue of the *Canada Evidence Act*

DECLARED BEFORE ME at the City of
Beaucherville, in the Province of Québec, this 11
day of April 2023.

Michel Bergeron

Thompson #329747-7
A Commissioner for taking Affidavits for Québec.
Louyer Québec Bar 2017
Lacasse Avocats Inc.
6150, Grande Allée #202
St-Hubert QC J3Y1C4
450-466-3377
Bergeron Lacasse Avocats, Com

FELIX BERGERON

SCHEDULE A

REZ-130 (2023-03)

Certificate of Attestation

Act respecting the legal publicity of enterprises (CQLR, chapter P-44.1)

I certify that the enterprise named

BRIVIA GROUP INC.

and its version or versions

GROUPE BRIVIA INC.

- has been registered in the enterprise register since May 23, 2000.
- is not in default to file an annual updating declaration.
- is not in default to comply with a request made under section 73.
- has not filed with the Registrar a declaration, notice or judgment that it is being liquidated or dissolved.
- has not been cancelled in the enterprise register.

Certification number: 251099811

The above certification number allows you to view this certified document at any time using the Check a certification number online service of the Enterprise Registrar.

Dated: April 11, 2023 for Québec enterprise number 1149360399.

Yves Lapierre
Registraire des entreprises



Certificat d'attestation

Loi sur la publicité légale des entreprises (RLRQ, chapitre P-44.1)

J'atteste que l'entreprise portant le nom

GROUPE BRIVIA INC.

et sa ou ses versions

BRIVIA GROUP INC.

- est immatriculée au registre des entreprises depuis le 23 mai 2000.
- n'est pas en défaut de déposer une déclaration de mise à jour annuelle.
- n'est pas en défaut de se conformer à une demande qui lui a été faite en vertu de l'article 73.
- n'a pas transmis au Registraire une déclaration, un avis ou un jugement indiquant qu'elle est en voie de liquidation ou de dissolution.
- n'est pas radiée au registre des entreprises

Numéro de certification : 251099811

Le numéro de certification ci-dessus vous permet de consulter en tout temps ce document certifié à l'aide du service en ligne Vérifier un numéro de certification du Registraire des entreprises.

Fait le 11 avril 2023 pour le numéro d'entreprise
du Québec 1149360399.


Registraire des entreprises



This is **Exhibit "G"** referred to in the affidavit of Navneet Sidhu sworn before me at **Vancouver, BC** this 11 day of July, 2025.



A Commissioner for taking Affidavits
For **British Columbia**

TITLE SEARCH PRINT

File Reference: 506954-000834

67
2025-07-10, 09:55:35
Requestor: Nav Sidhu****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	VANCOUVER VANCOUVER
Title Number From Title Number	CB20500 CA9006728 CA9006729
Application Received	2022-06-21
Application Entered	2022-07-11
Registered Owner in Fee Simple Registered Owner/Mailing Address:	1075 NELSON DEVELOPMENT HOLDINGS INC., INC.NO. BC0979494 1425 RENE-LEVESQUE BOULEVARD WEST, SUITE 503 MONTREAL, QC H3G 1T7
Taxation Authority	Vancouver, City of
Description of Land Parcel Identifier: Legal Description:	031-725-953 LOT A BLOCK 7 DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP118708
Legal Notations	HERETO IS ANNEXED EASEMENT CA7769148 OVER AIRSPACE PARCEL 1 PLAN EPP84404 HERETO IS ANNEXED EASEMENT CA7769151 OVER AIRSPACE PARECEL 1 PLAN EPP84404 HERETO IS ANNEXED EASEMENT CA7769160 OVER LOT A PLAN EPP76101 EXCEPT PLAN EPP84404 AND AIRSPACE PARCEL 2 PLAN EPP84404 HERETO IS ANNEXED EASEMENT CA7769161 OVER LOT A PLAN EPP76101 EXCEPT PLAN EPP84404 AND AIRSPACE PARCEL 2 PLAN EPP84404

TITLE SEARCH PRINT

File Reference: 506954-000834

68
2025-07-10, 09:55:35
Requestor: Nav Sidhu

HERETO IS ANNEXED EASEMENT CA8224030 OVER LOT 10 PLAN 92

HERETO IS ANNEXED EASEMENT CA8224032 OVER LOT 10 PLAN 92

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA9006730
FILED 2021-05-14

HOUSING AGREEMENT, VANCOUVER CHARTER, S. 565.2, SEE CB146065

HOUSING AGREEMENT, VANCOUVER CHARTER, S. 565.2, SEE CB146066

Charges, Liens and Interests

Nature:	EASEMENT
Registration Number:	CA7769142
Registration Date and Time:	2019-09-25 16:25
Remarks:	APPURTENANT TO AIRSPACE PARCEL 1 PLAN EPP84404

Nature:	EASEMENT
Registration Number:	CA7769145
Registration Date and Time:	2019-09-25 16:25
Remarks:	APPURTENANT TO AIRSPACE PARCEL 1 PLAN EPP84404

Nature:	EASEMENT
Registration Number:	CA7769154
Registration Date and Time:	2019-09-25 16:25
Remarks:	APPURTENANT TO LOT A PLAN EPP76101 EXCEPT PLAN EPP84404 AND AIRSPACE PARCEL 2 PLAN EPP84404

Nature:	EASEMENT
Registration Number:	CA7769157
Registration Date and Time:	2019-09-25 16:25
Remarks:	APPURTENANT TO LOT A PLAN EPP76101 EXCEPT PLAN EPP84404 AND AIRSPACE PARCEL 2 PLAN EPP84404

Nature:	EASEMENT
Registration Number:	CA8224022
Registration Date and Time:	2020-06-03 11:57
Remarks:	APPURTENANT TO LOT 10 PLAN 92

Nature:	EASEMENT
Registration Number:	CA8224026
Registration Date and Time:	2020-06-03 11:57
Remarks:	APPURTENANT TO LOT 10 PLAN 92

TITLE SEARCH PRINT

File Reference: 506954-000834

69
2025-07-10, 09:55:35
Requestor: Nav Sidhu

Nature: MORTGAGE
Registration Number: CA9760141
Registration Date and Time: 2022-03-03 10:59
Registered Owner: 1409658 B.C. LTD.
INCORPORATION NO. BC1409658
Transfer Number: CB562708

Nature: ASSIGNMENT OF RENTS
Registration Number: CA9760142
Registration Date and Time: 2022-03-03 10:59
Registered Owner: 1409658 B.C. LTD.
INCORPORATION NO. BC1409658
Transfer Number: CB562709

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB20502
Registration Date and Time: 2022-06-21 14:35
Registered Owner: CITY OF VANCOUVER
Remarks: PART IN PLAN EPP118709

Nature: PRIORITY AGREEMENT
Registration Number: CB20504
Registration Date and Time: 2022-06-21 14:35
Remarks: GRANTING CB20502 PRIORITY OVER CA9760141 AND
CA9760142

Nature: COVENANT
Registration Number: CB20505
Registration Date and Time: 2022-06-21 14:35
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CB20507
Registration Date and Time: 2022-06-21 14:35
Remarks: GRANTING CB20505 PRIORITY OVER CA9760141 AND
CA9760142

Nature: COVENANT
Registration Number: CB20508
Registration Date and Time: 2022-06-21 14:35
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CB20510
Registration Date and Time: 2022-06-21 14:35
Remarks: GRANTING CB20508 PRIORITY OVER CA9760141 AND
CA9760142

TITLE SEARCH PRINT

File Reference: 506954-000834

70
2025-07-10, 09:55:35
Requestor: Nav Sidhu

Nature:	EQUITABLE CHARGE
Registration Number:	CB20511
Registration Date and Time:	2022-06-21 14:35
Registered Owner:	CITY OF VANCOUVER
Nature:	PRIORITY AGREEMENT
Registration Number:	CB20513
Registration Date and Time:	2022-06-21 14:35
Remarks:	GRANTING CB20511 PRIORITY OVER CA9760141 AND CA9760142
Nature:	COVENANT
Registration Number:	CB20514
Registration Date and Time:	2022-06-21 14:35
Registered Owner:	CITY OF VANCOUVER
Nature:	PRIORITY AGREEMENT
Registration Number:	CB20516
Registration Date and Time:	2022-06-21 14:35
Remarks:	GRANTING CB20514 PRIORITY OVER CA9760141 AND CA9760142
Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB20517
Registration Date and Time:	2022-06-21 14:35
Registered Owner:	CITY OF VANCOUVER
Nature:	PRIORITY AGREEMENT
Registration Number:	CB20519
Registration Date and Time:	2022-06-21 14:35
Remarks:	GRANTING CB20517 PRIORITY OVER CA9760141 AND CA9760142
Nature:	COVENANT
Registration Number:	CB20520
Registration Date and Time:	2022-06-21 14:35
Registered Owner:	CITY OF VANCOUVER
Nature:	PRIORITY AGREEMENT
Registration Number:	CB20522
Registration Date and Time:	2022-06-21 14:35
Remarks:	GRANTING CB20520 PRIORITY OVER CA9760141 AND CA9760142

TITLE SEARCH PRINT

File Reference: 506954-000834

71
2025-07-10, 09:55:35
Requestor: Nav Sidhu

Nature: COVENANT
Registration Number: CB20523
Registration Date and Time: 2022-06-21 14:35
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CB20525
Registration Date and Time: 2022-06-21 14:35
Remarks: GRANTING CB20523 PRIORITY OVER CA9760141 AND CA9760142

Nature: OPTION TO PURCHASE
Registration Number: CB20526
Registration Date and Time: 2022-06-21 14:35
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CB20528
Registration Date and Time: 2022-06-21 14:35
Remarks: GRANTING CB20526 PRIORITY OVER CA9760141 AND CA9760142

Nature: COVENANT
Registration Number: CB20529
Registration Date and Time: 2022-06-21 14:35
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CB20531
Registration Date and Time: 2022-06-21 14:35
Remarks: GRANTING CB20529 PRIORITY OVER CA9760141 AND CA9760142

Nature: COVENANT
Registration Number: CB20532
Registration Date and Time: 2022-06-21 14:35
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CB20534
Registration Date and Time: 2022-06-21 14:35
Remarks: GRANTING CB20532 PRIORITY OVER CA9760141 AND CA9760142

TITLE SEARCH PRINT

File Reference: 506954-000834

72
2025-07-10, 09:55:35
Requestor: Nav Sidhu

Nature: COVENANT
Registration Number: CB20535
Registration Date and Time: 2022-06-21 14:35
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CB20537
Registration Date and Time: 2022-06-21 14:35
Remarks: GRANTING CB20535 PRIORITY OVER CA9760141 AND CA9760142

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB20538
Registration Date and Time: 2022-06-21 14:35
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CB20540
Registration Date and Time: 2022-06-21 14:35
Remarks: GRANTING CB20538 PRIORITY OVER CA9760141 AND CA9760142

Nature: EQUITABLE CHARGE
Registration Number: CB20541
Registration Date and Time: 2022-06-21 14:35
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CB20543
Registration Date and Time: 2022-06-21 14:35
Remarks: GRANTING CB20541 PRIORITY OVER CA9760141 AND CA9760142

Nature: COVENANT
Registration Number: CB20544
Registration Date and Time: 2022-06-21 14:35
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CB20546
Registration Date and Time: 2022-06-21 14:35
Remarks: GRANTING CB20544 PRIORITY OVER CA9760141 AND CA9760142

TITLE SEARCH PRINT

File Reference: 506954-000834

73
2025-07-10, 09:55:35
Requestor: Nav Sidhu

Nature: COVENANT
Registration Number: CB20547
Registration Date and Time: 2022-06-21 14:35
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CB20549
Registration Date and Time: 2022-06-21 14:35
Remarks: GRANTING CB20547 PRIORITY OVER CA9760141 AND CA9760142

Nature: COVENANT
Registration Number: CB20550
Registration Date and Time: 2022-06-21 14:35
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CB20552
Registration Date and Time: 2022-06-21 14:35
Remarks: GRANTING CB20550 PRIORITY OVER CA9760141 AND CA9760142

Nature: COVENANT
Registration Number: CB20553
Registration Date and Time: 2022-06-21 14:35
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CB20555
Registration Date and Time: 2022-06-21 14:35
Remarks: GRANTING CB20553 PRIORITY OVER CA9760141 AND CA9760142

Nature: COVENANT
Registration Number: CB20556
Registration Date and Time: 2022-06-21 14:35
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CB20558
Registration Date and Time: 2022-06-21 14:35
Remarks: GRANTING CB20556 PRIORITY OVER CA9760141 AND CA9760142

TITLE SEARCH PRINT

File Reference: 506954-000834

74
2025-07-10, 09:55:35
Requestor: Nav Sidhu

Nature: COVENANT
Registration Number: CB20559
Registration Date and Time: 2022-06-21 14:35
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CB20561
Registration Date and Time: 2022-06-21 14:35
Remarks: GRANTING CB20559 PRIORITY OVER CA9760141 AND CA9760142

Nature: COVENANT
Registration Number: CB20562
Registration Date and Time: 2022-06-21 14:35
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CB20564
Registration Date and Time: 2022-06-21 14:35
Remarks: GRANTING CB20562 PRIORITY OVER CA9760141 AND CA9760142

Nature: COVENANT
Registration Number: CB20565
Registration Date and Time: 2022-06-21 14:35
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CB20567
Registration Date and Time: 2022-06-21 14:35
Remarks: GRANTING CB20565 PRIORITY OVER CA9760141 AND CA9760142

Nature: COVENANT
Registration Number: CB20568
Registration Date and Time: 2022-06-21 14:35
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CB20570
Registration Date and Time: 2022-06-21 14:35
Remarks: GRANTING CB20568 PRIORITY OVER CA9760141 AND CA9760142

TITLE SEARCH PRINT

File Reference: 506954-000834

75
2025-07-10, 09:55:35
Requestor: Nav Sidhu

Nature:	COVENANT
Registration Number:	CB20571
Registration Date and Time:	2022-06-21 14:35
Registered Owner:	CITY OF VANCOUVER
Nature:	PRIORITY AGREEMENT
Registration Number:	CB20573
Registration Date and Time:	2022-06-21 14:35
Remarks:	GRANTING CB20571 PRIORITY OVER CA9760141 AND CA9760142
Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB20574
Registration Date and Time:	2022-06-21 14:35
Registered Owner:	CITY OF VANCOUVER
Nature:	PRIORITY AGREEMENT
Registration Number:	CB20576
Registration Date and Time:	2022-06-21 14:35
Remarks:	GRANTING CB20574 PRIORITY OVER CA9760141 AND CA9760142
Nature:	COVENANT
Registration Number:	CB419019
Registration Date and Time:	2023-01-06 14:33
Registered Owner:	CITY OF VANCOUVER
Nature:	PRIORITY AGREEMENT
Registration Number:	CB419021
Registration Date and Time:	2023-01-06 14:33
Remarks:	GRANTING CB419019 PRIORITY OVER CA9760141 AND CA9760142
Nature:	MORTGAGE
Registration Number:	CB612313
Registration Date and Time:	2023-05-11 13:09
Registered Owner:	ROYAL BANK OF CANADA
Transfer Number:	CB2119078
Remarks:	MODIFIED BY CB748029
Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB612314
Registration Date and Time:	2023-05-11 13:09
Registered Owner:	ROYAL BANK OF CANADA
Transfer Number:	CB2119079
Remarks:	MODIFIED BY CB748030

TITLE SEARCH PRINT

File Reference: 506954-000834

76
2025-07-10, 09:55:35
Requestor: Nav Sidhu

Nature: PRIORITY AGREEMENT
Registration Number: CB612447
Registration Date and Time: 2023-05-11 14:00
Remarks: GRANTING CB612313 PRIORITY OVER CA9760141 AND CA9760142

Nature: PRIORITY AGREEMENT
Registration Number: CB612448
Registration Date and Time: 2023-05-11 14:00
Remarks: GRANTING CB612314 PRIORITY OVER CA9760141 AND CA9760142

Nature: MORTGAGE
Registration Number: CB737261
Registration Date and Time: 2023-07-06 09:53
Registered Owner: TRAVELERS INSURANCE COMPANY OF CANADA
INCORPORATION NO. A0064831

Nature: ASSIGNMENT OF RENTS
Registration Number: CB737262
Registration Date and Time: 2023-07-06 09:53
Registered Owner: TRAVELERS INSURANCE COMPANY OF CANADA
INCORPORATION NO. A0064831

Nature: PRIORITY AGREEMENT
Registration Number: CB737443
Registration Date and Time: 2023-07-06 10:25
Remarks: GRANTING CB737261 PRIORITY OVER CA9760141 AND CA9760142

Nature: PRIORITY AGREEMENT
Registration Number: CB737444
Registration Date and Time: 2023-07-06 10:25
Remarks: GRANTING CB737262 PRIORITY OVER CA9760141 AND CA9760142

Nature: PRIORITY AGREEMENT
Registration Number: CB740646
Registration Date and Time: 2023-07-07 09:51
Remarks: GRANTING CB612313 PRIORITY OVER CB737261 AND CB737262

Nature: PRIORITY AGREEMENT
Registration Number: CB740647
Registration Date and Time: 2023-07-07 09:51
Remarks: GRANTING CB612314 PRIORITY OVER CB737261 AND CB737262

TITLE SEARCH PRINT

File Reference: 506954-000834

77
2025-07-10, 09:55:35
Requestor: Nav Sidhu

Nature: MODIFICATION
Registration Number: CB748029
Registration Date and Time: 2023-07-12 08:14
Remarks: MODIFICATION OF CB612313

Nature: MODIFICATION
Registration Number: CB748030
Registration Date and Time: 2023-07-12 08:14
Remarks: MODIFICATION OF CB612314

Nature: PRIORITY AGREEMENT
Registration Number: CB748199
Registration Date and Time: 2023-07-12 09:08
Remarks: GRANTING CB748029 PRIORITY OVER CA9760141 AND CA9760142

Nature: PRIORITY AGREEMENT
Registration Number: CB748200
Registration Date and Time: 2023-07-12 09:08
Remarks: GRANTING CB748030 PRIORITY OVER CA9760141 AND CA9760142

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

This is **Exhibit "H"** referred to in the affidavit of Navneet Sidhu sworn before me at **Vancouver, BC** this 11 day of July, 2025.



A Commissioner for taking Affidavits
For **British Columbia**

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "1075 NELSON DEVELOPMENT LIMITED PARTNERSHIP"

Search Date and Time: July 11, 2025 at 10:29:11 am Pacific time
Account Name: DENTONS CANADA LLP
Folio Number: 506954-000834

TABLE OF CONTENTS

3 Matches in 3 Registrations in Report

Exact Matches: 3 (*)

Total Search Report Pages: 14

	Base Registration	Base Registration Date	Debtor Name	Page
1	437074P	March 27, 2023	* 1075 NELSON DEVELOPMENT LIMITED PARTNERSHIP	2
2	437082P	March 27, 2023	* 1075 NELSON DEVELOPMENT LIMITED PARTNERSHIP	7
3	647856P	July 6, 2023	* 1075 NELSON DEVELOPMENT LIMITED PARTNERSHIP	11

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 437074P

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 27, 2023 at 3:54:28 pm Pacific time
Current Expiry Date and Time:	March 27, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 11, 2025 at 10:29:11 am Pacific time)

Secured Party Information

HSBC BANK CANADA

Address

885 WEST GEORGIA STREET
VANCOUVER BC
V6C 3G1 Canada

ROYAL BANK OF CANADA

Address

885 WEST GEORGIA STREET
VANCOUVER BC
V6C 3E8 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

**1075 NELSON DEVELOPMENT
LIMITED PARTNERSHIP**

Address

2400 - 745 THURLOW STREET
VANCOUVER BC
V6E 0C5 Canada

**1075 NELSON DEVELOPMENT GP
INC.**

Address

2400 - 745 THURLOW STREET
VANCOUVER BC
V6E 0C5 Canada

**1075 NELSON DEVELOPMENT
HOLDINGS INC.**

Address

2400 - 745 THURLOW STREET
VANCOUVER BC
V6E 0C5 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE PRESENT AND AFTER-ACQUIRED GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND INTANGIBLES OF THE DEBTORS OR ANY OF THEM NOW OR HEREAFTER SITUATE AT, USED IN CONNECTION WITH, RELATING TO OR ARISING OUT OF OR PURCHASED FOR USE IN CONNECTION WITH THE LANDS AND PREMISES LOCATED IN VANCOUVER, BRITISH COLUMBIA, AND LEGALLY DESCRIBED AS PARCEL IDENTIFIER 031-725-953, LOT A BLOCK 7 DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP118708; AND ALL PRESENT AND AFTER-ACQUIRED PROCEEDS THAT ARE GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY OR INTANGIBLES (EACH AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO).

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

GOWLING WLG (CANADA) LLP

Address

BENTALL 5 SUITE 2300 550 BURRARD STREET
VANCOUVER BC
V6C 2B5 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT - SECURED PARTIES AMENDED

Registration Date and Time: June 19, 2025 at 11:40:00 am Pacific time
Registration Number: 318446R
Description:

Secured Party Information

ROYAL BANK OF CANADA	Address
ADDRESS CHANGED	885 WEST GEORGIA STREET VANCOUVER BC V6C 3E8 Canada

Registering Party Information

DENTONS CANADA LLP	Address
	20TH FLOOR 250 HOWE STREET VANCOUVER BC V6C 3R8 Canada

AMENDMENT

Registration Date and Time: June 18, 2025 at 2:48:08 pm Pacific time
Registration Number: 316305R
Description: TO ADD ROYAL BANK OF CANADA, AS SECURED PARTY, AS SUCCESSOR BY AMALGAMATION BETWEEN HSBC BANK CANADA AND ROYAL BANK OF CANADA ON OR ABOUT MARCH 29, 2024.

Secured Party Information

ROYAL BANK OF CANADA	Address
ADDED	885 WEST GEORGIA STREET VANCOUVER BC V6C 3G1 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Registering Party Information

DENTONS CANADA LLP

Address

20TH FLOOR 250 HOWE STREET
VANCOUVER BC
V6C 3R8 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 437082P

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 27, 2023 at 3:56:07 pm Pacific time
Current Expiry Date and Time:	March 27, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 11, 2025 at 10:29:11 am Pacific time)

Secured Party Information

HSBC BANK CANADA

Address

885 WEST GEORGIA STREET
VANCOUVER BC
V6C 3G1 Canada

ROYAL BANK OF CANADA

Address

885 WEST GEORGIA STREET
VANCOUVER BC
V6C 3E8 Canada

Debtor Information

**1075 NELSON DEVELOPMENT
LIMITED PARTNERSHIP**

Address

2400 - 745 THURLOW STREET
VANCOUVER BC
V6E 0C5 Canada

**1075 NELSON DEVELOPMENT GP
INC.**

Address

2400 - 745 THURLOW STREET
VANCOUVER BC
V6E 0C5 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL DEBTS, ACCOUNTS, CLAIMS, MONIES, AND CHOSSES IN ACTION THAT NOW ARE OR MAY AT ANY TIME HEREAFTER BE DUE OR OWING TO OR OWNED BY THE DEBTOR, AND ALSO ALL SECURITIES, BILLS, NOTES, AND OTHER DOCUMENTS NOW HELD OR OWNED OR WHICH MAY HEREAFTER BE TAKEN, HELD, OR OWNED BY THE DEBTOR OR ANYONE ON BEHALF OF THE DEBTOR IN RESPECT OF THOSE DEBTS, ACCOUNTS, CLAIMS, MONIES, AND CHOSSES IN ACTION OR ANY PART THEREOF, AND ALSO ALL BOOKS AND PAPERS RECORDING, EVIDENCING OR RELATING TO THOSE DEBTS, ACCOUNTS, CLAIMS, MONIES, AND CHOSSES IN ACTION OR ANY PART THEREOF; AND ALL PROCEEDS INCLUDING GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, OR MONEY NOW OR HEREAFTER FORMING PROCEEDS OF THE FOREGOING COLLATERAL.

Original Registering Party

GOWLING WLG (CANADA) LLP

Address

BENTALL 5 SUITE 2300 550 BURNARD STREET
VANCOUVER BC
V6C 2B5 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT - SECURED PARTIES AMENDED

Registration Date and Time: June 19, 2025 at 11:38:40 am Pacific time
Registration Number: 318433R
Description:

Secured Party Information

ROYAL BANK OF CANADA

ADDRESS CHANGED

Address

885 WEST GEORGIA STREET
VANCOUVER BC
V6C 3E8 Canada

Registering Party Information

DENTONS CANADA LLP

Address

20TH FLOOR 250 HOWE STREET
VANCOUVER BC
V6C 3R8 Canada

AMENDMENT

Registration Date and Time: June 18, 2025 at 2:47:16 pm Pacific time
Registration Number: 316301R
Description: TO ADD ROYAL BANK OF CANADA, AS SECURED PARTY, AS SUCCESSOR BY AMALGAMATION BETWEEN HSBC BANK CANADA AND ROYAL BANK OF CANADA ON OR ABOUT MARCH 29, 2024.

Secured Party Information

ROYAL BANK OF CANADA

ADDED

Address

885 WEST GEORGIA STREET
VANCOUVER BC
V6C 3G1 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Registering Party Information

DENTONS CANADA LLP

Address

20TH FLOOR 250 HOWE STREET
VANCOUVER BC
V6C 3R8 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 647856P

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 6, 2023 at 10:09:34 am Pacific time
Current Expiry Date and Time:	July 6, 2033 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 11, 2025 at 10:29:11 am Pacific time)

Secured Party Information

**TRAVELERS INSURANCE COMPANY
OF CANADA**

Address

650 WEST GEORGIA ST., STE 2500
VANCOUVER BC
V6B 4N7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

**1075 NELSON DEVELOPMENT
LIMITED PARTNERSHIP**

Address

1425 RENE-LEVESQUE BOULEVARD
WEST, SUITE 503
MONTREAL QC
H3G 1T7 Canada

**1075 NELSON DEVELOPMENT GP
INC.**

Address

1425 RENE-LEVESQUE BOULEVARD
WEST, SUITE 503
MONTREAL QC
H3G 1T7 Canada

**1075 NELSON DEVELOPMENT
HOLDINGS INC.**

Address

1425 RENE-LEVESQUE BOULEVARD
WEST, SUITE 503
MONTREAL QC
H3G 1T7 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, MONEY, CROPS, LICENCES AND ACCOUNTS, LOCATED ON, SITUATE ON, ARISING FROM, RELATING TO OR USED IN CONNECTION WITH THE REAL PROPERTY LOCATED AT 1083 NELSON STREET, VANCOUVER, BRITISH COLUMBIA, LEGALLY DESCRIBED AS PARCEL IDENTIFIER: 031-725-953, LOT A BLOCK 7 DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP118708, AND THE CONSTRUCTION OF A DEVELOPMENT TO BE CALLED CURV (THE "PROJECT"), INCLUDING, WITHOUT LIMITATION, ALL DEPOSIT MONIES RECEIVED FROM PURCHASERS OF UNITS IN THE PROJECT AND INTEREST THEREON; AND ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, SECURITIES, INVESTMENT PROPERTY, SUBSTITUTIONS, CROPS, LICENCES, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

BENNETT JONES LLP

Address

666 BURNARD STREET, SUITE 2500
VANCOUVER BC
V6C 2X8 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time:	July 10, 2023 at 11:29:45 am Pacific time
Registration Number:	654351P
Description:	Subordination Agreement regarding the priority of the Secured Party's security interests as against the security interests in favour of HSBC Bank Canada perfected by Base Registration Nos. 437074P and 437082P registered on March 27, 2023.

Registering Party Information

GOWLING WLG (CANADA) LLP

Address

BENTALL 5 SUITE 2300 550 BURRARD STREET
VANCOUVER BC
V6C 2B5 Canada

This is **Exhibit "I"** referred to in the affidavit of Navneet Sidhu sworn before me at **Vancouver, BC** this 11 day of July, 2025.



A Commissioner for taking Affidavits
For **British Columbia**

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "1075 NELSON DEVELOPMENT GP INC."

Search Date and Time: July 11, 2025 at 10:29:47 am Pacific time
Account Name: DENTONS CANADA LLP
Folio Number: 506954-000834

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2	437082P	March 27, 2023	* 1075 NELSON DEVELOPMENT GP INC.	2
3	437087P	March 27, 2023	* 1075 NELSON DEVELOPMENT GP INC.	11
4	647856P	July 6, 2023	* 1075 NELSON DEVELOPMENT GP INC.	16

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 437074P

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 27, 2023 at 3:54:28 pm Pacific time
Current Expiry Date and Time:	March 27, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 11, 2025 at 10:29:47 am Pacific time)

Secured Party Information

HSBC BANK CANADA

Address

885 WEST GEORGIA STREET
VANCOUVER BC
V6C 3G1 Canada

ROYAL BANK OF CANADA

Address

885 WEST GEORGIA STREET
VANCOUVER BC
V6C 3E8 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

**1075 NELSON DEVELOPMENT
LIMITED PARTNERSHIP**

Address

2400 - 745 THURLOW STREET
VANCOUVER BC
V6E 0C5 Canada

**1075 NELSON DEVELOPMENT GP
INC.**

Address

2400 - 745 THURLOW STREET
VANCOUVER BC
V6E 0C5 Canada

**1075 NELSON DEVELOPMENT
HOLDINGS INC.**

Address

2400 - 745 THURLOW STREET
VANCOUVER BC
V6E 0C5 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE PRESENT AND AFTER-ACQUIRED GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND INTANGIBLES OF THE DEBTORS OR ANY OF THEM NOW OR HEREAFTER SITUATE AT, USED IN CONNECTION WITH, RELATING TO OR ARISING OUT OF OR PURCHASED FOR USE IN CONNECTION WITH THE LANDS AND PREMISES LOCATED IN VANCOUVER, BRITISH COLUMBIA, AND LEGALLY DESCRIBED AS PARCEL IDENTIFIER 031-725-953, LOT A BLOCK 7 DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP118708; AND ALL PRESENT AND AFTER-ACQUIRED PROCEEDS THAT ARE GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY OR INTANGIBLES (EACH AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO).

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

GOWLING WLG (CANADA) LLP

Address

BENTALL 5 SUITE 2300 550 BURRARD STREET
VANCOUVER BC
V6C 2B5 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT - SECURED PARTIES AMENDED

Registration Date and Time: June 19, 2025 at 11:40:00 am Pacific time
Registration Number: 318446R
Description:

Secured Party Information

ROYAL BANK OF CANADA
ADDRESS CHANGED

Address
885 WEST GEORGIA STREET
VANCOUVER BC
V6C 3E8 Canada

Registering Party Information

DENTONS CANADA LLP

Address
20TH FLOOR 250 HOWE STREET
VANCOUVER BC
V6C 3R8 Canada

AMENDMENT

Registration Date and Time: June 18, 2025 at 2:48:08 pm Pacific time
Registration Number: 316305R
Description: TO ADD ROYAL BANK OF CANADA, AS SECURED PARTY, AS SUCCESSOR BY AMALGAMATION BETWEEN HSBC BANK CANADA AND ROYAL BANK OF CANADA ON OR ABOUT MARCH 29, 2024.

Secured Party Information

ROYAL BANK OF CANADA
ADDED

Address
885 WEST GEORGIA STREET
VANCOUVER BC
V6C 3G1 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Registering Party Information

DENTONS CANADA LLP

Address

20TH FLOOR 250 HOWE STREET
VANCOUVER BC
V6C 3R8 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 437082P

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 27, 2023 at 3:56:07 pm Pacific time
Current Expiry Date and Time:	March 27, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 11, 2025 at 10:29:47 am Pacific time)

Secured Party Information

HSBC BANK CANADA

Address

885 WEST GEORGIA STREET
VANCOUVER BC
V6C 3G1 Canada

ROYAL BANK OF CANADA

Address

885 WEST GEORGIA STREET
VANCOUVER BC
V6C 3E8 Canada

Debtor Information

**1075 NELSON DEVELOPMENT
LIMITED PARTNERSHIP**

Address

2400 - 745 THURLOW STREET
VANCOUVER BC
V6E 0C5 Canada

**1075 NELSON DEVELOPMENT GP
INC.**

Address

2400 - 745 THURLOW STREET
VANCOUVER BC
V6E 0C5 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL DEBTS, ACCOUNTS, CLAIMS, MONIES, AND CHOSSES IN ACTION THAT NOW ARE OR MAY AT ANY TIME HEREAFTER BE DUE OR OWING TO OR OWNED BY THE DEBTOR, AND ALSO ALL SECURITIES, BILLS, NOTES, AND OTHER DOCUMENTS NOW HELD OR OWNED OR WHICH MAY HEREAFTER BE TAKEN, HELD, OR OWNED BY THE DEBTOR OR ANYONE ON BEHALF OF THE DEBTOR IN RESPECT OF THOSE DEBTS, ACCOUNTS, CLAIMS, MONIES, AND CHOSSES IN ACTION OR ANY PART THEREOF, AND ALSO ALL BOOKS AND PAPERS RECORDING, EVIDENCING OR RELATING TO THOSE DEBTS, ACCOUNTS, CLAIMS, MONIES, AND CHOSSES IN ACTION OR ANY PART THEREOF; AND ALL PROCEEDS INCLUDING GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, OR MONEY NOW OR HEREAFTER FORMING PROCEEDS OF THE FOREGOING COLLATERAL.

Original Registering Party

GOWLING WLG (CANADA) LLP

Address

BENTALL 5 SUITE 2300 550 BURNARD STREET
VANCOUVER BC
V6C 2B5 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT - SECURED PARTIES AMENDED

Registration Date and Time: June 19, 2025 at 11:38:40 am Pacific time
Registration Number: 318433R
Description:

Secured Party Information

ROYAL BANK OF CANADA

ADDRESS CHANGED

Address

885 WEST GEORGIA STREET
VANCOUVER BC
V6C 3E8 Canada

Registering Party Information

DENTONS CANADA LLP

Address

20TH FLOOR 250 HOWE STREET
VANCOUVER BC
V6C 3R8 Canada

AMENDMENT

Registration Date and Time: June 18, 2025 at 2:47:16 pm Pacific time
Registration Number: 316301R
Description: TO ADD ROYAL BANK OF CANADA, AS SECURED PARTY, AS SUCCESSOR BY AMALGAMATION BETWEEN HSBC BANK CANADA AND ROYAL BANK OF CANADA ON OR ABOUT MARCH 29, 2024.

Secured Party Information

ROYAL BANK OF CANADA

ADDED

Address

885 WEST GEORGIA STREET
VANCOUVER BC
V6C 3G1 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Registering Party Information

DENTONS CANADA LLP

Address

20TH FLOOR 250 HOWE STREET
VANCOUVER BC
V6C 3R8 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 437087P

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 27, 2023 at 3:57:17 pm Pacific time
Current Expiry Date and Time:	March 27, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 11, 2025 at 10:29:47 am Pacific time)

Secured Party Information

HSBC BANK CANADA

Address

885 WEST GEORGIA STREET
VANCOUVER BC
V6C 3G1 Canada

ROYAL BANK OF CANADA

Address

885 WEST GEORGIA STREET
VANCOUVER BC
V6C 3E8 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

**1075 NELSON DEVELOPMENT GP
INC.**

Address

2400 - 745 THURLOW STREET
VANCOUVER BC
V6E 0C5 Canada

**1075 NELSON DEVELOPMENT
HOLDINGS INC.**

Address

2400 - 745 THURLOW STREET
VANCOUVER BC
V6E 0C5 Canada

BRIVIA FAMILY INVESTMENTS INC.

Address

503 - 1425 BOULEVARD RENÉ-LÉVESQUE
OUEST
MONTRÉAL QC
H3G 1T7 Canada

**INVESTISSEMENTS FAMILIAUX
BRIVIA INC.**

Address

503 - 1425 BOULEVARD RENÉ-LÉVESQUE
OUEST
MONTRÉAL QC
H3G 1T7 Canada

**BRIVIA FAMILY INVESTMENTS INC.
/ INVESTISSEMENTS FAMILIAUX
BRIVIA INC.**

Address

503-1425 BOULEVARD RENÉ-LÉVESQUE
OUEST
MONTRÉAL QC
H3G 1T7 Canada

**INVESTISSEMENTS FAMILIAUX
BRIVIA INC. / BRIVIA FAMILY
INVESTMENTS INC.**

Address

503-1425 BOULEVARD RENÉ-LÉVESQUE
OUEST
MONTRÉAL QC
H3G 1T7 Canada

LY, KHENG

Address

3681 RUE ROGER-LEMELIN
SAINT-LAURENT QC
H4R 2Z4 Canada

Birthdate

May 5, 1971

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT, OWED TO THE DEBTORS OR ANY OF THEM BY 1075 NELSON DEVELOPMENT LIMITED PARTNERSHIP AND ITS GENERAL PARTNER, 1075 NELSON DEVELOPMENT GP INC., AND ALL PRESENT AND AFTER-ACQUIRED PROCEEDS THAT ARE GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY OR INTANGIBLES (EACH AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO).

Original Registering Party

GOWLING WLG (CANADA) LLP

Address

BENTALL 5 SUITE 2300 550 BURRARD STREET
VANCOUVER BC
V6C 2B5 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT - SECURED PARTIES AMENDED

Registration Date and Time: June 19, 2025 at 11:41:38 am Pacific time
Registration Number: 318451R
Description:

Secured Party Information

ROYAL BANK OF CANADA

ADDRESS CHANGED

Address

885 WEST GEORGIA STREET
VANCOUVER BC
V6C 3E8 Canada

Registering Party Information

DENTONS CANADA LLP

Address

20TH FLOOR 250 HOWE STREET
VANCOUVER BC
V6C 3R8 Canada

AMENDMENT

Registration Date and Time: June 18, 2025 at 2:49:38 pm Pacific time
Registration Number: 316312R
Description: TO ADD ROYAL BANK OF CANADA, AS SECURED PARTY, AS SUCCESSOR BY AMALGAMATION BETWEEN HSBC BANK CANADA AND ROYAL BANK OF CANADA ON OR ABOUT MARCH 29, 2024.

Secured Party Information

ROYAL BANK OF CANADA

ADDED

Address

885 WEST GEORGIA STREET
VANCOUVER BC
V6C 3G1 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Registering Party Information

DENTONS CANADA LLP

Address

20TH FLOOR 250 HOWE STREET
VANCOUVER BC
V6C 3R8 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 647856P

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 6, 2023 at 10:09:34 am Pacific time
Current Expiry Date and Time:	July 6, 2033 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 11, 2025 at 10:29:47 am Pacific time)

Secured Party Information

**TRAVELERS INSURANCE COMPANY
OF CANADA**

Address

650 WEST GEORGIA ST., STE 2500
VANCOUVER BC
V6B 4N7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

**1075 NELSON DEVELOPMENT
LIMITED PARTNERSHIP**

Address

1425 RENE-LEVESQUE BOULEVARD
WEST, SUITE 503
MONTREAL QC
H3G 1T7 Canada

**1075 NELSON DEVELOPMENT GP
INC.**

Address

1425 RENE-LEVESQUE BOULEVARD
WEST, SUITE 503
MONTREAL QC
H3G 1T7 Canada

**1075 NELSON DEVELOPMENT
HOLDINGS INC.**

Address

1425 RENE-LEVESQUE BOULEVARD
WEST, SUITE 503
MONTREAL QC
H3G 1T7 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, MONEY, CROPS, LICENCES AND ACCOUNTS, LOCATED ON, SITUATE ON, ARISING FROM, RELATING TO OR USED IN CONNECTION WITH THE REAL PROPERTY LOCATED AT 1083 NELSON STREET, VANCOUVER, BRITISH COLUMBIA, LEGALLY DESCRIBED AS PARCEL IDENTIFIER: 031-725-953, LOT A BLOCK 7 DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP118708, AND THE CONSTRUCTION OF A DEVELOPMENT TO BE CALLED CURV (THE "PROJECT"), INCLUDING, WITHOUT LIMITATION, ALL DEPOSIT MONIES RECEIVED FROM PURCHASERS OF UNITS IN THE PROJECT AND INTEREST THEREON; AND ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, SECURITIES, INVESTMENT PROPERTY, SUBSTITUTIONS, CROPS, LICENCES, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

BENNETT JONES LLP

Address

666 BURNARD STREET, SUITE 2500
VANCOUVER BC
V6C 2X8 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time:	July 10, 2023 at 11:29:45 am Pacific time
Registration Number:	654351P
Description:	Subordination Agreement regarding the priority of the Secured Party's security interests as against the security interests in favour of HSBC Bank Canada perfected by Base Registration Nos. 437074P and 437082P registered on March 27, 2023.

Registering Party Information

GOWLING WLG (CANADA) LLP

Address

BENTALL 5 SUITE 2300 550 BURNARD STREET
VANCOUVER BC
V6C 2B5 Canada

This is **Exhibit "J"** referred to in the affidavit of Navneet Sidhu sworn before me at **Vancouver, BC** this 4th day of July, 2025.

A handwritten signature in blue ink, appearing to read 'G. Pedersen', is written over a horizontal line.

A Commissioner for taking Affidavits
For **British Columbia**

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "1075 NELSON DEVELOPMENT HOLDINGS INC."

Search Date and Time: July 11, 2025 at 10:30:41 am Pacific time
Account Name: DENTONS CANADA LLP
Folio Number: 506954-000834

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Exact Matches: 3 (*)

Total Search Report Pages: 15

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2	437087P	March 27, 2023	* 1075 NELSON DEVELOPMENT HOLDINGS INC.	7
3	647856P	July 6, 2023	* 1075 NELSON DEVELOPMENT HOLDINGS INC.	12

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 437074P

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 27, 2023 at 3:54:28 pm Pacific time
Current Expiry Date and Time:	March 27, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 11, 2025 at 10:30:41 am Pacific time)

Secured Party Information

HSBC BANK CANADA

Address

885 WEST GEORGIA STREET
VANCOUVER BC
V6C 3G1 Canada

ROYAL BANK OF CANADA

Address

885 WEST GEORGIA STREET
VANCOUVER BC
V6C 3E8 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

**1075 NELSON DEVELOPMENT
LIMITED PARTNERSHIP**

Address

2400 - 745 THURLOW STREET
VANCOUVER BC
V6E 0C5 Canada

**1075 NELSON DEVELOPMENT GP
INC.**

Address

2400 - 745 THURLOW STREET
VANCOUVER BC
V6E 0C5 Canada

**1075 NELSON DEVELOPMENT
HOLDINGS INC.**

Address

2400 - 745 THURLOW STREET
VANCOUVER BC
V6E 0C5 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE PRESENT AND AFTER-ACQUIRED GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND INTANGIBLES OF THE DEBTORS OR ANY OF THEM NOW OR HEREAFTER SITUATE AT, USED IN CONNECTION WITH, RELATING TO OR ARISING OUT OF OR PURCHASED FOR USE IN CONNECTION WITH THE LANDS AND PREMISES LOCATED IN VANCOUVER, BRITISH COLUMBIA, AND LEGALLY DESCRIBED AS PARCEL IDENTIFIER 031-725-953, LOT A BLOCK 7 DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP118708; AND ALL PRESENT AND AFTER-ACQUIRED PROCEEDS THAT ARE GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY OR INTANGIBLES (EACH AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO).

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

GOWLING WLG (CANADA) LLP

Address

BENTALL 5 SUITE 2300 550 BURRARD STREET
VANCOUVER BC
V6C 2B5 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT - SECURED PARTIES AMENDED

Registration Date and Time: June 19, 2025 at 11:40:00 am Pacific time
Registration Number: 318446R
Description:

Secured Party Information

ROYAL BANK OF CANADA
ADDRESS CHANGED

Address
885 WEST GEORGIA STREET
VANCOUVER BC
V6C 3E8 Canada

Registering Party Information

DENTONS CANADA LLP

Address
20TH FLOOR 250 HOWE STREET
VANCOUVER BC
V6C 3R8 Canada

AMENDMENT

Registration Date and Time: June 18, 2025 at 2:48:08 pm Pacific time
Registration Number: 316305R
Description: TO ADD ROYAL BANK OF CANADA, AS SECURED PARTY, AS SUCCESSOR BY AMALGAMATION BETWEEN HSBC BANK CANADA AND ROYAL BANK OF CANADA ON OR ABOUT MARCH 29, 2024.

Secured Party Information

ROYAL BANK OF CANADA
ADDED

Address
885 WEST GEORGIA STREET
VANCOUVER BC
V6C 3G1 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Registering Party Information

DENTONS CANADA LLP

Address

20TH FLOOR 250 HOWE STREET
VANCOUVER BC
V6C 3R8 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 437087P

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 27, 2023 at 3:57:17 pm Pacific time
Current Expiry Date and Time:	March 27, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 11, 2025 at 10:30:41 am Pacific time)

Secured Party Information

HSBC BANK CANADA

Address

885 WEST GEORGIA STREET
VANCOUVER BC
V6C 3G1 Canada

ROYAL BANK OF CANADA

Address

885 WEST GEORGIA STREET
VANCOUVER BC
V6C 3E8 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

**1075 NELSON DEVELOPMENT GP
INC.**

Address

2400 - 745 THURLOW STREET
VANCOUVER BC
V6E 0C5 Canada

**1075 NELSON DEVELOPMENT
HOLDINGS INC.**

Address

2400 - 745 THURLOW STREET
VANCOUVER BC
V6E 0C5 Canada

BRIVIA FAMILY INVESTMENTS INC.

Address

503 - 1425 BOULEVARD RENÉ-LÉVESQUE
OUEST
MONTRÉAL QC
H3G 1T7 Canada

**INVESTISSEMENTS FAMILIAUX
BRIVIA INC.**

Address

503 - 1425 BOULEVARD RENÉ-LÉVESQUE
OUEST
MONTRÉAL QC
H3G 1T7 Canada

**BRIVIA FAMILY INVESTMENTS INC.
/ INVESTISSEMENTS FAMILIAUX
BRIVIA INC.**

Address

503-1425 BOULEVARD RENÉ-LÉVESQUE
OUEST
MONTRÉAL QC
H3G 1T7 Canada

**INVESTISSEMENTS FAMILIAUX
BRIVIA INC. / BRIVIA FAMILY
INVESTMENTS INC.**

Address

503-1425 BOULEVARD RENÉ-LÉVESQUE
OUEST
MONTRÉAL QC
H3G 1T7 Canada

LY, KHENG

Address

3681 RUE ROGER-LEMELIN
SAINT-LAURENT QC
H4R 2Z4 Canada

Birthdate

May 5, 1971

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT, OWED TO THE DEBTORS OR ANY OF THEM BY 1075 NELSON DEVELOPMENT LIMITED PARTNERSHIP AND ITS GENERAL PARTNER, 1075 NELSON DEVELOPMENT GP INC., AND ALL PRESENT AND AFTER-ACQUIRED PROCEEDS THAT ARE GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY OR INTANGIBLES (EACH AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO).

Original Registering Party

GOWLING WLG (CANADA) LLP

Address

BENTALL 5 SUITE 2300 550 BURRARD STREET
VANCOUVER BC
V6C 2B5 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT - SECURED PARTIES AMENDED

Registration Date and Time: June 19, 2025 at 11:41:38 am Pacific time
Registration Number: 318451R
Description:

Secured Party Information

ROYAL BANK OF CANADA	Address
ADDRESS CHANGED	885 WEST GEORGIA STREET VANCOUVER BC V6C 3E8 Canada

Registering Party Information

DENTONS CANADA LLP	Address
	20TH FLOOR 250 HOWE STREET VANCOUVER BC V6C 3R8 Canada

AMENDMENT

Registration Date and Time: June 18, 2025 at 2:49:38 pm Pacific time
Registration Number: 316312R
Description: TO ADD ROYAL BANK OF CANADA, AS SECURED PARTY, AS SUCCESSOR BY AMALGAMATION BETWEEN HSBC BANK CANADA AND ROYAL BANK OF CANADA ON OR ABOUT MARCH 29, 2024.

Secured Party Information

ROYAL BANK OF CANADA	Address
ADDED	885 WEST GEORGIA STREET VANCOUVER BC V6C 3G1 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Registering Party Information

DENTONS CANADA LLP

Address

20TH FLOOR 250 HOWE STREET
VANCOUVER BC
V6C 3R8 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 647856P

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 6, 2023 at 10:09:34 am Pacific time
Current Expiry Date and Time:	July 6, 2033 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 11, 2025 at 10:30:41 am Pacific time)

Secured Party Information

**TRAVELERS INSURANCE COMPANY
OF CANADA**

Address

650 WEST GEORGIA ST., STE 2500
VANCOUVER BC
V6B 4N7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

**1075 NELSON DEVELOPMENT
LIMITED PARTNERSHIP**

Address

1425 RENE-LEVESQUE BOULEVARD
WEST, SUITE 503
MONTREAL QC
H3G 1T7 Canada

**1075 NELSON DEVELOPMENT GP
INC.**

Address

1425 RENE-LEVESQUE BOULEVARD
WEST, SUITE 503
MONTREAL QC
H3G 1T7 Canada

**1075 NELSON DEVELOPMENT
HOLDINGS INC.**

Address

1425 RENE-LEVESQUE BOULEVARD
WEST, SUITE 503
MONTREAL QC
H3G 1T7 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, MONEY, CROPS, LICENCES AND ACCOUNTS, LOCATED ON, SITUATE ON, ARISING FROM, RELATING TO OR USED IN CONNECTION WITH THE REAL PROPERTY LOCATED AT 1083 NELSON STREET, VANCOUVER, BRITISH COLUMBIA, LEGALLY DESCRIBED AS PARCEL IDENTIFIER: 031-725-953, LOT A BLOCK 7 DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP118708, AND THE CONSTRUCTION OF A DEVELOPMENT TO BE CALLED CURV (THE "PROJECT"), INCLUDING, WITHOUT LIMITATION, ALL DEPOSIT MONIES RECEIVED FROM PURCHASERS OF UNITS IN THE PROJECT AND INTEREST THEREON; AND ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, SECURITIES, INVESTMENT PROPERTY, SUBSTITUTIONS, CROPS, LICENCES, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

BENNETT JONES LLP

Address

666 BURNARD STREET, SUITE 2500
VANCOUVER BC
V6C 2X8 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time:	July 10, 2023 at 11:29:45 am Pacific time
Registration Number:	654351P
Description:	Subordination Agreement regarding the priority of the Secured Party's security interests as against the security interests in favour of HSBC Bank Canada perfected by Base Registration Nos. 437074P and 437082P registered on March 27, 2023.

Registering Party Information

GOWLING WLG (CANADA) LLP

Address

BENTALL 5 SUITE 2300 550 BURRARD STREET
VANCOUVER BC
V6C 2B5 Canada