



This is the 1st Affidavit of Steven Lum in this case
and was made on June 30, 2021

No. Court File No. VLC-S-S-216272
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BANK OF MONTREAL

PETITIONER

AND:

FIREWEED BREWING CORP.
RAW ENERGY LTD.
RONALD KISIC
ROBERT MAITLAND
HER MAJESTY THE QUEEN IN RIGHT OF CANADA
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH
COLUMBIA
49TH PARALLEL GROUP INC. dba WESTERN CRAFT ALLIANCE

RESPONDENTS

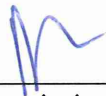
AFFIDAVIT

I, STEVEN LUM, Banker, of Mezzanine Level – 595 Burrard Street, in the City of Vancouver,
in the Province of British Columbia, MAKE OATH AND SAY AS FOLLOWS:

1. I am a senior Account Manager for the Petitioner and as such have personal knowledge of the matters herein deposed to. I am authorized to make this Affidavit on behalf of the Petitioner.
2. I have read the Petition herein, and say that the matters and facts therein set out are true.

3. Attached as **Exhibit "A"** to my affidavit is a British Columbia General Security Agreement dated November 12, 2014, and executed by Fireweed Brewing Corp. ("**Fireweed**").
4. Attached as **Exhibit "B"** to my affidavit is an Alberta Personal Property Registry search of Fireweed, conducted June 3, 2021.
5. Attached as **Exhibit "C"** to my affidavit is a British Columbia Personal Property Registry search of Fireweed, conducted June 3, 2021.
6. I know of no fact which would constitute a defence to the whole or part of the claims as set out in the Petition.

SWORN BEFORE ME at the City of
 Vancouver, in the Province of British
 Columbia, this 30 day of June, 2021



 A Commissioner for taking Affidavits
 within British Columbia.

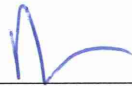
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 STEVEN LUM

BRYAN C. GIBBONS
Barrister & Solicitor
 1600 - 925 WEST GEORGIA ST.
 VANCOUVER, B.C. V6C 3L2
 (604) 685-3456

This is **Exhibit "A"** referred to in the Affidavit
of **Steven Lum** made before me on
June 30, 2021



A Commissioner for taking Affidavits for
British Columbia



British Columbia — P.P.S.A.
 General Security Agreement with Floating Charge
 (For Corporations Only)

THIS SECURITY AGREEMENT is made the 12 day of Nov, 14 (year).

BETWEEN:

FIREWEED BREWING CORP.,
 a British Columbia company (No. A0059737)
 having its chief executive office at 1083 Richter St.

Kelowna, British Columbia, V1Y2K6;
 (the "Borrower")

AND:

BANK OF MONTREAL, a Chartered Bank of Canada with head office in Montreal, Quebec, and
 having a branch office at 2nd Floor, 294 Bernard Ave,
 Kelowna, British Columbia, V1Y 6N4;
 (the "Bank")

1. SECURITY INTEREST

1.1 For consideration the Borrower does hereby:

- (a) mortgage and charge as and by way of a fixed and specific charge. and assign and transfer to the Bank, and grant to the Bank a security interest in, all the Borrower's right, title and interest in and to all its presently owned or held and after acquired or held personal property, of whatever nature or kind (including without limitation client lists, client records and client files) and wheresoever situate, and all proceeds thereof and therefrom including:
- (i) all equipment, including, without limiting the generality of the foregoing, machinery, tools, fixtures, furniture, furnishings, chattels, motor vehicles and other tangible personal property that is not Inventory, and all parts, components, attachments, accessories, accessions, replacements, substitutions, additions and improvements to any of the foregoing (all of which is hereinafter collectively called the "Equipment");
 - (ii) all inventory, including, without limiting the generality of the foregoing, goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing (all of which is hereinafter collectively called the "Inventory");
 - (iii) all debts, accounts, claims, demands, monies and choses in action which now are, or which may at anytime hereafter be, due or owing to or owned by the Borrower and all books, records, documents, papers and electronically recorded data recording, evidencing or relating to the said debts, accounts, claims, demands, monies and choses in action or any part thereof (all of which is hereinafter collectively called the "Accounts");

- (iv) all documents of title, chattel paper, instruments, securities and money, and all other goods of the Borrower that are not Equipment, Inventory or Accounts;
- (iv) all contractual rights, licenses, goodwill, patents, trademarks, trade names, copyrights and other intellectual property of the Borrower, all other choses in action of the Borrower of every kind which now are, or which may at any time hereafter be, due or owing to or owned by the Borrower, and all other intangible property of the Borrower which is not Accounts, chattel paper, instruments, documents of title, securities or money; and
- (vi) without limiting the generality of the foregoing, the personal property, if any, described in Schedule A hereto; and

(b) charge as and by way of a floating charge, and grant to the Bank a security interest in and to:

- (i) all the Borrower's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable and leasehold property and all interests therein, and all easements, rights-of-way, privileges, benefits, licences, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures (all which is hereinafter collectively called the "Real Property"); and
- (ii) all assets and undertakings of the Borrower, of whatsoever nature or kind and wheresoever situate, and all proceeds thereof and therefrom, other than such of its assets and undertakings as are otherwise validly and effectively subject to the charges and security interests in favour of the Bank created pursuant to this Clause 1.1.

1.2 The charges, assignments and transfers and security interests created pursuant to Clause 1.1 are hereinafter collectively called the "Security Interests" and the property subject to the Security Interests and all property, assets and undertakings, expressed to be charged, assigned or transferred or secured by any instruments supplemental hereto or in implementation hereof are hereinafter collectively called the "Collateral".

2. EXCEPTIONS

2.1 The last 10 days of the term created by any lease or agreement therefore are hereby excepted out of any charge or security interest created by this Security Agreement but the Borrower shall stand possessed of the reversion thereby remaining upon trust to assign and dispose thereof to any third party as the Bank shall direct.

3. ATTACHMENT

The Borrower acknowledges that the Security Interests hereby created attach upon the execution of this Security Agreement (or in the case of any after acquired property, upon the date of acquisition thereof), that value has been given, and that the Borrower has (or in the case of any after acquired property, will have upon the date of acquisition) rights in the Collateral.

4. PROHIBITIONS

Without the prior written consent of the Bank the Borrower shall not have power to:

- (a) create or permit to exist any security interest in, charge, encumbrance or lien over, or claim against any of its property, assets, or undertakings which ranks or could in any event rank in priority to or pari passu with any of the Security Interests created by this Security Agreement; or
- (b) grant, sell, or otherwise assign its chattel paper.

5. OBLIGATIONS SECURED

This Security Agreement and the Security Interests hereby created are in addition to and not in substitution for any other security interest now or hereafter held by the Bank from the Borrower or from any other person whomsoever and shall be general and continuing security for the payment of all indebtedness and liability of the Borrower to the Bank (including interest thereon), present and future, absolute or contingent, joint or several, direct or indirect, matured or not, extended or renewed, wheresoever and howsoever incurred, and any ultimate balance thereof, including all advances on current or running account, future advances and re-advances, and for the performance of all obligations of the Borrower to the Bank, whether or not contained in this Security Agreement (all of which indebtedness, liability and obligations are hereinafter collectively called the "Obligations").

6. REPRESENTATIONS AND WARRANTIES

- 6.1 The Borrower represents and warrants that this Security Agreement is granted in accordance with resolutions of the directors (and of the shareholders as applicable) of the Borrower or, if the Borrower is a partnership, of the partners, of the Borrower, and all other matters and things have been done and performed so as to authorize and make the execution and delivery of this Security Agreement, and the performance of the Borrower's obligations hereunder, legal, valid and binding.
- 6.2 The Borrower represents and warrants that the Borrower lawfully owns and possesses all presently held Collateral and has good title thereto, free from all security interests, charges, encumbrances, liens and claims, save only the charges or security interests, if any, consented to in writing by the Bank or shown in any Schedule hereto, and the Borrower has good right and lawful authority to grant a security interest in the Collateral as provided by this Security Agreement.

7. COVENANTS OF THE BORROWER

- 7.1 The Borrower covenants that at all times while this Security Agreement remains in effect the Borrower will:
- (a) defend the title to the Collateral for the benefit of the Bank against the claims and demands of all persons;
 - (b) fully and effectually maintain and keep maintained the Security Interests hereby created valid and effective;
 - (c) maintain the Collateral in good order and repair;
 - (d) forthwith pay:
 - (i) all taxes, assessments, rates, duties, levies, government fees, claims and dues lawfully levied, assessed or imposed upon it or the Collateral when due, unless the Borrower shall in good faith contest its obligations so to pay and shall furnish such security as the Bank may require; and
 - (ii) all security interests, charges, encumbrances, liens and claims which rank or could in any event rank in priority to any Security Interest created by this Security Agreement;
 - (e) forthwith pay all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) which may be incurred by the Bank in:
 - (i) inspecting the Collateral;
 - (ii) negotiating, preparing, perfecting and registering this Security Agreement and other documents, whether or not relating to this Security Agreement;
 - (iii) investigating title to the Collateral;
 - (iv) taking, recovering and keeping possession of the Collateral;
 - (v) all other actions and proceedings taken in connection with the preservation of the Collateral and the enforcement of this Security Agreement and of any other security interest held by the Bank as security for the Obligations;

- (f) at the Bank's request at any time and from time to time execute and deliver such further and other documents and instruments and do all acts and things as the Bank in its absolute discretion requires in order to confirm and perfect, and maintain perfection of, the Security Interests hereby created in favour of the Bank upon any of the Collateral;
- (g) notify the Bank promptly of:
 - (i) any change in the information contained herein relating to the Borrower, its business or the Collateral, including without limitation any change of name or address of the Borrower and any change in the present location of any Collateral;
 - (ii) the details of any material acquisition of Collateral;
 - (iii) any material loss or damage to Collateral;
 - (iv) any material default by any account debtor in payment or other performance of his obligations to the Borrower with respect to any Accounts; and
 - (v) the return to or repossession by the Borrower of Collateral where such return or repossession of Collateral is material in relation to the business of the Borrower;
- (h) prevent Collateral, other than Inventory sold, leased, or otherwise disposed of as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;
- (i) carry on and conduct its business in a proper and business-like manner, including maintenance of proper books of account and records;
- (j) permit the Bank and its representatives, at all reasonable times, access to all its property, assets and undertakings and to all its books of account and records for the purpose of inspection and render all assistance necessary for such inspection;
- (k) deliver to the Bank from time to time promptly upon request:
 - (i) any documents of title, instruments, securities and chattel paper constituting, representing or relating to Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same;
 - (iii) all financial statements prepared by or for the Borrower regarding the Borrower's business;
 - (iv) such information concerning Collateral, the Borrower and the Borrower's business and affairs as the Bank may require; and
- (l) observe and perform the additional covenants set out in Schedule B hereto, if any.

7.2 The Borrower covenants that at all times while this Security Agreement remains in effect, without the prior written consent of the Bank, it will not:

- (a) declare or pay any dividends;
- (b) purchase or redeem any of its shares or otherwise reduce its share capital;
- (c) become guarantor of any obligation; or
- (d) become an endorser in respect of any obligation or otherwise become liable upon any note or other obligation other than bills of exchange deposited to the bank account of the Borrower.

8. INSURANCE

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

- (a) maintain or cause to be maintained insurance on the Collateral with an insurer, of kinds, for amounts and payable to such person or persons, all as the Bank may require, and in particular maintain insurance on the Collateral to the full insurable value against loss or damage by fire including extended coverage endorsement and in the case of motor vehicles, maintain insurance against theft;

- (b) cause the insurance policy or policies required hereunder to be assigned to the Bank and have as part thereof a standard mortgage clause or a mortgage endorsement, as appropriate; and
- (c) pay any premium in connection with such insurance, and deliver all such policies to the Bank, if it so requires.

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

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

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

8.5 If the Borrower fails to maintain insurance as required by Clause 8.1, the Bank may, but shall not be obliged to, maintain or effect such insurance coverage, or so much thereof as the Bank considers necessary for its protection.

9. PERFORMANCE OF OBLIGATIONS

If the Borrower fails to perform its obligations hereunder, the Bank may, but shall not be obliged to, perform any or all of such obligations without prejudice to any other rights and remedies of the Bank hereunder, and any payments made and any costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) incurred in connection therewith shall be payable by the Borrower to the Bank forthwith with interest until paid at the highest rate borne by any of the Obligations.

10. RESTRICTIONS ON SALE OR DISPOSAL OF COLLATERAL

10.1 Except as herein provided, without the prior written consent of the Bank the Borrower will not:

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

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

11. DEFAULT

11.1 The Borrower shall be in default under this Security Agreement, unless waived by the Bank, in any of the following events:

- (a) the Borrower makes default in payment when due of any indebtedness or liability of the Borrower to the Bank; or

- (b) the Borrower is in breach of any term, condition, obligation or covenant to the Bank, or any representation or warranty to the Bank is untrue, whether or not contained in this Security Agreement; or
 - (c) the Borrower declares itself to be insolvent or admits in writing its inability to pay its debts generally as they become due, or makes an assignment for the benefit of its creditors, is declared bankrupt, makes a proposal or otherwise takes advantage of provisions for relief under the Bankruptcy and Insolvency Act, the Companies Creditors' Arrangement Act or similar legislation in any jurisdiction, or makes an authorized assignment; or
 - (d) a receiver, receiver and manager or receiver manager of all or any part of the Collateral is appointed; or
 - (e) an order is made or an effective resolution is passed for winding up the Borrower; or
 - (f) the Borrower ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (g) an order of execution against the Collateral or any part thereof remains unsatisfied for a period of 10 days; or
 - (h) without the prior written consent of the Bank, the Borrower creates or permits to exist any security interest in, charge, encumbrance, lien on or claim against any of the Collateral which ranks or could in any event rank in priority to or pari passu with any of the Security Interests created by this Security Agreement; or
 - (i) the holder of any other security interest, charge, encumbrance or lien or claim against any of the Collateral does anything to enforce or realize on such security interest, charge, encumbrance, lien or claim; or
 - (j) the Borrower enters into an amalgamation, a merger or other similar arrangement with any other person;
- or
- (k) the Bank in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance of any of the Obligations is impaired or that any of the Collateral is or is about to be placed in jeopardy.

11.2 For the purposes of Section 203 of the Land Title Act (British Columbia), the floating charge created by this Security Agreement over Real Property shall become a fixed charge thereon upon the earliest of:

- (a) the occurrence of an event described in Clause 11.1 (c), (d), (e) or (f); or
- (b) the Bank taking any action pursuant to Clause 12 to enforce and realize on the Security Interests created by this Security Agreement.

12. ENFORCEMENT

12.1 Upon any default under this Security Agreement the Bank may declare any or all of the Obligations to become immediately due and payable and the security hereby constituted will immediately become enforceable. To enforce and realize on the Security Interests created by this Security Agreement the Bank may take any action permitted by law or in equity, as it may deem expedient, and in particular and without limiting the generality of the foregoing, the Bank may do any of the following:

- (a) appoint by instrument a receiver, receiver and manager or receiver manager (the person so appointed being hereinafter called the "Receiver") of the Collateral, with or without bond as the Bank may determine, and from time to time in its absolute discretion remove such Receiver and appoint another in its stead;
- (b) enter upon any premises of the Borrower and take possession of the Collateral with power to exclude the Borrower, its agents and its servants therefrom, without becoming liable as a mortgagee in possession;
- (c) preserve, protect and maintain the Collateral and make such replacements thereof and repairs and additions thereto as the Bank may deem advisable;

- (d) sell, lease or otherwise dispose of all or any part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained therefor and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Bank may seem reasonable, provided that if any sale, lease or other disposition is on credit the Borrower will not be entitled to be credited with the proceeds of such sale, lease or other disposition until the monies therefore are actually received; and
- (e) exercise all of the rights and remedies of a secured party under the Act.

12.2 A Receiver appointed pursuant to this Security Agreements shall be the agent of the Borrower and not of the Bank and, to the extent permitted by law or to such lesser extent permitted by its appointment, shall have all the powers of the Bank hereunder, and in addition shall have power to carry on the business of the Borrower and for such purpose from time to time to borrow money either secured or unsecured, and if secured by a security interest on any Collateral, such security interest may rank before or pari passu with or behind any of the Security Interests created by this Security Agreement, and if it does not so specify such security interest shall rank in priority to the Security Interests created by this Security Agreement.

12.3 Subject to the claims, if any, of the creditors of the Borrower ranking in priority to this Security Agreement, all amounts realized from the disposition of Collateral pursuant to this Security Agreement will be applied as the Bank, in its absolute discretion, may direct as follows:

- (a) in payment of all costs, charges and expenses (including legal fees and disbursements on a solicitor and his own client basis) incurred by the Bank in connection with or incidental to:
 - (i) the exercise by the Bank of all or any of the powers granted to it pursuant to this Security Agreement; and
 - (ii) the appointment of the Receiver and the exercise by the Receiver of all or any of the powers granted to it pursuant to this Security Agreement, including the Receiver's reasonable remuneration and all outgoings properly payable by the Receiver;
- (b) in or toward payment to the Bank of all principal and other monies (except interest) due in respect of the Obligations;
- (c) in or toward payment to the Bank of all interest remaining unpaid in respect of the Obligations.

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

13. DEFICIENCY

If the amounts realized from the disposition of the Collateral are not sufficient to pay the Obligations in full, the Borrower will immediately pay to the Bank the amount of such deficiency.

14. LIABILITY OF BANK

The Bank shall not be responsible or liable for any debts contracted by it, for damages to persons or property or for salaries or non-fulfillment of contracts during any period when the Bank shall manage the Collateral upon entry, as herein provided, nor shall the Bank be liable to account as a mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or for any default or omission for which a mortgagee in possession may be liable. The Bank shall not be bound to do, observe or perform or to see to the observance or performance by the Borrower of any obligations or covenants imposed upon the Borrower nor shall the Bank, in the case of securities, instruments or chattel paper, be obliged to preserve rights against other persons, nor shall the Bank be obliged to keep any of the Collateral identifiable. The Borrower hereby waives any applicable provision of law permitted to be waived by it which imposes higher or greater obligations upon the Bank than aforesaid.

15. APPOINTMENT OF ATTORNEY

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

16. ACCOUNTS

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

17. APPROPRIATION OF PAYMENTS

Any and all payments made in respect of the Obligations from time to time and monies realized from any security interests held therefore (including monies collected in accordance with or realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank may at all times and from time to time change any appropriation as the Bank may see fit.

18. CONSOLIDATION

In accordance with the Property Law Act (British Columbia), the doctrine of consolidation applies to this Security Agreement.

19. LIABILITY TO ADVANCE

Except to the extent that the Bank:

- (a) by accepting bills of exchange drawn on it by the Borrower, or
- (b) by issuing letters of credit or letters of guarantee on the application of the Borrower,

is required to advance monies on the maturity of such bills or pursuant to such letters of credit or letters of guarantee, as the case may be, none of the preparation, execution, perfection and registration of this Security Agreement or the advance of any monies shall bind the Bank to make any advance or loan or further advance or loan, or renew any note or extend any time for payment of any indebtedness or liability of the Borrower to the Bank.

20. WAIVER

The Bank may from time to time and at any time waive in whole or in part any right, benefit or default under any clause of this Security Agreement but any such waiver of any right, benefit or default on any occasion shall be deemed not to be a waiver of any such right, benefit or default thereafter, or of any other right, benefit or default, as the case may be. No waiver shall be effective unless it is in writing.

21. NOTICE

Notice may be given to either party by sending it through the post in prepaid mail or delivered to the party for whom it is intended, at the principal address of such party provided herein or at such other address as may be given in writing by such party to the other, and any notice if posted shall be deemed to have been given at the expiration of three business days after posting and if delivered, on delivery.

22. EXTENSIONS

The Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges, refrain from perfecting or maintaining perfection of security interests, and otherwise deal with the Borrower, account debtors of the Borrower, sureties and others and with Collateral and other security interests as the Bank may see fit without prejudice to the liability of the Borrower or the Bank's right to hold and realize on the Security Interests created by this Security Agreement.

23. NO MERGER

This Security Agreement shall not operate so as to create any merger or discharge of any of the Obligations, or of any assignment, transfer, guarantee, lien, contract, promissory note, bill of exchange or security interest of any form held or which may hereafter be held by the Bank from the Borrower or from any other person whomsoever. The taking of a judgment with respect to any of the Obligations will not operate as a merger of any of the covenants contained in this Security Agreement.

24. RIGHTS CUMULATIVE

All rights and remedies of the Bank set out in this Security Agreement, and in any other security agreement held by the Bank from the Borrower or any other person whomsoever to secure payment and performance of the Obligations, are cumulative and no right or remedy contained herein or therein is intended to be exclusive but each is in addition to every other right or remedy contained herein or therein or in any future security agreement, or now or hereafter existing at law, in equity or by statute, or pursuant to any other agreement between the Borrower and the Bank that may be in effect from time to time.

25. ASSIGNMENT

The Bank may, without further notice to the Borrower, at any time assign, transfer or grant a security interest in this Security Agreement and the Security Interests created hereby. The Borrower expressly agrees that the assignee, transferee or secured party, as the case may be, shall have all of the Bank's rights and remedies under this Security Agreement and the Borrower will not assert any defense, counterclaim, right of set-off or otherwise any claim which it now has or hereafter acquires against the Bank in any action commenced by such assignee, transferee or secured party, as the case may be, and will pay the Obligations to the assignee, transferee or secured party, as the case may be, as the Obligations become due.

26. SATISFACTION AND DISCHARGE

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

27. ENUREMENT

This Security Agreement shall enure to the benefit of the Bank and its successors and assigns, and shall be binding upon the successors and permitted assigns of the Borrower.

28. INTERPRETATION

28.1 In this Security Agreement:

- (a) "Collateral" has the meaning set out in Clause 1 hereof and any reference to Collateral shall, unless the context otherwise requires, be deemed to be a reference to Collateral as a whole or any part thereof;
- (b) "the Act" means the Personal Property Security Act (British Columbia) and all regulations thereunder, as amended from time to time.

28.2 Words and expressions used herein that have been defined in the Act shall be interpreted in accordance with their respective meanings given in the Act unless otherwise defined herein or unless the context otherwise requires.

28.3 The invalidity or unenforceability of the whole or any part of any clause of this Security Agreement shall not affect the validity or enforceability of any other clause or the remainder of such clause.

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

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

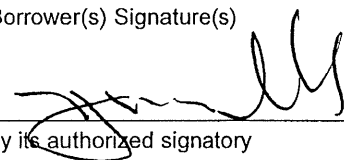
29. COPY OF AGREEMENT AND FINANCING STATEMENT

The Borrower hereby:

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

IN WITNESS WHEREOF the Borrower has executed this Security Agreement this 12 day of Nov, 14 (year).

Firweed Brewing Corp.
Borrower(s) Signature(s)


by its authorized signatory

SCHEDULE A

1. General Collateral, other than Serial Numbered Goods (insert description of Equipment by item or kind)

2. Serial Numbered Goods

<u>Type</u>	<u>Serial No./ Dept. of Transport No.</u>	<u>Year</u>	<u>Make and Model</u>
-------------	---	-------------	-----------------------

SCHEDULE B

Additional Covenants

7.1(l) The Borrower will:

- (i) limit its capital expenditures in any one fiscal year in aggregate to not more than \$_____ ; and
- (ii) limit the amounts paid for remuneration in any form, whether by way of salary, bonus, commission, director's fee or otherwise, to its directors, officers and shareholders in any one fiscal year in aggregate to not more than \$_____ .

This is **Exhibit "B"** referred to in the Affidavit
of **Steven Lum** made before me on
June 30, 2021



A Commissioner for taking Affidavits for
British Columbia

Search ID #: Z13891351

Transmitting Party

LAWSON LUNDELL LLP

SUITE 1100, 225 – 6TH AVENUE S.W.
CALGARY, AB T2P 1N2Party Code: 50088293
Phone #: 403 269 6900
Reference #: 14134-157955

Search ID #: Z13891351

Date of Search: 2021-Jun-03

Time of Search: 10:41:40

Business Debtor Search For:

FIREWEED BREWING CORP.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z13891351

Business Debtor Search For:

FIREWEED BREWING CORP.

Search ID #: Z13891351

Date of Search: 2021-Jun-03

Time of Search: 10:41:40

Registration Number: 14102940204

Registration Date: 2014-Oct-29

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Oct-29 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

19091220630

Renewal

2019-Sep-12

Debtor(s)**Block****Status**

Current

1 FIREWEED BREWING CORP.
1083 RICHTER STREET
KELOWNA, BC V1Y 2K6

Secured Party / Parties**Block****Status**

Current

1 BANK OF MONTREAL
294 BERNARD AVENUE
KELOWNA, BC V1Y 6N4

Collateral: General**Block****Description****Status**

1 ALL PRESENTLY OWNED OR HELD AND AFTER-ACQUIRED OR HELD PERSONAL PROPERTY OF THE DEBTOR AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND.

Current

2 PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Current

Search ID #: Z13891351

Business Debtor Search For:

FIREWEED BREWING CORP.

Search ID #: Z13891351

Date of Search: 2021-Jun-03

Time of Search: 10:41:40

Registration Number: 14102940411

Registration Date: 2014-Oct-29

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Debtor(s)**Block****Status**

Current

1 FIREWEED BREWING CORP.
1083 RICHTER STREET
KELOWNA, BC V1Y 2K6

Secured Party / Parties**Block****Status**

Current

1 BANK OF MONTREAL
294 BERNARD AVENUE
KELOWNA, BC V1Y 6N4

Search ID #: Z13891351

Business Debtor Search For:

FIREWEED BREWING CORP.

Search ID #: Z13891351

Date of Search: 2021-Jun-03

Time of Search: 10:41:40

Registration Number: 14110627840

Registration Date: 2014-Nov-06

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Nov-06 23:59:59

Exact Match on: Debtor No: 2

Debtor(s)**Block****Status**

Current

1 JAYCA HOLDING INC.
450 CURLEW DRIVE
KELOWNA, BC V1W 4L2

Block**Status**

Current

2 FIREWEED BREWING CORP.
450 CURLEW DRIVE
KELOWNA, BC V1W 4L2

Secured Party / Parties**Block****Status**

Current

1 RAW ENERGY LTD.
C/O 1910, 605 FIFTH AVENUE SW
CALGARY, AB T2P 3H5

Block**Status**

Current

2 KISIC, RONALD
620, 407 SECOND AVENUE SW
CALGARY, AB T2P 2Y3

Block**Status**

Current

3 MAITLAND, ROBERT
53 BEDDINGTON GARDENS NE
CALGARY, AB T3K 4N9

Search ID #: Z13891351

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	<p>All of the right, title and interest of the debtors to all of their present and after-acquired personal property (other than consumer goods), together with all debts, accounts, claims, demands, monies and choses in action which now are or which may at any time hereafter be due or owing by Fireweed Brewing Corp. to Jayca Holding Inc., together with securities, bills, notes and other documents now held or owned in respect to the said debts, accounts, claims, demands, monies and choses in action, or any part thereof and all books, records, documents, papers and electronically recorded data recording, evidencing or relating to the said debts, accounts, claims, demands, monies and choses in action or any part thereof.</p> <p>Proceeds: Goods and accessions thereto, chattel paper, investment property, documents of title, instruments, money, intangibles and accounts (all as defined in the Personal Property Security Act, any regulations thereunder and any amendments thereto) and insurance proceeds.</p>	Current

Search ID #: Z13891351

Business Debtor Search For:

FIREWEED BREWING CORP.

Search ID #: Z13891351

Date of Search: 2021-Jun-03

Time of Search: 10:41:40

Registration Number: 14110627887

Registration Date: 2014-Nov-06

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 2

Debtor(s)**Block****Status**

Current

1 JAYCA HOLDING INC.
450 CURLEW DRIVE
KELOWNA, BC V1W 4L2

Block**Status**

Current

2 FIREWEED BREWING CORP.
450 CURLEW DRIVE
KELOWNA, BC V1W 4L2

Secured Party / Parties**Block****Status**

Current

1 RAW ENERGY LTD.
C/O 1910, 605 FIFTH AVENUE SW
CALGARY, AB T2P 3H5

Block**Status**

Current

2 KISIC, RONALD
620, 407 SECOND AVENUE SW
CALGARY, AB T2P 2Y3

Block**Status**

Current

3 MAITLAND, ROBERT
53 BEDDINGTON GARDENS NE
CALGARY, AB T3K 4N9

Search ID #: Z13891351

Business Debtor Search For:

FIREWEED BREWING CORP.

Search ID #: Z13891351

Date of Search: 2021-Jun-03

Time of Search: 10:41:40

Registration Number: 19111420007

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2019-Nov-14

Registration Status: Current

Expiry Date: 2021-Nov-14 23:59:59

Issued in Calgary Judicial Centre

Court File Number is 1901-16013

Judgment Date is 2019-Nov-04

This Writ was issued on 2019-Nov-14

Type of Judgment is Other

Original Judgment Amount: \$34,808.53

Costs Are: \$400.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$35,208.53

Exact Match on: Debtor No: 1

Solicitor / Agent

BISON CREDIT SOLUTIONS

5 - 3402 - 8TH ST SE

CALGARY, AB T2G 5S7

Phone #: 403 263 7670

Fax #: 403 263 7623

Reference #: 63214

Email: sue.seamans@bisoncredit.com

Debtor(s)**Block**

1 FIREWEED BREWING CORP
1083 RICHTER ST
KELOWNA, BC V1Y 2K6

Status
Current

Block

2 TREE BREWING COMPANY
1083 RICHTER ST
KELOWNA, BC V1Y 2K6

Status
Current

Search ID #: Z13891351

Creditor(s)

Block

Status
Current

1 49TH PARALLEL GROUP INC
5 - 3402 - 8TH ST SE
CALGARY, AB T2G 5S7
Email: sue.seamans@bisoncredit.com

Block

Status
Current

2 WESTERN CRAFT ALLIANCE
5 - 3402 - 8TH SE
CALGARY, AB T2G 5S7
Email: sue.seamans@bisoncredit.com

Particulars

Block **Additional Information**

Status

1 FIREWEED BREWING CORP operating as TREE BREWING COMPANY
49TH PARALLEL GROUP INC operating as WESTERN CRAFT ALLIANCE

Current

Result Complete

This is **Exhibit "C"** referred to in the Affidavit
of **Steven Lum** made before me on
June 30, 2021



A Commissioner for taking Affidavits for
British Columbia

Personal Property Registry

Selection List

For: [PE70643] [LAWSON LUNDELL LLP]

Jun 03, 2021

10:15:59 AM

Return				Send to Mailbox	Help ?
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Folio: 14134-157955

[BC OnLine Mailbox](#)

Business Name: FIREWEED
BREWING CORP.

⇒ **Exact Matches: 5**

Local Print Limit: 200

BSR101 - NO MORE INFORMATION TO DISPLAY

Debtor Name

- ⇒ FIREWEED BREWING CORP.
- ⇒ FIREWEED BREWING CORP.
- ⇒ FIREWEED BREWING CORP.
- ⇒ FIREWEED BREWING CORP.
- ⇒ FIREWEED BREWING CORP.

[Display Selection](#)

Page: 1

BC OnLine: PPRS SEARCH RESULT 2021/06/03
 Lterm: XPSP0050 For: PE70643 LAWSON LUNDELL LLP 10:15:59

Index: BUSINESS DEBTOR

Search Criteria: FIREWEED BREWING CORP.

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

Reg. Date: OCT 30, 2014 Reg. Length: 5 YEARS
 Reg. Time: 15:50:13 Expiry Date: OCT 30, 2024
 Base Reg. #: 263102I Control #: D2732329

*** Expiry date includes subsequent registered renewal(s).

Block#

S0001 Secured Party: BANK OF MONTREAL
 2ND FLOOR, 294 BERNARD AVE
 KELOWNA BC V1Y 6N4

=D0001 Base Debtor: FIREWEED BREWING CORP.
 (Business) 1083 RICHTER STREET
 KELOWNA BC V1Y 2K6

D0002 Bus. Debtor: JAYCA HOLDING INC.
 1083 RICHTER STREET
 KELOWNA BC V1Y 2K6

D0003 Bus. Debtor: TREE BEER INSTITUTE LTD.
 1083 RICHTER STREET
 KELOWNA BC V1Y 2K6

General Collateral:

ALL PRESENTLY OWNED OR HELD AND AFTER-ACQUIRED OR HELD PERSONAL
 PROPERTY OF THE DEBTORS, AND AN UNCRYSTALLIZED FLOATING CHARGE ON
 LAND.

ALL ACCOUNTS, DEBTS, AND OTHER INTANGIBLES, CHATTEL PAPER, DOCUMENTS
 OF TITLE, INSTRUMENTS, SECURITIES AND SECURITY INTERESTS NOW DUE OR
 HEREAFTER TO BECOME DUE TO FIREWEED BREWING CORP. ("FIREWEED") OR
 WHICH NOW ARE OR MAY HEREAFTER BECOME VESTED IN FIREWEED AND ALL
 PROCEEDS AND OTHER RIGHTS AND BENEFITS IN RESPECT THEREOF.

Registering

Party: FARRIS, VAUGHAN, WILLS & MURPHY LLP
 1800-1631 DICKSON AVENUE
 KELOWNA BC V1Y 0B5

*** Name/Address Changed on June 17, 2019 to:

Registering

Party: FARRIS LLP
1800-1631 DICKSON AVENUE
KELOWNA BC V1Y 0B5

Continued on Page 2

Search Criteria: FIREWEED BREWING CORP.

Page: 2

----- R E N E W A L -----

Reg. #: 761317L Reg. Date: SEP 12, 2019
Reg. Life: 5 YEARS Reg. Time: 11:25:36
Control #: D6304177
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 263102I Base Reg. Date: OCT 30, 2014

Registering

Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

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

Reg. Date: NOV 05, 2014 Reg. Length: 10 YEARS
Reg. Time: 13:35:43 Expiry Date: NOV 05, 2024
Base Reg. #: 273771I Control #: D2744556

Block#

S0001 Secured Party: RAW ENERGY LTD.
C/O 1910, 605 - 5TH AVE. SW
CALGARY AB T2P 3H5

S0002 Secured Party: RONALD KISIC
620, 407 - 2ND AVE. SW
CALGARY AB T2P 2Y3

S0003 Secured Party: ROBERT MAITLAND
53 BEDDINGTON GARDENS NE
CALGARY AB T3K 4N9

D0001 Base Debtor: JAYCA HOLDING INC.
 (Business) 450 CURLEW DRIVE
 KELOWNA BC V1W 4L2

=D0002 Bus. Debtor: FIREWEED BREWING CORP.
 450 CURLEW DRIVE
 KELOWNA BC V1W 4L2

General Collateral:

ALL THE RIGHT, TITLE AND INTEREST OF ANY OF JAYCA HOLDING INC.
 AND FIREWEED BREWING CORP. TO ALL OF ITS PRESENT AND AFTER
 ACQUIRED PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) AND
 ALL PROCEEDS THEREOF OF WHATSOEVER NATURE AND KIND AND
 WHEREVER SITUATE AND AN UNCRYSTALLIZED FLOATING CHARGE ON
 LAND.

ALL DEBTS, ACCOUNTS, CLAIMS, DEMANDS, MONIES AND CHOSSES IN
 ACTION WHICH NOW ARE OR WHICH MAY AT ANY TIME HEREAFTER BE
 DUE OR OWING BY FIREWEED BREWING CORP. TO JAYCA HOLDING INC.
 ALSO SECURITIES, BILLS, NOTES AND OTHER DOCUMENTS NOW HELD OR
 OWNED IN RESPECT TO THE SAID DEBTS, ACCOUNTS, CLAIMS, DEMANDS,
 MONIES AND CHOSSES IN ACTION, OR ANY PART THEREOF AND ALSO ALL
 BOOKS, RECORDS, DOCUMENTS, PAPERS AND ELECTRONICALLY
 RECORDED DATA RECORDING, EVIDENCING OR RELATING TO THE SAID
 DEBTS, ACCOUNTS, CLAIMS, DEMANDS, MONIES AND CHOSSES IN ACTION
 OR ANY PART THEREOF.

Continued on Page 3

Search Criteria: FIREWEED BREWING CORP.

Page: 3

Registering

Party: FH&P LAWYERS LLP
 400 275 LAWRENCE AVE.
 KELOWNA BC V1Y 6L2

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

Reg. Date: FEB 20, 2019	Reg. Length: 4 YEARS
Reg. Time: 11:18:35	Expiry Date: FEB 20, 2023
Base Reg. #: 327046L	Control #: D5861888

Block#

S0001 Secured Party: DAMS LEASE LTD
 19330 LANGLEY BYPASS
 SURREY BC V3S7R2

S0002 Secured Party: CANADIAN WESTERN BANK
285-4000 GLENMORE COURT SE
CALGARY AB T2C5R8

=D0001 Base Debtor: FIREWEED BREWING CORP.
(Business) 1083 RICHTER STREET
KELOWNA BC V1Y2K6

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0001 MV	1FTR4FH5KLA00772	2019	FORD RANGER	

Registering

Party: DAMS LEASE LTD
19330 LANGLEY BYPASS
SURREY BC V3S7R2

***** MISCELLANEOUS REGISTRATIONS ACT *****

Crown Charge Filed Pursuant to: EXCISE TAX ACT (CANADA)

Reg. Date: JAN 02, 2020	Reg. Length: INFINITY
Reg. Time: 15:13:54	Expiry Date: N/A
Base Reg. #: 982653L	Control #: D6529485

Block#

S0001 Secured Party: HER MAJESTY THE QUEEN IN RIGHT OF
CANADA - PENTICTON OFFICE
C/O 9755 KING GEORGE BOULEVARD
SURREY BC V3T 5E1

=D0001 Base Debtor: FIREWEED BREWING CORP.
(Business) 5272 LAKESHORE ROAD
KELOWNA BC V1W 4J3

General Collateral:

ALL THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY,
INCLUDING BUT NOT RESTRICTED TO MACHINERY, EQUIPMENT, FURNITURE,
FIXTURES, INVENTORY AND RECEIVABLES.
WMWRF33546TG15592 2006 MINI COOPER

Continued on Page 4

Search Criteria: FIREWEED BREWING CORP.

Page: 4

NO.
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BANK OF MONTREAL

PETITIONER

AND:

FIREWEED BREWING CORP.

RAW ENERGY LTD.

RONALD KISIC

ROBERT MAITLAND

HER MAJESTY THE QUEEN IN RIGHT OF

CANADA

HER MAJESTY THE QUEEN IN RIGHT OF

THE PROVINCE OF BRITISH COLUMBIA

49TH PARALLEL GROUP INC. dba WESTERN

CRAFT ALLIANCE

RESPONDENTS

AFFIDAVIT



Barristers & Solicitors
1600 Cathedral Place
925 West Georgia Street
Vancouver, British Columbia
V6C 3L2

Phone: (604) 685-3456
Attention: Bryan C. Gibbons