



This is the 1st affidavit of
Yiota Petrakis in this case and was
made on August 16, 2024

No. H230802
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

BANK OF MONTREAL

PETITIONER

AND

HARO-THURLOW STREET PROJECT LIMITED PARTNERSHIP, HARO AND THURLOW GP LTD., HARLOW HOLDINGS LTD., 1104227 B.C. LTD., CLOUDBREAK HOLDINGS LTD., CM (CANADA) ASSET MANAGEMENT CO. LTD., FORSEED HARO HOLDINGS LTD., 1115830 B.C. LTD., TERRAPOINT DEVELOPMENTS LTD., KANG YU ZOU, WEI DONG, WE ZU, XIA YU AND TREASURE BAY HK LIMITED

RESPONDENTS

AFFIDAVIT

I, **Yiota Petrakis**, of 3500 – 1133 Melville Street, Vancouver, British Columbia, Legal Administrative Assistant, SWEAR THAT:

1. I am a legal assistant at Blake, Cassels & Graydon LLP ("**Blakes**"), the solicitors for Deloitte Restructuring Inc., in its capacity as the Court-Appointed Receiver and Manager of Haro-Thurlow Street Project Limited Partnership, Haro and Thurlow GP Ltd., and Harlow Holdings Inc., and not in its personal capacity (the "**Receiver**") in this proceeding, and as such I have personal knowledge of the matters deposed to in this Affidavit except where I depose to a matter based on information from an informant I identify in which case I believe that both the information from the informant and the resulting statement are true.
2. Attached to this affidavit and marked as Exhibit "**A**" are excerpts from a copy of a Limited Partnership Agreement dated August 31, 2018 between Haro and Thurlow GP Ltd.,

Terrapoint Developments Ltd. ("**Terrapoint**"), Haro and Thurlow Acquisition Corp., and Forseed Haro Holdings Ltd. ("**Forseed**") (referred to as the "**Haro-Thurlow Street Project Limited Partnership**").

3. Attached to this affidavit and marked as Exhibit "**B**" is a copy of a Declaration of Tax Residence for Entities form dated September 28, 2018.

4. Attached to this affidavit and marked as Exhibit "**C**" is a copy of a signed Ownership Attestation form dated November 22, 2019.

5. Attached to this affidavit and marked as Exhibit "**D**" is a copy of an Amended and Restated Certificate of Limited Partnership dated April 12, 2024 from the Haro-Thurlow Street Project Limited Partnership.

6. Attached to this affidavit and marked as Exhibit "**E**" are copies of letters dated July 10, 2024 and July 26, 2024 between Claire Hildebrand of Blakes and Colin Brousson of DLA Piper (Canada) LLP.

7. Attached to this affidavit and marked as Exhibit "**F**" are copies of letters dated July 10, 2024 and July 26, 2024 between Ms. Hildebrand, Pavan Jawanda, and Sean Collins of McCarthy Tetrault.

8. Attached to this affidavit and marked as Exhibit "**G**" are copies of letters dated July 10, 2024 and July 26, 2024 between Ms. Hildebrand and Will Roberts of Lawson Lundell.

9. Attached to this affidavit and marked as Exhibit "**H**" is a copy of a Notice of Civil Claim dated July 26, 2024 between the plaintiffs, Forseed, Forseed Group Holding Ltd., and the defendants, 1104227 B.C. Ltd. ("**110**"), 1115830 B.C. Ltd. ("**111**"), and Mr. Kang Yu Canning Zou ("**Mr. Zou**").

10. Attached to this affidavit and marked as Exhibit "**I**" are copies of certain statutory declarations executed by Mr. Zou dated August 13, 2024.


11. Attached to this affidavit and marked as Exhibit "**J**" are copies of four unit certificates for the Haro-Thurlow Street Project Limited Partnership dated October 3, 2018.

12. Attached to this affidavit and marked as Exhibit “K” is a public list of partners for the Haro-Thurlow Street Project Limited Partnership.

13. Attached to this affidavit and marked as Exhibit “L” are copies of corporate searches dated August 15, 2024 for 110, Forseed, Terrapoint, Harlow Holdings Ltd., Haro and Thurlow GP Ltd., and Haro-Thurlow Street Project Limited Partnership.

14. Attached to this affidavit and marked as Exhibit “M” is an Equitable Mortgage and Estoppel Agreement between Harlow Holdings Ltd., Haro-Thurlow Street Project Limited Partnership, and Bank of Montreal.

SWORN BEFORE ME at Vancouver, British
Columbia on August 16, 2024



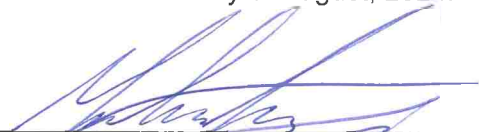
A Commissioner for taking Affidavits for
British Columbia



Yiota Petrakis

MARTIN E. B. GREYELL
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-4187

This is Exhibit "A" referred to in the affidavit of Yiota Petrakis sworn before me at Vancouver, British Columbia this 16th day of August, 2024.



A Commissioner for taking Affidavits
for British Columbia

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Suite 3500, The Stack
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HARO – THURLOW STREET PROJECT LIMITED PARTNERSHIP

LIMITED PARTNERSHIP AGREEMENT

Dated for reference August 31, 2018

HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP

LIMITED PARTNERSHIP AGREEMENT

THIS LIMITED PARTNERSHIP AGREEMENT is dated for reference August 31, 2018 and is made by and between Haro and Thurlow GP Ltd., as general partner, Terrapoint Developments Ltd., Haro and Thurlow Acquisition Corp. and Forseed Haro Holdings Ltd., as initial limited partners, and enures to the benefit of and is binding upon each and every person who is admitted to the Partnership as a limited partner or a general partner.

IN CONSIDERATION of the premises and covenants contained herein and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

“**Act**” means the *Partnership Act* (British Columbia), as the same may from time to time be amended and in effect;

“**Additional Funding Shortfall Loan**” or “**Additional Funding Shortfall Loans**” has the meaning ascribed thereto in section 6.9;

“**Advance Amount**” of a Partner in respect of any Units of a Partner, means the outstanding balance, if any, of advances to such Partner (or any predecessor in interest of such Partner) pursuant to section 6.11 in respect of such Units;

“**Affiliate**” of any body corporate means any other body corporate which is affiliated with such first-mentioned body corporate within the meaning of the *Business Corporations Act* (British Columbia) or successor legislation;

“**Associate**” means, where used to indicate a relationship with any person,

- (a) a partner, other than a limited partner, of that person,
- (b) a trust or estate in which that person has a substantial beneficial interest or for which that person serves as trustee or in a similar capacity,
- (c) an entity in respect of which that person beneficially owns or controls, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all outstanding voting securities of the entity,
- (d) a relative, including the spouse, of that person or a relative of that person's spouse, where the relative has the same home as that person,
- (e) a person that is an Affiliate of that person; or
- (f) a person or entity that does not deal at arm's length with that person,

(v) sell or lease the units in the Building; and (vi) engage in all activities which relate or are ancillary or incidental thereto, and any other activities or undertaking proposed by the General Partner.

2.4 Registered Office and Principal Place of Business.

The registered office of the Partnership will be located at 2900 – 550 Burrard Street, Vancouver, British Columbia, V6C 0A3 or any other address in Vancouver, British Columbia as the General Partner may designate in writing from time to time to the Limited Partners. The principal place of business of the Partnership will be in Vancouver, British Columbia unless and until changed in the sole discretion of the General Partner. The General Partner will notify the Limited Partners of any change of the principal place of business of the Partnership within 30 days after the effective date thereof.

2.5 Fiscal Period.

The fiscal year of the Limited Partnership will end on December 31 in each year unless otherwise determined by the General Partner.

2.6 Filing of Certificate and Amendments to the Certificate.

The General Partner will execute and file the Certificate forthwith following the execution and delivery of this Agreement and an amendment to the Certificate from time to time when required under the Act (including to reflect any return of Capital of any Partner provided for herein), and any other certificate, document or instrument required under the laws of the Province of British Columbia. The General Partner, and each Limited Partner at the request of the General Partner, will execute and deliver as promptly as possible any document that may be necessary or desirable to comply with any law or regulation of the Province of British Columbia or any other jurisdiction in Canada for the continuation, good standing and business, affairs and undertaking of the Partnership. The General Partner will take all necessary action on the basis of information available to it in order to maintain the status of the Partnership as a limited partnership.

2.7 Term.

The Partnership will continue until it is dissolved in accordance with the provisions of Article 9.

2.8 Professional Fees

The Partnership will pay all professional fees and disbursements, incurred in connection with the negotiation, drafting and settlement of the Definitive Transaction Agreements.

ARTICLE 3 RELATIONSHIP BETWEEN PARTNERS

3.1 Status of General Partner.

The General Partner represents and warrants to and covenants with each Limited Partner that the General Partner:

- (a) is, and will be while it is a general partner of the Partnership, a valid and subsisting corporation under the laws of, and qualified to carry on business in,

the Province of British Columbia and such other jurisdictions in which such qualification may be necessary;

- (b) has and will continue to have the corporate capacity to act as general partner of the Partnership and to perform its obligations under this Agreement and that such obligations do not and will not conflict with or constitute a default under its constating documents; and
- (c) is not and will not be a "non-resident person" within the meaning of the Tax Act.

3.2 Status of Each Limited Partner.

Each Limited Partner represents and warrants to and covenants with each other Partner that such Limited Partner:

- (a) has and will continue to have the capacity and, if the Limited Partner is an individual, competence to enter into and be bound by this Agreement;
- (b) if it is a corporation, is and will continue to be a corporation incorporated and existing under the laws of Canada or a province thereof; and
- (c) is not and will not be a "non-resident person" within the meaning of the Tax Act,

and will, at the request of the General Partner, provide such evidence of compliance with each such representation, warranty and covenant as the General Partner may request.

3.3 Limitations on Authority of Limited Partners.

No Limited Partner (except a Limited Partner who is also a General Partner) will or will be entitled to:

- (a) take part in the administration, management, control or operation of the business of the Partnership;
- (b) transact any business on behalf of the Partnership or make any commitment on behalf of, or otherwise obligate or bind, the Partnership;
- (c) execute any document which binds or purports to bind the Partnership or any other Partner;
- (d) purport to have the power or authority to bind the Partnership or any other Partner;
- (e) have any authority to undertake any obligation or responsibility on behalf of the Partnership;
- (f) bring any action for partition or sale or otherwise in connection with any interest in any of the property and assets of the Partnership, whether real or personal, or file or register or permit to be filed or registered or remain undischarged, against any of the property and assets of the Partnership, any Charge in respect of the interest of such Partner in the Partnership; or

SCHEDULE B

FORM OF ASSIGNMENT

ASSIGNMENT OF LIMITED PARTNER UNITS IN Haro – Thurlow Street Project Limited Partnership

The undersigned, a partner of **Haro – Thurlow Street Project Limited Partnership** (the “**Partnership**”), hereby transfers to

(name of Assignee)

(the “**Assignee**”) all of the undersigned’s right, title and interest in and to _____ Class _____ Limited Partner Units (the “**Assigned Units**”) in the Partnership and assigns to the Assignee all of the interest of the undersigned in the Partnership that is represented thereby. The undersigned agrees to furnish to the general partner of the Partnership (the “**General Partner**”) such certificates, assurances, instruments and other documents as the General Partner may require to effect this transfer and assignment. The undersigned agrees that this transfer and assignment will not be effective until all such certificates, assurances, instruments and other documents have been furnished to the General Partner as aforesaid and the name of the Assignee is shown on the Register (as defined in the Limited Partnership Agreement dated for reference August 31, 2018 between **Haro and Thurlow GP Ltd.** as general partner and the initial limited partner as amended from time to time (the “**Partnership Agreement**”)) as the holder of the Assigned Units.

Dated the _____ day of _____, _____.

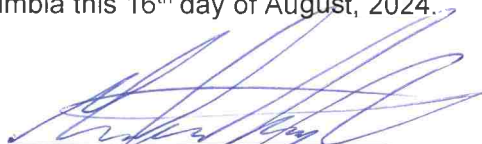
[EXECUTION BY ASSIGNOR]

The Assignee hereby accepts the above transfer and assignment and agrees to be bound as a party to the Partnership Agreement. Without limiting the generality of the foregoing, the Assignee hereby represents and warrants to and covenants with the Partnership that the Assignee:

- (a) [is and will continue to be a corporation incorporated and existing under the laws of Canada or a province thereof;]
- (b) has and will continue to have the [corporate] capacity to enter into and be bound by this Agreement; and
- (c) is not and will not be a “non-resident” person within the meaning of the Income Tax Act (Canada);

and will, at the request of the General Partner, provide such evidence of compliance with such representation, warranty and covenant as the General Partner may request.

This is Exhibit "**B**" referred to in the affidavit of Yiota Petrakis sworn before me at Vancouver, British Columbia this 16th day of August, 2024.



A Commissioner for taking Affidavits
for British Columbia

MARTIN E. B. GREYELL
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 McMillan Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-4187

Declaration of Tax Residence for Entities

- If you are an entity and you are planning to open a financial account or if you already have a financial account with a Canadian financial institution, it may ask you to fill out this or a similar form. For more information on how to fill out this form, see the General information section at the end of the form. You will also find in that section the definitions of terms we use on the form.
- Canadian financial institutions are required under Part XVIII and Part XIX of the *Income Tax Act* to collect the information you provide on this form to determine if they have to report your financial account to the Canada Revenue Agency (CRA). The CRA may share that information with the government of a foreign jurisdiction that a person identified on this form is a resident of for tax purposes. In the case of the United States, the CRA may also share the information with that country's government if the person is a U.S. citizen. You can ask your financial institution if it reported your financial account to the CRA and what information it gave.
- For this form, an entity includes a corporation, a partnership, a trust, an association, a fund, a joint venture, an organization, a syndicate, or a foundation. If you are a sole proprietorship, fill out Form RC518, *Declaration of Tax Residence for Individuals – Part XVIII and Part XIX of the Income Tax Act*.
- Each account holder of a joint account has to fill out a declaration of tax residence form.
- Fill in all sections of this form that apply to you and the Annex if required. If you do not have all the necessary information when you fill out the form, you may be given up to 90 days to give the missing information to your Canadian financial institution. If you do not give the missing information to your financial institution within the specified time frame, it may have to report your financial account to the CRA.
- If you need help with your tax residency information for this form, see Residency of a corporation at cra-arc.gc.ca/tx/nrnsdnts/nhncdrdrng/crs/lrsdctns-eng.html or Income Tax Folio, S6-F1-C1, *Residence of a Trust or Estate*, which you can find on the CRA website.

Section 1 – Identification of account holder

Legal name of the entity HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP		Jurisdiction of incorporation or organization Canada (CA)
Policy/account number assigned by the financial institution		
Permanent residence address		
Suite number – street number and name 2900-560 BURRARD ST		City VANCOUVER
Province, territory, state, or sub-entity British Columbia	Country or jurisdiction Canada (CA)	Postal or ZIP code V6C 0A3
Mailing address (only if different from permanent residence address)		
Suite number – street number and name		City
Province, territory, state, or sub-entity	Country or jurisdiction	Postal or ZIP code

Section 2 -- Declaration of tax residence

Tick (☒) all of the options that apply to the entity

The entity is a tax resident of Canada. ☒ Yes ☐ No ☐ Unknown

If the entity is a trust, give its trust account number. Otherwise, give its business number.

Business number Trust account number T-

The entity is a tax resident of the United States. ☐ Yes ☒ No ☐ Unknown

The entity is a tax resident of a jurisdiction other than Canada or the United States. ☐ Yes ☒ No ☐ Unknown

If you ticked yes, give the entity's jurisdictions of tax residence and taxpayer identification numbers (TIN).

If the entity does not have a TIN for a specific jurisdiction, give the reason using one of these choices:

Reason 1: The entity will apply or has applied for a TIN but has not yet received it.
Reason 2: The entity's jurisdiction of tax residence does not issue TINs to its residents.
Reason 3: Other reason.

For this form, "other reason" is enough.
However, you still have to tell your financial institution the specific reason.

Jurisdiction of tax residence	TIN	If the entity does not have a TIN, choose reason 1, 2, or 3.

(Vous pouvez obtenir ce formulaire en français à arc.gc.ca/formulaires.)

Tick (✓) all of the appropriate boxes.

☒ No. Go to Section 3.3.

☐ **Yes.** Give the entity's global intermediary identification number (GIIN) and go to Section 3.2.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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If the entity does not have a GIIN, give the reason why.

- It is a resident of a non-participating jurisdiction (see cra.gc.ca/tx/bnss/tcps/sips/fnnc/crs/jrsdctns-eng.html for the List of participating jurisdictions).
- At least 50% of its gross income is from investing or trading in financial assets.
- It is managed by another financial institution.

☐ **No.** Go to Section 4.

☐ **Yes.** List the controlling persons of the entity in the Annex and then go to Section 4.

☒ No. Go to Section 3.4.

☐ **Yes.** Give the TIN from the United States and go to Section 3.4.

TIN from the United States

If you do not have a TIN from the United States, have you applied for one?

☐ Yes ☐ No

☐ The entity is a corporation with shares that regularly trade on an established securities market. It can also be a corporation related to that corporation.
If this is the case, go to Section 4.

☐ The entity is engaged in an active trade or business—less than 50% of its gross income is passive income and less than 50% of its assets produce passive income. If this is the case, go to Section 4.

☐ The entity is a government, a central bank or an international organization (or an agency of one). If this is the case, go to Section 4.

☐ The entity is an active non-financial entity other than one described in the three previous options (see paragraphs d) to l) of the definition of active non-financial entity). If this is the case, go to Section 4.

☒ The entity is a passive non-financial entity. If this is the case, list the controlling persons of the entity in the Annex and then go to Section 4.

I am an authorized signing officer of this entity and I certify that the information given on this form and Annex is correct and complete. I will give the entity's financial institution a new form within 30 days of any change in circumstances that causes the information on this form to become inaccurate or incomplete.

Kang Yu Zou

Authorized person's name (print)

Authorized person's signature

Director

Office or position

Date 20180928
Year Month Day

Personal information is collected under the *Income Tax Act* to administer tax and related programs. It may also be used for any purpose related to the administration or enforcement of the Act such as audit, compliance and the payment of debts owed to the Crown. It may be shared or verified with other federal, provincial/territorial government institutions, and foreign governments to the extent authorized by law. Failure to provide this information may result in interest payable, penalties or other actions. Under the *Privacy Act*, individuals have the right to access their personal information and request correction if there are errors or omissions. Refer to Info Source at cra.gc.ca/eng/cy/p/nl/nl/cn/cn-eng.html. Personal Information Bank CRA PPU 047.

Annex – Controlling persons**Protected B when completed**

Identify the entity's controlling persons. Attach a separate list if you need to enter the information of more than two controlling persons. Or you can include a separate Form RC518, *Declaration of Tax Residence for Individuals – Part XVIII and Part XIX of the Income Tax Act*, for each controlling person. Make sure to give the type of controlling person for each controlling person on your list or forms.

Controlling person 1 – Last name ZOU		First name and initial(s) KANG YU		Date of birth	Year 1989	Month 03	Day 17
Type of controlling person Indirect owner							
Permanent residence address							
Apartment number – street number and name						City	
Province, territory, state or sub-entity		Country or jurisdiction			Postal or ZIP code		
Mailing address (only if different from the permanent residence address)							
Apartment number – street number and name						City	
Province, territory, state, or sub-entity		Country or jurisdiction			Postal or ZIP code		
Declaration of tax residence Tick (✓) all of the options that apply to you.							
The controlling person is a tax resident of Canada.				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		Social insurance number (SIN)	
If you ticked yes, give the controlling person's social insurance number:							
The controlling person is a tax resident or a citizen of the United States.				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown		TIN from the United States	
If you ticked yes, give the controlling person's taxpayer identification number (TIN) from the United States.							
If the controlling person does not have a TIN from the United States, has that person applied for one?				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
The controlling person is a tax resident of a jurisdiction other than Canada or the United States.				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown			
If you ticked yes, give the controlling person's jurisdictions of tax residence and TINs.							
If the controlling person does not have a TIN, choose reason 1, 2, or 3, as described in Section 2.							
Jurisdiction of tax residence		TIN		If the person does not have a TIN, choose reason 1, 2, or 3.			

Controlling person 2 – Last name		First name and initial(s)		Date of birth	Year	Month	Day
Type of controlling person							
Permanent residence address							
Apartment number – street number and name						City	
Province, territory, state, or sub-entity		Country or jurisdiction			Postal or ZIP code		
Mailing address (only if different from the permanent residence address)							
Apartment number – street number and name						City	
Province, territory, state, or sub-entity		Country or jurisdiction			Postal or ZIP code		
Declaration of tax residence Tick (✓) all of the options that apply to you.							
The controlling person is a tax resident of Canada.				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		Social insurance number (SIN)	
If you ticked yes, give the controlling person's social insurance number:							
The controlling person is a tax resident or a citizen of the United States.				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		TIN from the United States	
If you ticked yes, give the controlling person's taxpayer identification number (TIN) from the United States.							
If the controlling person does not have a TIN from the United States, has that person applied for one?				<input type="checkbox"/> Yes <input type="checkbox"/> No			
The controlling person is a tax resident of a jurisdiction other than Canada or the United States.				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown			
If you ticked yes, give the controlling person's jurisdictions of tax residence and TINs.							
If the controlling person does not have a TIN, choose reason 1, 2, or 3, as described in Section 2.							
Jurisdiction of tax residence		TIN		If the person does not have a TIN, choose reason 1, 2, or 3.			

This is Exhibit "C" referred to in the affidavit of Yiota Petrakis sworn before me at Vancouver, British Columbia this 16th day of August, 2024.



A Commissioner for taking Affidavits
for British Columbia

MARTIN E. B. GREYELL
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-4187

Ownership Attestation

Date: 22/Nov/2019

To: Bank of Montreal (the "Bank")

The undersigned certifies that the ownership details for HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP (the "Business") are accurate and complete as disclosed to the Bank and as documented below, and may be relied on by the Bank until a written notice of change is provided by the Business. Beneficial Owners are individual or entities who own or control 25% or more of the Business.

The Business has 5 Beneficial Owner(s) who, directly or indirectly, own 25% or more of the Business, and has provided the necessary information for each Beneficial Owner.

Attach additional copies of this Form as required.

The undersigned provides the owner names, addresses, occupations, nature of business, percentage of ownership and type of ownership as:

Ownership Information

Where an entity is an owner *

*Does any individual through ownership of another business entity own **25%** of the Business?

If response is <Yes> enter the details of the individual owner(s).

Legal Name of Entity:	1104227 B.C. LTD.
Address:	3300 - 1021 WEST HASTINGS ST., VANCOUVER, B.C., V6E 0C3
Nature of Business:	HOLDING COMPANY FOR PROJECT ACQUISITION
Direct or Indirect Ownership:	DIRECT
Percentage of Ownership:	45 %

Legal Name of Entity:	1115830 B.C. LTD.
Address:	3300 - 1021 WEST HASTINGS ST., VANCOUVER, B.C., V6E 0C3
Nature of Business:	INVESTMENT HOLDING COMPANY
Direct or Indirect Ownership:	INDIRECT
Percentage of Ownership:	45 %

Legal Name of Entity:	FORSEED HARO HOLDINGS LTD.
Address:	2560 - 200 GRANVILLE ST., VANCOUVER, B.C., V6C 1S4
Nature of Business:	REAL ESTATE INVESTMENT
Direct or Indirect Ownership:	DIRECT
Percentage of Ownership:	45 %

Legal Name of Entity:	FORSEED GROUP HOLDING LTD.
Address:	2560 - 200 GRANVILLE ST., VANCOUVER, B.C., V6C 1S4
Nature of Business:	REAL ESTATE INVESTMENT
Direct or Indirect Ownership:	INDIRECT
Percentage of Ownership:	45 %

Ownership Attestation

Where an individual is an owner

Legal Name:	KANG YU ZOU
Address:	3300 - 1021 WEST HASTINGS ST., VANCOUVER, B.C., V6E 0C3
Occupation:	BUSINESS OWNER
Occupation Details:	BUSINESS OWNER
Direct or Indirect Ownership:	INDIRECT
Percentage of Ownership:	45 %

The undersigned certifies that the Business has not issued bearer shares and will notify the Bank if bearer shares are issued.

Applicable in the province of Quebec only:

It is the express wish of the parties that this document be drawn up and executed in English. Les parties conviennent que le présent document soit rédigé et signé en anglais.

Date: 22/Nov/2019

Business Name: HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP

Print name and title of Officer, Director or Partner as appropriate below signature.

Signature

Name: KANG YU ZOU

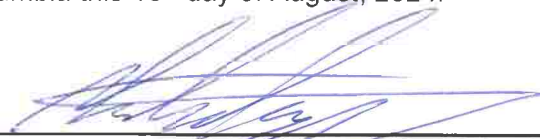
Title: AUTHORIZED SIGNOR

Signature

Name: SHANG WANG

Title: AUTHORIZED SIGNOR

This is Exhibit "D" referred to in the affidavit of Yiota Petrakis sworn before me at Vancouver, British Columbia this 16th day of August, 2024.



A Commissioner for taking Affidavits
for British Columbia

MARTIN E. B. GREYELL
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-4187

LP757845
AMENDED

FILED AND REGISTERED

APR 12 2024

REGISTRAR OF COMPANIES

AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP

HARO – THURLOW STREET PROJECT LIMITED PARTNERSHIP

WHEREAS:

- A. Haro – Thurlow Street Project Limited Partnership (the “**Limited Partnership**”) was formed by the filing of a certificate of limited partnership (the “**Original Certificate**”) pursuant to Section 51 of the *Partnership Act* (British Columbia) (the “**Act**”) with the office of the Registrar of Companies for the Province of British Columbia (the “**Registrar**”) on September 27, 2018 under number LP0757845 pursuant to a limited partnership agreement dated for reference August 31, 2018 (the “**Original Partnership Agreement**”) between Haro and Thurlow GP Ltd. (the “**General Partner**”), as general partner, and the parties identified therein as the limited partners (collectively, the “**Limited Partners**” and individually “**Limited Partner 1**”, “**Limited Partner 2**” and “**Limited Partner 3**”, respectively);
- B. The General Partner wishes to amend the Original Certificate to reflect certain additional capital contributions and partner loans made by the Limited Partners prior to the date hereof; and
- C. As a result of the foregoing, it is necessary to amend the Original Certificate.

THEREFORE, the General Partner, as general partner of the Limited Partnership, hereby certifies that the information with respect to the Limited Partnership required to be stated in the certificate filed under Section 51 and Section 70 of the Act is as follows:

1. **Name.** The business name under which the Limited Partnership is to be conducted is:

HARO – THURLOW STREET PROJECT LIMITED PARTNERSHIP

2. **General Nature of Business.** The general nature of the business carried on or intended to be carried on by the Limited Partnership is as follows:

- (a) The purpose of the Limited Partnership is to (i) acquire beneficial ownership of the Lands, (ii) carry out and complete the Partnership Business Plan; (iii) obtain all development and construction approvals required for the Project; (iv) complete the construction of the Building on the Lands, (v) sell or lease the units in the Building; and (vi) engage in all activities which relate or are ancillary or incidental thereto, and any other activities or undertaking proposed by the General Partner.

3. **General Partner.** The full name and address in British Columbia of the sole general partner of the Limited Partnership is as follows:

Name

Haro and Thurlow GP Ltd.

BC 1175180

Address

2900 - 550 Burrard Street
 Vancouver, BC V6C 0A3

4. **Term.** The term for which the Limited Partnership is to exist is as follows:



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- (a) The Limited Partnership commenced on the date the Original Certificate was filed and will continue until it is dissolved in accordance with the Partnership Agreement. The Limited Partnership will be dissolved on the earliest of (i) the end of the fiscal period in which all of the property and assets of the Partnership has been disposed of and all warranty periods in respect of the Project have expired; and (ii) April 30, 2060 or such later date as may be determined by the General Partner.
- 5. **Contributions by Limited Partners.** The aggregate amount of cash and the nature and fair value of any other property to be contributed by all of the limited partners is as follows:
 - (a) Initial Capital Contributions:
 - (i) The Initial Limited Partners subscribed for 45 Class A Units, 45 Class B Units and 10 Class C Units, respectively, forthwith after formation of the Partnership and contributed the amount of \$100 to the capital of the Partnership in respect of such Class A Units, Class B Units and Class C Units at the time for payment set out in such subscription.
 - (b) A contribution of \$1.00 in cash to the capital of the Partnership is required in respect of each Class A Unit issued pursuant to the Partnership Agreement and such amount is to be paid at the time of subscription or at such other time or times as may be determined by the General Partner.
 - (c) A contribution of \$1.00 in cash to the capital of the Partnership is required in respect of each Class B Unit issued pursuant to the Partnership Agreement and such amount is to be paid at the time of subscription or at such other time or times as may be determined by the General Partner.
 - (d) A contribution of \$1.00 in cash to the capital of the Partnership is required in respect of each Class C Unit issued pursuant to the Partnership Agreement and such amount is to be paid at the time of subscription or at such other time or times as may be determined by the General Partner.
 - (e) No Limited Partner will have any obligation to make any contribution to the capital of the Partnership other than as provided in the provisions described in subsections 5(a) or 6(a).
- 6. **Additional Contributions by Limited Partners.**
 - (a) Each Limited Partner will advance additional funds to the Partnership (either by way of capital contributions or partner loans), and no additional Limited Partner Units will be issued, up to a maximum aggregate amount of \$34,772,309 by Limited Partner 1, up to a maximum aggregate amount of \$58,775,892 by Limited Partner 2 and up to a maximum aggregate amount of \$10,785,380 by Limited Partner 3, all as and when required by the General Partner from time to time. As of the date hereof, Limited Partner 1 has contributed by way of capital contributions the aggregate amount of \$10,274,804 and by way of partner loans the aggregate amount of \$24,497,505, Limited Partner 2 has contributed by way of capital contributions the aggregate amount of \$7,278,386 and by way of partner loans the aggregate amount \$51,497,506 and Limited Partner 3 has

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contributed by way of capital contributions the aggregate amount of \$2,341,490 and by way of partner loans the aggregate amount of \$8,443,890.

- (b) Provided that the Limited Partners have advanced the funds described in section 6(a) above, if the General Partner determines that additional funds are required for the Project, which cannot be obtained from Financing or other sources (herein referred to as the **"Funding Shortfall Funds"**), then the General Partner will be entitled to give written notice (the **"Funding Shortfall Funds Notice"**) thereof to the Limited Partners setting out the amount of the Funding Shortfall Funds. On or before that day which is 15 days after the delivery of a Funding Shortfall Funds Notice, each Limited Partner will have the right, but not the obligation, to lend to the Partnership its pro rata share of the Funding Shortfall Funds (based on the number of Units held by each such Limited Partner), in accordance with the following provisions:
 - (i) all such funds advanced by a Limited Partner will be called a **"Funding Shortfall Loan"**;
 - (ii) each Funding Shortfall Loan will bear interest at a rate equal to 15% per annum, calculated and compounded monthly in arrears on the last day of each month; and
 - (iii) each Funding Shortfall Loan and interest payable thereon will be repayable in accordance with subsection 6.2(c) of the Partnership Agreement.
- (c) If and so often as a Limited Partner chooses not to advance all of the loan funds requested to be advanced by it pursuant to subsection 6(a) above within the time limited therein (such Limited Partner being called a **"Non Contributing Limited Partner"** and collectively, the **"Non Contributing Limited Partners"**), each other Limited Partner (each such Limited Partner being called a **"Contributing Limited Partner"**) will have the right, but not the obligation, to lend to the Partnership its pro rata share (based on the number of Units held by each Contributing Limited Partner) of the loan funds requested to be contributed by the Non Contributing Limited Partners, to the extent not advanced by the Non Contributing Limited Partners, in accordance with the following provisions:
 - (i) all such funds advanced by a Contributing Limited Partner will be called an **"Additional Funding Shortfall Loan"**;
 - (ii) each Additional Funding Shortfall Loan will bear interest at a rate equal to 15% per annum, calculated and compounded monthly in arrears on the last day of each month; and
 - (iii) each Additional Funding Shortfall Loan and the interest payable thereon will be payable in accordance with subsection 6.2(c) of the Partnership Agreement,

and so on until either the entire amount of the Funding Shortfall Funds has been loaned to the Partnership or no Limited Partner wishes to loan any further portion of the Funding Shortfall Funds to the Partnership.

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(d) Partner Loans.

- (i) Pursuant to Section 5.13 of the Partnership Agreement, any Limited Partner (or Associates of the respective Limited Partners, as the case may be), may advance to the Limited Partnership a loan which may be required by Limited Partnership as determined by the General Partner. For clarity, such loan does not include any Shortfall Loan as described above.

7. **Entitlement to Profits or Other Compensation.** The basis on which Limited Partners are to be entitled to share profits or receive other compensation by way of income on their contributions is as follows:

(a) Net Income for each Fiscal Year will be allocated as at the end of such fiscal period as follows:

- (i) first, to the General Partner to the extent of any losses previously allocated to the General Partner pursuant to subsection 6.1(b) of the Partnership Agreement, less the cumulative amount of all previous income allocations made to the General Partner in prior years under paragraph 6.1(a)(i) of the Partnership Agreement;
- (ii) second, pro-rata to the Limited Partners to the extent of any losses previously allocated to each such Limited Partner pursuant to subsection 6.1(b) of the Partnership Agreement, less the cumulative amount of all previous income allocations to each such Limited Partner in prior years under paragraph 6.1(a)(ii) of the Partnership Agreement;
- (iii) third, to the Limited Partners, on a pari passu and pro rata basis, the Guarantee Allocation, if any, of each Limited Partner;
- (iv) fourth, to Limited Partner 3, its Preferred Return less any allocations made on account of its Preferred Return in any prior fiscal period;
- (v) fifth, to Limited Partner 1 and Limited Partner 2, pari passu and pro rata, their respective Preferred Return less any allocations made on account of their respective Preferred Return in any prior fiscal period;
- (vi) sixth, to the Limited Partners, pro rata and pari passu:
 - A. the Land Lift Allocation in the following proportions:
 - a) 50% to Limited Partner 1
 - b) 50% to Limited Partner 2;
 - B. the Density Lift Allocation in the following proportions:
 - a) 40% to Limited Partner 1
 - b) 40% to Limited Partner 2

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- c) 20% to Limited Partner 3
 - C. the Deferred Gain in the following proportions:
 - a) 50% to Limited Partner 1
 - b) 50% to Limited Partner 2; and
- (vii) as to the remaining balance thereof, as follows:
 - A. 0.01% to the General Partner; and
 - B. 99.99% to the Limited Partners in the following proportions:
 - a) 42.495% to Limited Partner 1
 - b) 42.495% to Limited Partner 2
 - c) 15% to Limited Partner 3.
- (b) Available Cash will be distributed amongst the Partners following completion of construction of the Project and repayment of all Financing, excluding Partner Loans, at such times as the General Partner considers prudent taking into account anticipated development costs and Reserves. Available Cash will be distributed on the following basis:
 - (i) first, to the Limited Partners, on a *pari-passu* and *pro-rata* basis, until such time as the Limited Partners have been repaid in full for all amounts that they have been required to pay out in respect of any guarantees or collateral security provided by them in respect of the Project under section 6.12 of the Partnership Agreement, to the extent not released directly to such Limited Partner by the holder of such guarantees or collateral security (provided that, with respect to any guarantee or collateral security given by a party caused by a Limited Partner to give such guarantee pursuant to section 6.12 of the Partnership Agreement, the payment made pursuant to section 6.2(a) of the Partnership Agreement will be made to such party rather than to such Limited Partner);
 - (ii) second, to the Limited Partners, on a *pari-passu* and *pro-rata* basis in accordance with their respective Guarantee Allocation, if any;
 - (iii) third, to the Limited Partners, on a *pari-passu* and *pro-rata* basis in accordance with their respective Shortfall Loans, until full repayment of all outstanding Shortfall Loans including accrued interest thereon at 15% per annum, compounded monthly in arrears, first as to interest and second as to principal, with later Shortfall Loans having priority over earlier Shortfall Loans;
 - (iv) fourth, to the Limited Partners (or in respect of any Partner Loan made by an Associate of a Limited Partner, to such Associate), on a *pari-passu* and *pro-rata* basis in proportion to their respective Net Contributions

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(which amounts will be applied firstly to Partner Loans and secondly to Total Capital Contributions), until such time as they have received the return of their Total Capital Contributions and Partner Loans;

- (v) fifth, to Limited Partner 3, its Preferred Return less any allocations made on account of its Preferred Return in any prior fiscal period;
- (vi) sixth, to Limited Partner 1 and Limited Partner 2, *pari passu* and *pro rata*, their respective Preferred Return less any allocations made on account of their respective Preferred Return in any prior fiscal period;
- (vii) seventh, to the Limited Partners, *pro rata* and *pari passu*:
 - A. the Land Lift Allocation in the following proportions:
 - a) 50% to Limited Partner 1;
 - b) 50% to Limited Partner 2;
 - B. the Density Lift Allocation in the following proportions:
 - a) 40% to Limited Partner 1;
 - b) 40% to Limited Partner 2;
 - c) 20% to Limited Partner 3;
 - C. the Deferred Gain as determined with reference to section 6.1 of the Partnership Agreement in the following proportions:
 - a) 50% to Limited Partner 1;
 - b) 50% to Limited Partner 2; and
- (viii) as to the remaining balance thereof as follows:
 - A. 0.01% to the General Partner; and
 - B. 99.99% to the Limited Partners in the following proportions:
 - a) 42.495% to Limited Partner 1;
 - b) 42.495% to Limited Partner 2;
 - c) 15% to Limited Partner 3,

provided that, immediately after giving effect thereto, there will be, in the opinion of the General Partner, sufficient property of the Partnership to pay all liabilities of the Partnership.

- (c) Instead of the General Partner causing the Partnership to make a distribution of Available Cash pursuant to the provision described in section 6.2 of the

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Partnership Agreement, the Limited Partners, acting together, may instruct the General Partner to cause the Partnership to make an advance to each Limited Partner, by way of loan, in amount equal to the Available Cash such Limited Partner would have been entitled to had the General Partner caused the Partnership to make such distribution. The General Partner hereby agrees to implement any such instructions received from the Limited Partners. Each such advance to a Limited Partner will be unsecured, non-interest bearing and will be repayable on demand given by the General Partner on behalf of the Partnership at any time after the end of the fiscal year of the Partnership in which such advance is made, or failing demand, by setting off and applying future distributions to such Limited Partner pursuant to section 6.2 of the Partnership Agreement against the repayment of such advance, dollar for dollar, to the greatest extent possible. Any distributions subsequently allocated to a Limited Partner which are set off against amounts advanced to such Limited Partner pursuant to section 6.10 of the Partnership Agreement will not be considered to be a distribution received by such Limited Partner for the purposes of the allocation of Net Income and Net Loss pursuant to section 6.1 of the Partnership Agreement.

8. **Return of Contributions:** The times when the contributions of Limited Partners are to be returned are as follows:
 - (a) Except as set out in the Partnership Agreement, no Partner will have any right to demand any return of capital or to withdraw any amount or receive any distribution from the Partnership and no distribution to any Partner will be deemed a return or withdrawal of capital.
 - (b) Subject to section 9.5 of the Partnership Agreement, the General Partner may, in its discretion, at any time distribute Available Cash to the Partners in such amounts as the General Partner may determine, as a return of capital, pro rata and *pari passu* in accordance with the Net Contributions of each Limited Partner at such time, to the extent that, immediately after giving effect thereto, there will remain sufficient property of the Partnership to pay all liabilities of the Partnership.
 - (c) Upon the dissolution of the Limited Partnership or the sale of the Project as a whole, the assets of the Limited Partnership shall be liquidated and all proceeds thereof collected by the General Partner then all such proceeds shall be distributed as follows:
 - (i) to pay any costs involved in the sale of the assets and to pay all amounts required to discharge any mortgages or encumbrances registered against the Project or any other Partnership assets;
 - (ii) to pay all expenses incurred in the winding-up of the Limited Partnership;
 - (iii) to pay all of the liabilities of the Limited Partnership including amounts owing to the General Partner in respect of costs and expenses owing to it pursuant to the Partnership Agreement, in the manner required by law;
 - (iv) to establish such reserves as the General Partner considers necessary for contingent liabilities; and

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- (v) to distribute any balance then remaining to the Partners in accordance with the provision described in subsection 6.2 of the Partnership Agreement.

9. **Assignment of Limited Partner Units.** The right of a Limited Partner to substitute an assignee as contributor in its place, and the terms and conditions of the substitution, is as follows:

- (a) A Limited Partner shall not assign, transfer or otherwise dispose of any of its Limited Partner Units except in accordance with the provisions set forth in the Partnership Agreement and described herein.
- (b) No Limited Partner may assign, transfer or otherwise dispose of (including by way of amalgamation) or otherwise encumber (directly or indirectly) its Limited Partner Units in the Partnership (herein referred to as its "**Partnership Interest**"), in whole or in part, or enter into any agreement to do so (each such disposition or agreement herein being called a "Disposition" and the Person to or in favour of whom the Disposition is made being called a "**Transferee**"), and any attempt to do so will be void, unless: (i) such Limited Partner has obtained the prior consent of the General Partner (which consent may be unreasonably and arbitrarily withheld) in respect of such Disposition; (ii) such Disposition would be permitted by the provisions of section 1.2 of Schedule C of the Partnership Agreement in respect of such Disposition; (iii) the provisions of section 1.3 of Schedule C of the Partnership Agreement are complied with in respect of such Disposition; and (iv) in respect of any Limited Partner Units forming a part of such Partnership Interest, the provisions of section 1.6 of Schedule C of the Partnership Agreement are complied with in respect of such Disposition (unless such Disposition is made in accordance with section 1.5 of Schedule C of the Partnership Agreement). For purposes of section 1.1 of Schedule C of the Partnership Agreement, any Change of Control of any corporate Limited Partner will be deemed to be a Disposition by such Limited Partner.
- (c) Any Limited Partner who proposes to sell any of the Limited Partner Units that the Limited Partner owns must comply with the applicable terms and conditions of the Partnership Agreement, which include, without limitation, a right of first offer in favour of the General Partner and the other Limited Partners and a procedure for the sale of such Limited Partner Units.
- (d) Where a person becomes entitled to a Limited Partner Unit on the death, mental incompetence, bankruptcy or insolvency of a Limited Partner, or otherwise by operation of law, such entitlement will not be recognized or entered in the Register and such person will not become a Partner except with the written consent of the General Partner (which consent the General Partner will be entitled to withhold in its sole discretion). The only right of such person will be to receive the allocations, distributions (including any return of capital) and advances pursuant to section 6.11 of the Partnership Agreement to which such Limited Partner would otherwise be entitled under the Partnership Agreement in respect of such Limited Partner Unit and such person will not be entitled to receive interest on such Limited Partner's Capital or share of the other property and assets of the Partnership. Notwithstanding the renunciation by a Limited Partner of any interest in the profits or other compensation by way of income from the business of the Partnership, such Limited Partner will only be entitled to

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a return of capital at the times and in the amounts provided for in the Partnership Agreement and such Limited Partner will not be entitled to receive interest on the amount of such Limited Partner's Capital or share of the other property and assets of the Partnership.

- (e) When, pursuant to the provisions of the Partnership Agreement, any Limited Partner Units are assigned the General Partner will record such assignment by amending the Register to show the date of the assignment and the name of the assignee as a limited partner of the Partnership in respect of such Limited Partner Units and deliver to the assignee a unit certificate in the name of the assignee specifying the number and class of Limited Partner Units assigned, and the General Partner will be authorized to admit the assignee to the Partnership as a limited partner in respect of such Limited Partner Units and the Limited Partners consent to the admission of the assignee to the Partnership as a limited partner in respect of such Limited Partner Units without further consent or action of any Limited Partner. No assignment of a Limited Partner Unit will be effective unless such assignment is recorded on the Register.

10. **Right to Admit Additional Limited Partners.** The right to admit additional Limited Partners is as follows:

- (a) The General Partner may subscribe for and acquire Limited Partner Units or purchase Limited Partner Units and will be entered on the Register as a Limited Partner in respect of the number and class of Limited Partner Units held by the General Partner from time to time and will be entitled to a unit certificate specifying such number and class of Limited Partner Units.
- (b) Subject to section 7.13 of the Partnership Agreement, in addition to the issuance of Class A Units, Class B Units and Class C Units contemplated in section 5.3 of the Partnership Agreement, the General Partner may raise capital for the Partnership by a private offering of Class A Units, Class B Units or Class C Units or Limited Partner Units of any other class to any person and may determine the terms and conditions of any such offering and may do all things in that regard (including preparing and filing a preliminary prospectus, a prospectus or an offering memorandum and such other documents as may be necessary or advisable, paying costs and expenses related to such offering and entering into agreements with any person providing for a commission or fee, or reimbursement of costs and expenses, in respect of such offering), and all things done by the General Partner in that regard are hereby ratified and confirmed. The admission of additional limited partners to the Partnership will only be exercisable by Unanimous Resolution of the Limited Partners, provided that, subject to due diligence review and prior written approval of Limited Partner 3, acting reasonably, a Unanimous Resolution is not required if the admission of additional limited partners or the issuance of additional interests in the Partnership is in connection with funding a Shortfall Funds as contemplated in section 6.9 of the Partnership Agreement.
- (c) The General Partner is authorized, subject to section 7.13 of the Partnership Agreement and the receipt of a subscription form as provided for in the Partnership Agreement, to admit subscribers for Limited Partner Units to the Partnership as limited partners in respect of Limited Partner Units subscribed for by each and the limited partners consent to the admission of such persons to the

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Partnership as limited partners in respect of such Limited Partner Units without further consent or action of any Limited Partner.

11. **Right of General Partner to Continue the Business of the Limited Partnership.** The right of a remaining general partner to continue the business on the bankruptcy, death, retirement, mental incompetence or dissolution of a general partner is as follows:
 - (a) In the event of the bankruptcy, dissolution, retirement or removal of the General Partner after the admission of a substituted general partner of the Partnership, the business of the Partnership will be continued by the substituted general partner.
 - (b) The Partnership will not be dissolved or terminated by the bankruptcy, retirement, death, mental incompetence, dissolution, removal, insolvency, liquidation, winding up, receivership, reorganization, admission or retirement of, or an assignment for the benefit of creditors by, any Partner, except that the Partnership will be dissolved by the bankruptcy or dissolution of the General Partner unless there is a substituted general partner of the Partnership to continue the business of the Partnership, but a bankrupt General Partner will not be entitled to exercise the powers and authority of the General Partner.
 - (c) The General Partner is authorized to admit, at any time and from time to time, one or more persons (whether or not such persons are Affiliates of the General Partner) to the Partnership as additional general partners (each an "**additional General Partner**") of the Partnership if the additional General Partner agrees to become a party to the Partnership Agreement and agrees to be bound by all of the provisions thereof and to assume the obligations, duties and liabilities of the General Partner under the Partnership Agreement as and from the date the additional General Partner becomes a party to the Partnership Agreement. The General Partner is authorized to issue a new unit certificate in respect of General Partner Units issued to such additional General Partner, and to amend the Partnership Agreement, this Certificate and the Register to reflect the admission of any such additional General Partner, all without further consent or authorization of any Limited Partner.
12. **Right to Demand Property.** The right of a Limited Partner to demand and receive property other than cash in return for his contribution is as follows:
 - (a) No Partner will have the right to demand or receive a return of capital in form other than cash, but nothing in the Partnership Agreement will prohibit a return of capital in a form other than cash.
13. **Greater Limited Partner Rights.** The extent to which one or more of the Limited Partners has greater rights than the others is as follows:
 - (a) Each of a specified Affiliate of Limited Partner 3 ("**LP3 Affiliate**") (or an Affiliate of LP3 Affiliate) on the one part and Limited Partner 1 and Limited Partner 2 (or their Affiliate) together as the other part will have the option to purchase up to a 50% interest in the Retail and Commercial Component, excluding office density, for a purchase price to be determined as follows:

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- (i) A capitalization rate for the Retail and Commercial Component will be determined once 90% (or more) of the Retail and Commercial Component has been leased based on rates set out in the Partnership Agreement.
 - (ii) The purchase price for the Retail and Commercial Component will be [1] Net Operating Income of the Retail and Commercial Component *divided by* [2] Capitalization Rate (as determine in (i) above), *with the result being multiplied by* [3] % interest being purchased.
 - (b) Each of LP3 Affiliate (or an Affiliate of LP3 Affiliate) on the one part, and Limited Partner 1 and Limited Partner 2 (or their Affiliate) together as the other part, will have the option to purchase the remaining interest in the Retail and Commercial Component that is not purchased by the other party for the same purchase price as determined above. The option to purchase must be exercised on the terms set out in the Partnership Agreement.
 - (c) If a Manager Event of Default occurs, and such Manager Event of Default is not cured or remedied in accordance with the terms of the applicable agreement, then Limited Partner 1 and Limited Partner 2 will have the option to purchase all of Limited Partner 3's Limited Partner Units and Limited Partner 3's or its Associate's Net Contribution ("Limited Partner 3's Partnership Interest") at a valuation of 80% of Limited Partner 3's Net Contributions (the "**Discounted Valuation**").
 - (d) For further clarity, the foregoing option shall be in addition to any other remedies available under the Construction Management Agreement, the Development Management Agreement and the Shareholders' Agreement. If Limited Partner 1 and Limited Partner 2 elect to exercise the foregoing option, the damages suffered by the Partnership, Limited Partner 1 and Limited Partner 2 in connection with a Manager Event of Default exceed the difference between the Discounted Valuation and Limited Partner 3's Net Contributions then LP3 Affiliate will remain liable to the Partnership, Limited Partner 1 and Limited Partner 2 for such excess amount.
14. **Admission or Retirement of General Partner.** The right of the Limited Partners or any of them to admit an additional general partner to the Limited Partnership or to permit or require a general partner to retire from the Limited Partnership is as follows:
- (a) The General Partner may not retire except with the consent of the Limited Partners by Unanimous Resolution after the admission of a substituted general partner of the Partnership by the Limited Partners by Unanimous Resolution.
 - (b) The General Partner may assign, transfer or otherwise dispose of all of its General Partner Units, without the necessity of obtaining the consent or authorization of any Limited Partner, if such assignment, transfer or disposition (i) is to an Affiliate of the General Partner, (ii) consists of or results from an amalgamation, consolidation, merger or other corporate reorganization of the General Partner or (iii) is to a bona fide arm's length person.

- 12 -

- (c) The General Partner may be removed by the Limited Partners by Unanimous Resolution after the admission of a substituted general partner of the Partnership by Unanimous Resolution.

15. Definitions.

The headings of this Certificate are inserted for convenience and identification only and are in no way intended to have any bearing upon the interpretation of the remainder of the Certificate. Capitalized terms not defined herein shall have the meaning ascribed thereto in the Partnership Agreement.

This Certificate is hereby executed and certified as correct this 9th day of April, 2024, at Vancouver, British Columbia by the General Partner.

HARO AND THURLOW GP LTD.

DocuSigned by:
Per: Don S. Forsgren
2CEA6B0234AD462
Authorized Signatory

This is Exhibit "E" referred to in the affidavit of Yiota Petrakis sworn before me at Vancouver, British Columbia this 16th day of August, 2024.



A Commissioner for taking Affidavits
for British Columbia

MARTIN E. B. GREYELL
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-4187



Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trademark Agents
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5 Canada
Tel: 604-631-3300 Fax: 604-631-3309

Claire Hildebrand

Associate

Dir: 604-631-3331

claire.hildebrand@blakes.com

July 10, 2024

VIA E-MAIL

Reference: 00038358/000105

DLA Piper (Canada) LLP
Suite 2700 – 1133 Melville Street
Vancouver, BC V6E 4E5

Attention: Colin Brousson

**RE: *Bank of Montreal v. Haro-Thurlow Street Project Limited Partnership et al.,*
SCBC Vancouver Action No. H230802**

RE: Statutory Declaration

Dear Sir:

As you are aware, we are counsel to Deloitte Restructuring Inc. ("**Deloitte**") in its capacity as Court appointed Receiver of Harlow Holdings Ltd., Haro-Thurlow Street Project Limited Partnership, and Haro and Thurlow GP Ltd.

We understand you are counsel to Terrapoint Developments Ltd. ("**Terrapoint**"), a limited partner and 10% owner of Haro-Thurlow Street Project Limited Partnership. We understand that Terrapoint is one of three limited partners who beneficially own the Thurlow street property (the "**Property**"), along with 1104227 B.C. Ltd. and Forseed Haro Holdings Ltd. If this is incorrect, please advise.

As you are also aware, pursuant to the Receivership Order granted January 11, 2024, Deloitte has conducted a sales process with respect to the Property. That sales process has resulted in the execution of a Purchase and Sale Agreement (the "**PSA**") with Chard Development Ltd. (the "**Purchaser**").

In order to ensure that the Purchaser is not required to withhold up to 50% of the purchase price payable under the PSA pursuant to section 116 of the *Income Tax Act* (the "**ITA**"), the PSA requires that Harlow Holdings, Haro and Thurlow GP Ltd. and each of the partners of Haro-Thurlow Street Project Limited Partnership execute statutory declarations confirming their ownership interest in the Property and they are not a "non-resident" for the purposes of section 116 of the ITA. Executions of such statutory declarations by the legal and beneficial owners of property for the purposes of section 116 of the ITA are customary in real estate transactions.

1411-2028-4941.1



We understand the following:

- (a) Terrapoint is a corporation incorporated in Canada after April 26, 1965, meaning it is deemed to be resident in Canada pursuant to section 250(4) of the ITA;
- (b) In the Partnership Agreement dated August 31, 2018, each limited partner represented and warranted that it was not and would not be a “non-resident person” within the meaning of the ITA; and
- (c) In a Declaration of Tax Residence for Entities dated September 28, 2018, provided to the Bank of Montreal, Haro-Thurlow Street Project Limited Partnership stated that it was a tax resident of Canada.

We therefore enclose a form of statutory declaration to be executed by Terrapoint.

We understand that Terrapoint is not itself a limited partnership. However, if that is incorrect, please advise and we will provide a revised form of statutory declaration.

We look forward to receipt of the enclosed statutory declaration, which we ask be provided to our office by July 19, 2024.

We are happy to discuss the foregoing if it would be of assistance to you.

Yours truly,

Claire Hildebrand

c: Peter Rubin, *Blake, Cassels & Graydon LLP*
Jeff Keeble and Jordan Yin, *Deloitte Restructuring Inc.*



Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trademark Agents
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5 Canada
Tel: 604-631-3300 Fax: 604-631-3309

Claire Hildebrand

Associate

Dir: 604-631-3331

claire.hildebrand@blakes.com

July 26, 2024

VIA E-MAIL

Reference: 00038358/000105

DLA Piper (Canada) LLP
Suite 2700 – 1133 Melville Street
Vancouver, BC V6E 4E5

Attention: Colin Brousson

**RE: *Bank of Montreal v. Haro-Thurlow Street Project Limited Partnership et al.,*
SCBC Vancouver Action No. H230802**

RE: Statutory Declaration

Dear Sir:

We write to follow up on our correspondence of July 10, 2024. We ask that you provide us with the executed statutory declaration at your earliest convenience, and in any event by no later than August 2, 2024. If your client is unwilling to execute these statutory declarations, please advise.

Yours truly,

Claire Hildebrand

c: Peter Rubin, *Blake, Cassels & Graydon LLP*
Jeff Keeble and Jordan Yin, *Deloitte Restructuring Inc.*

1415-1692-2125.1

TORONTO

CALGARY

VANCOUVER

MONTRÉAL

OTTAWA

NEW YORK

LONDON

Blake, Cassels & Graydon LLP | blakes.com

This is Exhibit "**F**" referred to in the affidavit of Yiota Petrakis sworn before me at Vancouver, British Columbia this 16th day of August, 2024.



A Commissioner for taking Affidavits
for British Columbia

MARTIN E. B. GREYELL
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-4187



Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trademark Agents
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5 Canada
Tel: 604-631-3300 Fax: 604-631-3309

Claire Hildebrand

Associate

Dir: 604-631-3331

claire.hildebrand@blakes.com

July 10, 2024

VIA E-MAIL

Reference: 00038358/000105

McCarthy Tetrault
Suite 2400, 745 Thurlow Street
Vancouver, BC V6E 0C5

Attention: Pavan Jawanda and Sean Collins

**RE: *Bank of Montreal v. Haro-Thurlow Street Project Limited Partnership et al.*,
SCBC Vancouver Action No. H230802**

RE: Statutory Declarations

Dear Sirs:

We are counsel to Deloitte Restructuring Inc. ("**Deloitte**") in its capacity as Court appointed Receiver of Harlow Holdings Ltd., Haro-Thurlow Street Project Limited Partnership, and Haro and Thurlow GP Ltd.

We understand you are counsel to 1104227 B.C. Ltd ("**110**") (formerly Haro and Thurlow Acquisition Corp.), which is indirectly owned by Mr. Kang Yu Zou. 110 is a limited partner and 45% owner of Haro-Thurlow Street Project Limited Partnership. We understand that 110 is one of three limited partners who beneficially own the Thurlow street property (the "**Property**"), along with Forseed Haro Holdings Ltd. and Terrapoint Developments Ltd. If this is incorrect, please advise.

As you may be aware, pursuant to the Receivership Order granted January 11, 2024, Deloitte has conducted a sales process with respect to the Property. That sales process has resulted in the execution of a Purchase and Sale Agreement (the "**PSA**") with Chard Development Ltd. (the "**Purchaser**").

In order to ensure that the Purchaser is not required to withhold up to 50% of the purchase price payable under the PSA pursuant to section 116 of the *Income Tax Act* (the "**ITA**"), the PSA requires that Harlow Holdings, Haro and Thurlow GP Ltd. and each of the partners of Haro-Thurlow Street Project Limited Partnership execute statutory declarations confirming their ownership interest in the Property and they are not a "non-resident" for the purposes of section 116 of the ITA. Executions of such statutory declarations by the legal and beneficial owners of property for the purposes of section 116 of the ITA are customary in real estate transactions.

1394-4243-2269.1



We understand the following:

- (a) 110 is a corporation incorporated in British Columbia after April 26, 1965, meaning it is deemed to be resident in Canada pursuant to section 250(4) of the ITA;
- (b) In the Partnership Agreement dated August 31, 2018 (the "**Partnership Agreement**") each limited partner represented and warranted that it was not and would not be a "non-resident person" within the meaning of the ITA;
- (c) In the Partnership Agreement, the general partner, Haro and Thurlow GP Ltd. represented and warranted that it was not and would not be a "non-resident person" within the meaning of the ITA;
- (d) In a Declaration of Tax Residence for Entities dated September 28, 2018, provided to the Bank of Montreal, Haro-Thurlow Street Project Limited Partnership stated that it was a tax resident of Canada; and
- (e) In the Ownership Attestation dated November 22, 2019, provided to the Bank of Montreal, 110 is listed as a partial beneficial owner of the Property.

We therefore enclose a form of statutory declaration to be executed by 110.

We understand that 110 is not itself a limited partnership. However, if that is incorrect, please advise and we will provide a revised form of statutory declaration.

We also enclose forms of statutory declarations by Harlow Holdings Ltd. and Haro and Thurlow GP Ltd. We understand Mr. Zou is the sole director of Haro Holdings Ltd. Mr. Zou is also a director of Haro and Thurlow GP LTD. We ask that Mr. Zou also execute these statutory declarations on behalf of Harlow Holdings Ltd. and Haro and Thurlow GP Ltd.

We look forward to receipt of the enclosed statutory declarations, which we ask be provided to our office by July 19, 2024.

We are happy to discuss the foregoing if it would be of assistance to you.

Yours truly,

Claire Hildebrand

c: Peter Rubin, *Blake, Cassels & Graydon LLP*
 Jeff Keeble and Jordan Yin, *Deloitte Restructuring Inc.*



Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trademark Agents
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5 Canada
Tel: 604-631-3300 Fax: 604-631-3309

Claire Hildebrand

Associate

Dir: 604-631-3331

claire.hildebrand@blakes.com

July 26, 2024

VIA E-MAIL

Reference: 00038358/000105

McCarthy Tetrault
Suite 2400, 745 Thurlow Street
Vancouver, BC V6E 0C5

Attention: Pavan Jawanda and Sean Collins

**RE: *Bank of Montreal v. Haro-Thurlow Street Project Limited Partnership et al.,*
SCBC Vancouver Action No. H230802**

RE: Statutory Declarations

Dear Sirs:

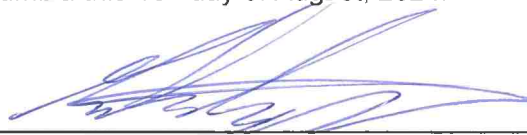
We write to follow up on our correspondence of July 10, 2024. We ask that you provide us with the executed statutory declarations at your earliest convenience, and in any event by no later than August 2nd, 2024. If your clients are unwilling to execute these statutory declarations, please advise.

Yours truly,

Claire Hildebrand

c: Peter Rubin, *Blake, Cassels & Graydon LLP*
Jeff Keeble and Jordan Yin, *Deloitte Restructuring Inc.*

This is Exhibit "G" referred to in the affidavit of Yiota Petrakis sworn before me at Vancouver, British Columbia this 16th day of August, 2024.



A Commissioner for taking Affidavits
for British Columbia

MARTIN E. B. GREYELL
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-4187



Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trademark Agents
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5 Canada
Tel: 604-631-3300 Fax: 604-631-3309

Claire Hildebrand

Associate

Dir: 604-631-3331

claire.hildebrand@blakes.com

July 10, 2024

VIA E-MAIL

Reference: 00038358/000105

Lawson Lundell
Suite 1600 Cathedral Place
925 W. Georgia Street
Vancouver, BC V6C 3L2

Attention: Will Roberts

**RE: *Bank of Montreal v. Haro-Thurlow Street Project Limited Partnership et al.,*
SCBC Vancouver Action No. H230802**

RE: Statutory Declaration

Dear Sir:

We are counsel to Deloitte Restructuring Inc. ("**Deloitte**") in its capacity as Court appointed Receiver of Harlow Holdings Ltd., Haro-Thurlow Street Project Limited Partnership, and Haro and Thurlow GP Ltd.

We understand you are counsel to Foreseed Haro Holdings Ltd. ("**Foreseed**"), a limited partner and 45% owner of Haro-Thurlow Street Project Limited Partnership. We understand that Foreseed is one of three limited partners who beneficially own the Thurlow street property (the "**Property**"), along with 1104227 B.C. Ltd. and Terrapoint Developments Ltd. If this is incorrect, please advise.

As you may also be aware, Deloitte has conducted a sales process with respect to the Property. That sales process has resulted in the execution of a Purchase and Sale Agreement (the "**PSA**") with Chard Development Ltd. (the "**Purchaser**").

In order to ensure that the Purchaser is not required to withhold up to 50% of the purchase price payable under the PSA pursuant to section 116 of the *Income Tax Act* (the "**ITA**"), the PSA requires that Harlow Holdings, Haro and Thurlow GP Ltd. and each of the partners of Haro-Thurlow Street Project Limited Partnership execute statutory declarations confirming their ownership interest in the Property and they are not a "non-resident" for the purposes of section 116 of the ITA. Executions of such statutory declarations by the legal and beneficial owners of property for the purposes of section 116 of the ITA are customary in real estate transactions.

1384-5264-2061.1



We understand the following:

- (a) Forseed is a corporation incorporated in British Columbia after April 26, 1965, meaning it is deemed to be resident in Canada pursuant to section 250(4) of the ITA;
- (b) In the Partnership Agreement dated August 31, 2018, each limited partner represented and warranted that it was not and would not be a “non-resident person” within the meaning of the ITA;
- (c) In a Declaration of Tax Residence for Entities dated September 28, 2018, Haro-Thurlow Street Project Limited Partnership stated that it was a tax resident of Canada; and
- (d) In the Ownership Attestation dated November 22, 2019 provided to the Bank of Montreal, Foreseed is listed as a partial beneficial owner of the Property

We therefore enclose a form of statutory declaration to be executed by Forseed.

We understand that Forseed is not itself a limited partnership. However, if that is incorrect, please advise and we will provide a revised form of statutory declaration.

We look forward to receipt of the enclosed statutory declaration, which we ask be provided to our office by July 19, 2024.

Yours truly,

Claire Hildebrand

c: Peter Rubin, *Blake, Cassels & Graydon LLP*
 Jeff Keeble and Jordan Yin, *Deloitte Restructuring Inc.*



Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trademark Agents
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5 Canada
Tel: 604-631-3300 Fax: 604-631-3309

Claire Hildebrand

Associate

Dir: 604-631-3331

claire.hildebrand@blakes.com

July 26, 2024

VIA E-MAIL

Reference: 00038358/000105

Lawson Lundell
Suite 1600 Cathedral Place
925 W. Georgia Street
Vancouver, BC V6C 3L2

Attention: Will Roberts

**RE: *Bank of Montreal v. Haro-Thurlow Street Project Limited Partnership et al.,*
SCBC Vancouver Action No. H230802**

RE: Statutory Declaration

Dear Sir:

We write to follow up on our correspondence of July 10, 2024. We ask that you provide us with the executed statutory declaration at your earliest convenience, and in any event by no later than August 2, 2024. If your client is unwilling to execute this statutory declaration, please advise.

Yours truly,

Claire Hildebrand

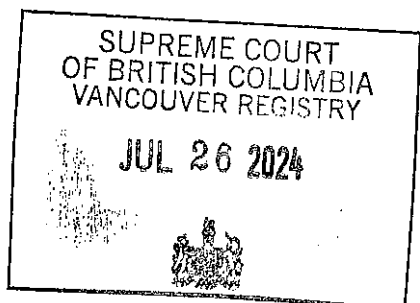
c: Peter Rubin, *Blake, Cassels & Graydon LLP*
Jeff Keeble and Jordan Yin, *Deloitte Restructuring Inc.*

This is Exhibit "**H**" referred to in the affidavit of Yiota Petrakis sworn before me at Vancouver, British Columbia this 16th day of August, 2024.



A Commissioner for taking Affidavits
for British Columbia

MARTIN E. B. GREYELL
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-4187



S-245022

NO.
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

FORSEED HARO HOLDINGS LTD. and
FORSEED GROUP HOLDING LTD.

PLAINTIFF

AND:

1104227 B.C. LTD.,
1115830 B.C. LTD., and
KANG YU CANNING ZOU aka KENNY ZOU

DEFENDANTS

NOTICE OF CIVIL CLAIM

This action has been started by the Plaintiff for the relief set out in Part 2 below.

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

- (a) file a Response to Civil Claim in Form 2 in the above-named registry of this court within the time for Response to Civil Claim described below, and
- (b) serve a copy of the filed Response to Civil Claim on the Plaintiff.

If you intend to make a Counterclaim, you or your lawyer must

- (a) file a Response to Civil Claim in Form 2 and a Counterclaim in Form 3 in the above-noted registry of this court within the time for Response to Civil Claim described below, and
- (b) serve a copy of the filed Response to Civil Claim and Counterclaim on the Plaintiff and on any new parties named in the Counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the Response to Civil Claim within the time for Response to Civil Claim described below.

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21422 5245022

200.00

Time for Response to Civil Claim

A Response to Civil Claim must be filed and served on the Plaintiff,

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

Part 1: STATEMENT OF FACTS

The Parties

1. The plaintiff, Forseed Haro Holdings Ltd. (**Forseed LP**) is a company duly incorporated under the laws of British Columbia with an address for service in these proceedings of 1600 – 925 West Georgia Street, Vancouver, BC.
2. The plaintiff, Forseed Group Holding Ltd. (**Forseed GP**) is a company duly incorporated under the laws of British Columbia with an address for service in these proceedings of 1600 – 925 West Georgia Street, Vancouver, BC.
3. Forseed LP and Forseed GP shall be referred to collectively as **Forseed**.
4. The defendant 1104227 B.C. Ltd. (**110**), formerly Haro and Thurlow Acquisition Corp., is a company duly incorporated under the laws of British Columbia with a registered and records office at 2900 – 550 Burrard Street, Vancouver, BC.
5. The defendant 1115830 B.C. Ltd. (**111**) is a company duly incorporated under the laws of British Columbia with a registered and records office at 2900 – 550 Burrard Street, Vancouver, BC.
6. The defendant Kang Yu Canning Zou, also known as Kenny Zou (**Mr. Zou**), is a businessperson based in British Columbia. Mr. Zou is the sole shareholder of 111. In turn, 111 is

the sole shareholder of 110. Mr. Zou is the sole director, officer and controlling mind of 111 and 110.

The Funding Misrepresentation

7. In or about March 2017, 110 (then known as Haro and Thurlow Acquisition Corp.) entered into a purchase and sale agreement for lands located at 1045 Haro Street, Vancouver, BC, V6E 3Z8 and legally described as:

PID: 030-552-265 Lot 1 Block 5 District Lot 185

Group 1 New Westminster District Plan EPP85244

(the **Property**).

8. The purpose of the acquisition of the Property was to construct a mixed-use development.

9. At all material times, Mr. Zou was the principal of 110. Mr. Zou, through 110, paid deposits of \$11.5 million to acquire the Property. The purchase price for the Property was \$164,750,000, exclusive of GST.

10. Mr. Zou required additional funding to acquire and develop the Property. If he could not acquire that financing, he would be at risk of losing the deposits.

11. In or about April 2018, Mr. Zou approached Yueping Liu (**Mr. Liu**), who is the principal of Forseed GP and Forseed LP, to seek investment in the acquisition and development of the Property.

12. Before deciding whether to invest, Mr. Liu was very concerned as to Mr. Zou's source of funds for the acquisition and development of the Property. Mr. Liu wanted to satisfy himself as to the *bona fides* of the funds and to be sure that Mr. Zou would have sufficient funds to meet future financial obligations.

13. Mr. Liu made specific inquiries of Mr. Zou as to the source of the funds that Mr. Zou and his companies would use to invest in the acquisition and development of the Property. In response, and at all material times, Mr. Zou represented that the source of the funds for all of

the investment, whether through 110 or 111, was his family's money (the **Funding Misrepresentation**).

14. Forseed reasonably relied on the Funding Misrepresentation in deciding to make an investment to acquire and develop the Property and to become a partner of the Limited Partnership (defined below).

15. The Funding Misrepresentation was false in fact. Mr. Zou did not obtain the funds from his family. Rather, he obtained the funds from GM International Holding Limited (**GMIH**).

16. Mr. Zou knew that his statement as to the source of the funds was false or, in the alternative, he was reckless as to the truth or falsity of the statement.

17. In the alternative, Mr. Zou acted negligently in making the Funding Misrepresentation. Mr. Zou owed a duty of care in the circumstances to exercise due care in making the Funding Misrepresentation, as Mr. Zou knew or ought to have known that Mr. Liu and the corporate vehicles associated with any investment he might authorize, including Forseed, would be relying on this statement in deciding whether to invest in the acquisition and development of the Property and whether to become a partner of the Limited Partnership.

18. Forseed has suffered and will continue to suffer loss, damage, and expense as a result of its reliance on the Funding Misrepresentation. But for Mr. Zou making the Funding Misrepresentation, Forseed never would have invested in the Property or acquired units in the Limited Partnership.

19. Further, or in the alternative, 110 and 111 are vicariously liable for the Funding Misrepresentation made by Mr. Zou as an officer and director of those companies.

The Limited Partnership Agreement

20. On or about August 31, 2018, Forseed LP, 110, and Terrapoint Developments Ltd. (**Terrapoint**) entered into a limited partnership agreement (the **LP Agreement**) in respect of the Haro – Thurlow Street Project Limited Partnership (the **Limited Partnership**).

21. On or about September 27, 2018, the certificate of limited partnership for the Limited Partnership was filed with the Registrar of Companies thereby forming the Limited Partnership.

22. In accordance with the LP Agreement, the unit holdings of the limited partners are as follows:

110	45 Class A units
Forseed LP	45 Class B units
Terrapoint	10 Class C units

23. The general partner of the Limited Partnership is Haro and Thurlow GP Ltd. (the **General Partner**).

24. The shareholders of the General Partner are Forseed GP, 111, and an affiliate of Terrapoint.

25. Section 3.3(f) of the LP Agreement provides that no limited partner is entitled to:

(f) [...] file or register or permit to be filed and registered or remain undischarged, against any of the property and assets of the Partnership, any Charge in respect of the interest of such Partner in the Partnership;

26. The LP Agreement defines "Charge" as:

any interest in any property, assets or undertaking, or the income or profits therefrom, securing an obligation owed to, or a claim by, a person other than the owner of such property, assets or undertaking, whether such interest in based on law, statute or contract, and including, but not limited to, any security interest, mortgage, pledge, lien, charge, transfer, assignment, encumbrance, or analogous instrument in, of, or on any property, asset or undertaking, or the income or profits therefrom, securing such obligation or claim

The Property and the Certificate of Pending Litigation

27. On or about October 3, 2018, the Limited Partnership acquired beneficial title in the Property.

28. On or about November 12, 2021, Treasure Bay HK Limited (**Treasure Bay**) filed a Notice of Civil Claim in Vancouver Registry Action No. S-219889 seeking, among other things, a certificate of pending litigation on title to the Property.

29. On or about November 15, 2021, a Certificate of Pending Litigation was registered in the Vancouver Land Title Office, under number CA9504577 against title to the Property (the **CPL**).

30. The claim underlying the CPL is a common law derivative action brought by Treasure Bay, as minority shareholder in GMIH to recover money allegedly owing to GMIH. The claim alleges that Mr. Zou, in acting as a *de facto* director of GMIH, breached his fiduciary duties in causing GMIH to advance \$30 million in loans to 110 and 111 with the purpose of acquiring the Property.

31. Mr. Zou learned of the CPL shortly after it was filed against title to the Property but failed to disclose that information to representatives of Forseed LP and Terrapoint.

32. Forseed LP learned of the CPL at a board meeting of the General Partner in or around June 2022, when a representative of Terrapoint raised the issue. At the board meeting, Mr. Zou stated, on behalf of 110, that he would take steps to discharge the CPL.

Refinancing Attempts and Forseed's Damages

33. Forseed GP paid approximately \$65,122,506 in Canadian dollars (after conversion from U.S. currency) on behalf of Forseed LP to 110 and its counsel acting on the acquisition of the Property to finance, directly or indirectly, 110's acquisition of the Property.

34. The Bank of Montreal also provided financing to enable 110 to acquire the Property, which debt the Limited Partnership later assumed concurrently with its acquisition of the beneficial interest in the Property.

35. On or about October 23, 2023, the Bank of Montreal filed a petition to appoint a receiver over the Property in Vancouver Registry Action No. H-230802.

36. By way of Order pronounced January 11, 2024, the Honourable Madam Justice Fitzpatrick ordered that a receiver be appointed over the Property.

37. The continued presence of the CPL on title to the Property has impeded Forseed's efforts to obtain alternative financing so as to salvage its investment in the Limited Partnership. But for the presence of the CPL on title, Forseed would have been able to obtain alternative financing.

38. As a result of the defendants' breaches and misconduct, Forseed has suffered loss, damage and expense, and will continue to suffer loss, damage and expense, including:

- (a) the loss of Forseed's investment in the Limited Partnership; and
- (b) all costs and expenses incurred by Forseed in relation to its investment in the Limited Partnership.

Misappropriation of Funds

39. In or around May 2018 and at all material times, Mr. Zou and 110 represented to Forseed that 110 had insufficient funds to meet its obligations to the acquisition lender and close the acquisition of the Property. On the strength of these representations, Forseed loaned CAD \$15 million to 110 for the purpose of satisfying funding conditions and acquiring the Property and for no other purpose (the **Forseed Loan**).

40. Shortly after the Limited Partnership acquired beneficial title in the Property, Mr. Zou and 110 directed counsel to the Limited Partnership to pay \$6,037,884.22 (the **Withdrawn Funds**) out of the funds held in trust to 110, on the basis that this amount represented an over-contribution of capital by 110, when in fact the Withdrawn Funds represented excess loan proceeds that were due to be returned to Forseed.

41. But for Mr. Zou's and 110's misrepresentation, Forseed would never have advanced the additional \$6,037,884.22 that 110 ultimately withdrew for its own benefit.

42. On or about October 10, 2018, the Withdrawn Funds were transferred to 110 from the trust account of counsel to the Limited Partnership by way of a wire transfer.

43. 110 did not advise Forseed that it had issued a direction to pay the Withdrawn Funds to 110, or that 110 had received the Withdrawn Funds.

44. At the time 110 received the Withdrawn Funds, 110 owed Forseed the amount of the Forseed Loan, in whole or in part.

45. The defendants, or some of them, improperly used the Withdrawn Funds for their personal use and not for the benefit of the Limited Partnership.

46. The Withdrawn Funds were used to acquire or maintain property registered in the names of the defendant, Mr. Zou or his relatives, including property registered as a joint tenancy between Mr. Zou and his father Wei Zou located at 4770 Drummond Drive in Vancouver, BC, and legally described as:

PID: 008-915-008

Lot 27 Block 4 District Lot 140 Plan 6583

(the **Zou Property**).

47. Forseed learned of 110's misuse of the Withdrawn Funds in July 2023 when examining an accounting of the disbursement of monies from the trust account of counsel to the Limited Partnership after completion of the acquisition of the Property.

Part 2: RELIEF SOUGHT

48. General damages against the defendants for:

- (a) fraudulent, or in the alternative, negligent misrepresentation,
- (b) breach of contract, including breach of the contractual duty of honest performance, and
- (c) inducing breach of contract;

49. Certificate of pending litigation against title to the Zou Property;

50. A tracing, in equity or common law, and an accounting of the Withdrawn Funds, including any proceeds resulting from the use or distribution of the Withdrawn Funds and an accounting and disgorgement of the same;

51. Interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79;

52. Costs; and

53. Such further and other relief as this Honourable Court may deem just.

Part 3: LEGAL BASIS

54. The defendants are liable to Forseed for fraudulent or negligent misrepresentation, breach of contract, breach of the contractual duty of honest performance, and inducing breach of contract.

55. The defendants are jointly and severally liable to Forseed.

Fraudulent or Negligent Misrepresentation

56. Mr. Zou made the Funding Misrepresentation on his own behalf and also in his capacity as the sole director and shareholder of 111 and 110.

57. Mr. Zou made the Funding Misrepresentation to Forseed:

- (a) knowing that Forseed would rely on it; and
- (b) knowing it was false or, in the alternative, being reckless to the fact that the Funding Misrepresentation was false.

58. In the alternative, Mr. Zou was negligent as to whether the Funding Misrepresentation was untrue, inaccurate, or misleading. He owed a duty of care to Forseed in making the Funding Misrepresentation, and he breached that duty of care.

59. The Funding Misrepresentation was untrue, inaccurate, or misleading.

60. Forseed reasonably relied on the Funding Misrepresentation in deciding whether to invest in the acquisition and development of the Property and to enter into the LP Agreement.

61. But for the Funding Misrepresentation, Forseed would not have invested in the acquisition and development of the Property or entered into the LP Agreement.

62. Forseed has suffered loss, damage, and expense as a result.

63. 110 and 111 are vicariously liable for the fraudulent or, in the alternative, negligent misrepresentation of Mr. Zou.

Breach of Contract

64. Under the LP Agreement, 110 owed contractual obligations to the other limited partners, including Forseed LP. Under s. 3.3(f), 110 owed an obligation to not cause to be registered, or permit to remain undischarged, a charge on the Property.

65. 110 breached s. 3.3(f) of LP Agreement by:

- (a) Permitting the CPL to be filed on title to the Property, which is an asset of the Limited Partnership; and
- (b) permitting the CPL to remain undischarged.

66. 110 has failed or neglected to take steps to discharge the CPL from title to the Property and remains in breach of s. 3.3(f) of the LP Agreement.

67. 110's breach of the LP Agreement has caused Forseed LP to suffer loss, damage, and expense.

Breach of Duty of Good Faith

68. 110 owes a duty of good faith and honest contractual performance to Forseed LP with respect to the LP Agreement.

69. 110 had an obligation to disclose the source of its investment in the Limited Partnership after specific inquiries from Forseed.

70. Further, or in the alternative, 110 acted dishonestly in failing to disclose, and in actively concealing, the fact that the CPL had been filed on title to the Property.

71. Further, or in the alternative, 110 acted dishonestly in assuring Forseed LP and the other limited partners and the directors of the General Partner that it would be taking steps to remove the CPL from title when it knew at the time of giving those assurances that it had no intention of doing so.

72. 110's breach of the duty of good faith and honest contractual performance has caused Forseed LP to suffer loss, damage, and expense.

Inducing Breach of Contract

73. Mr. Zou, as the sole director of 110 and sole shareholder of 110 through 111, knowingly and intentionally induced 110 to breach the LP Agreement as pleaded above.

74. In doing so, Mr. Zou was not acting in good faith or in the best interests of 110. Mr. Zou induced 110 to breach the LP Agreement for reasons of his own and for his own personal benefit, including to facilitate an opportunity to purchase the Property from a receivership or other proceeding through a new corporate structure.

Damages

75. The defendants' breaches have caused Forseed to suffer loss, damage, and expense.

Proprietary Remedies

76. The Withdrawn Funds belong to Forseed, in whole or in part.

77. The Zou Property was acquired or maintained, in whole or in part, using the Withdrawn Funds and, as such, Forseed holds a beneficial interest in the Zou Property.

78. Forseed is entitled to:

- (a) a tracing, at common law or in equity, and an accounting of the Withdrawn Funds; and
- (b) a certificate of pending litigation against the Zou Property pursuant to section 215 of the *Land Title Act*, R.S.B.C. 1996, c. 250.

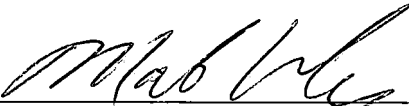
Plaintiff's address for service is c/o the law firm of Lawson Lundell LLP, whose place of business and address for service is 1600 – 925 West Georgia Street, Vancouver, British Columbia V6C 3L2 (Attention: Marko Vesely, KC / Jillian Epp).

E-mail address for service is: mvesely@lawsonlundell.com with copies to jepp@lawsonlundell.com and jwilliams@lawsonlundell.com.

Place of Trial: Vancouver, BC

The address of the Registry is: 800 Smithe Street, Vancouver,
British Columbia V6Z 2E1

Dated at the City of Vancouver, in the Province of British Columbia, this 26th day of July, 2024.



Lawson Lundell LLP
Solicitors for the Plaintiff, Forseed Haro Holdings
Ltd.

This Notice of Civil Claim is filed by Marko Vesely, KC / Jillian Epp, of the law firm of Lawson Lundell LLP, whose place of business and address for delivery is 1600 – 925 West Georgia Street, Vancouver, British Columbia V6C 3L2.

Rule 7-1(1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
 - (a) prepare a list of documents in Form 22 that lists
 - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
 - (b) serve the list on all parties of record.

APPENDIX

The following information is provided for data collection purposes only and is of no legal effect.

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

Commercial litigation

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☐ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☐ none of the above
- ☒ do not know

PART 4:

NO.
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

FORSEED HARO HOLDINGS
LTD. and FORSEED GROUP
HOLDING LTD.

PLAINTIFF

AND:

1104227 B.C. LTD.,
1115830 B.C. LTD., and
KANG YU CANNING ZOU aka
KENNY ZOU

DEFENDANT

NOTICE OF CIVIL CLAIM



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

Phone: (604) 685-3456

Attention: Marko Vesely, KC / Jillian Epp

MV/jee

This is Exhibit "I" referred to in the affidavit of Yiota Petrakis sworn before me at Vancouver, British Columbia this 16th day of August, 2024.



A Commissioner for taking Affidavits
for British Columbia

MARTIN E. B. GREYELL
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-4187

CANADA) IN THE MATTER OF the *Income Tax Act*, RSC 1985, c 1
) (5th Supp.) and IN THE MATTER OF an offer to purchase
 PROVINCE OF BRITISH) dated June 28, 2024 between Deloitte Restructuring Inc.
) (the "**Receiver**"), in its capacity as the Court-Appointed
 COLUMBIA) Receiver and Manager of Haro-Thurlow Street Project
) Limited Partnership, Haro and Thurlow GP Ltd. and
) Harlow Holdings Inc., and Chard Development Ltd.
 TO WIT:) ("**Chard**"), as purchaser, as amended, modified and
) supplemented from time to time and as may be assigned
) by Chard (the "**Purchaser**") (collectively, the "**Purchase**
) **Agreement**"), in respect of the purchase and sale of the
) lands and premises located at 1045 Haro Street and 830,
) 838, 842 and 846 Thurlow Street, Vancouver, British
) Columbia and legally described as Parcel Identifier: 030-
) 552-265, Lot 1 Block 5 District Lot 185 Group 1 New
) Westminster District Plan EPP85244 and all buildings,
) structures and improvements thereon (collectively, the
) "**Real Property**"), with a scheduled completion date of
) anticipated to be prior to October 15, 2024 (the
) "**Completion Date**")

I, Kang Yu Zou, of 1833 W 17th Ave, Vancouver, British Columbia, DO
 SOLEMNLY DECLARE THAT:

1. I am the Director of Haro and Thurlow GP Ltd. (the "**General Partner**"), the general partner of Haro-Thurlow Street Project Limited Partnership (the "**Limited Partnership**"), and as such have knowledge of the matters hereinafter declared.
2. The General Partner is the sole general partner of the Partnership and the only limited partners of the Partnership are •, • and •.
Forseed Haro Holdings Ltd., 1104227 B.C. LTD, Terapoint Developments Ltd.
3. The Limited Partnership is the beneficial owner of the Real Property.
4. The Limited Partnership is a limited partnership formed under the *Partnership Act* (British Columbia) on August 31, 2018 and will be a subsisting limited partnership under that statute on the Completion Date.
5. The General Partner is a company incorporated under the *Business Corporations Act* (British Columbia) on August 8, 2018 and will be a subsisting corporation under that statute on the Completion Date.
6. The General Partner is not a "non-resident" of Canada within the meaning of the *Income Tax Act* (Canada) as of the date of this Statutory Declaration and will not be a non-resident of Canada as of the Completion Date.
7. The General Partner is the beneficial owner of its interest in the Limited Partnership as of the date of this Statutory Declaration and will be the beneficial owner of such interest as of the Completion Date.

8. I make this Statutory Declaration at the express request of the Purchaser in answer to the inquiry of the Purchaser made pursuant to section 116 of the *Income Tax Act* (Canada) as to whether any person from whom the Purchaser is acquiring the Real Property is a non-resident of Canada.

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.

DECLARED BEFORE ME at
Vancouver, in the Province
 of British Columbia, this 13 day of
August, 2024

A Notary Public in and for the Province of
 British Columbia

ROSALYN ANN MOW

NOTARY PUBLIC

#202 - 5701 GRANVILLE ST.

VANCOUVER, B.C. V6M 4J7

TEL: 604-689-8248 FAX: 604-684-2006


 Kang Yu Zou, Director

CANADA) IN THE MATTER OF the *Income Tax Act*, RSC 1985, c 1
) (5th Supp.) and IN THE MATTER OF an offer to purchase
PROVINCE OF BRITISH) dated June 28, 2024 between Deloitte Restructuring Inc.
) (the "**Receiver**"), in its capacity as the Court-Appointed
COLUMBIA) Receiver and Manager of Haro-Thurlow Street Project
) Limited Partnership, Haro and Thurlow GP Ltd. and
) Harlow Holdings Inc., and Chard Development Ltd.
TO WIT:) ("**Chard**"), as purchaser, as amended, modified and
) supplemented from time to time and as may be assigned
) by Chard (the "**Purchaser**") (collectively, the "**Purchase**
) **Agreement**"), in respect of the purchase and sale of the
) lands and premises located at 1045 Haro Street and 830,
) 838, 842 and 846 Thurlow Street, Vancouver, British
) Columbia and legally described as Parcel Identifier: 030-
) 552-265, Lot 1 Block 5 District Lot 185 Group 1 New
) Westminster District Plan EPP85244 and all buildings,
) structures and improvements thereon (collectively, the
) "**Real Property**"), with a scheduled completion date of
) anticipated to be prior to October 15, 2024 (the
) "**Completion Date**")

I, Kang Yu Zou, Director, of 1833 W 17th Ave, Vancouver, British Columbia, DO SOLEMNLY DECLARE THAT:

1. I am the Director ^{1104227 Ltd.} of • (the "**Limited Partner**"), one of the limited partners of Haro-Thurlow Street Project Limited Partnership (the "**Limited Partnership**"), the beneficial owner of the Real Property, and as such have knowledge of the matters hereinafter declared.
2. The Limited Partner is a company incorporated under the *Business Corporations Act* (British Columbia) on _____ and will be a subsisting corporation under that statute on the Completion Date.
3. The Limited Partner is not a "non-resident" of Canada within the meaning of the *Income Tax Act* (Canada) as of the date of this Statutory Declaration and will not be a non-resident of Canada as of the Completion Date.
4. The Limited Partner is the beneficial owner of its interest in the Limited Partnership as of the date of this Statutory Declaration and will be the beneficial owner of such interest as of the Completion Date.
5. I make this Statutory Declaration at the express request of the Purchaser in answer to the inquiry of the Purchaser made pursuant to section 116 of the *Income Tax Act* (Canada) as to whether the Limited Partner is a resident or non-resident of Canada.

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.

DECLARED BEFORE ME at
Vancouver, in the Province
 of British Columbia, this 13 day of
August, 2024

A Notary Public in and for the Province of
 British Columbia

ROSALYN ANN MOW
 NOTARY PUBLIC

#202 - 5701 GRANVILLE ST.
 VANCOUVER, B.C. V6M 4J7
 TEL: 604-689-8248 FAX: 604-684-2006


 Kang Yu Zou, Director

CANADA) IN THE MATTER OF the *Income Tax Act*, RSC 1985, c 1
) (5th Supp.) and IN THE MATTER OF an offer to purchase
 PROVINCE OF BRITISH) dated June 28, 2024 between Deloitte Restructuring Inc.
) (the "**Receiver**"), in its capacity as the Court-Appointed
 COLUMBIA) Receiver and Manager of Haro-Thurlow Street Project
) Limited Partnership, Haro and Thurlow GP Ltd. and
) Harlow Holdings Inc., and Chard Development Ltd.
 TO WIT:) ("**Chard**"), as purchaser, as amended, modified and
) supplemented from time to time and as may be assigned
) by Chard (the "**Purchaser**") (collectively, the "**Purchase**
) **Agreement**"), in respect of the purchase and sale of the
) lands and premises located at 1045 Haro Street and 830,
) 838, 842 and 846 Thurlow Street, Vancouver, British
) Columbia and legally described as Parcel Identifier: 030-
) 552-265, Lot 1 Block 5 District Lot 185 Group 1 New
) Westminster District Plan EPP85244 and all buildings,
) structures and improvements thereon (collectively, the
) "**Real Property**"), with a scheduled completion date of
) anticipated to be prior to October 15, 2024 (the
) "**Completion Date**")

Kang Yu Zou, Director, of 1833 W 17th Ave

I, ●, of _____, British Columbia, DO SOLEMNLY DECLARE THAT:

1. I am the Director of Harlow Holdings Ltd. (the "**Nominee**"), the registered owner of the Real Property, and as such have personal knowledge of the matters hereinafter declared.
2. The Nominee is a company incorporated under the *Business Corporations Act* (British Columbia) on May 16, 2018 and will be a subsisting corporation under that statute on the Completion Date.
3. The Nominee is not a "non-resident" of Canada within the meaning of the *Income Tax Act* (Canada) as of the date of this Statutory Declaration and will not be a non-resident of Canada as of the Completion Date.
4. The Nominee holds registered title to the Real Property as nominee, agent and bare trustee for and on behalf of the Haro-Thurlow Street Project Limited Partnership.
5. For the purpose of the Purchaser completing the Property Transfer Tax Return in respect of the Real Property, the following information is correct:

Registered Owner:	<u>Harlow Holdings Ltd.</u>
Address:	<u>1021 W Hastings Street #1200</u>
City:	<u>Vancouver</u>
Province	<u>B.C.</u>
Telephone No.	<u>6045586168</u>

6. I make this Statutory Declaration at the express request of the Purchaser in answer to the inquiry of the Purchaser made pursuant to section 116 of the *Income Tax Act* (Canada) as to whether the Nominee is a resident or non-resident of Canada, and in answer to the inquiry of the Purchaser as to the information required in order to enable to permit the Purchaser to complete the Property Transfer Tax Return in respect of the Real Property.

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.

DECLARED BEFORE ME at
Vancouver, in the Province
 of British Columbia, this 13 day of
August, 2024

A Notary Public in and for the Province of
 British Columbia

ROSALYN ANN MOW

NOTARY PUBLIC

#202 - 5701 GRANVILLE ST.
 VANCOUVER, B.C. V6M 4J7
 TEL: 604-689-8248 FAX: 604-684-2006

• Kang Yu Zou, Director

This is Exhibit "J" referred to in the affidavit of Yiota Petrakis sworn before me at Vancouver, British Columbia this 16th day of August, 2024.



A Commissioner for taking Affidavits
for British Columbia

MARTIN E. B. GREYELL
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-4187

UNIT CERTIFICATE

HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP

(a limited partnership formed under the laws of
the Province of British Columbia)

VMB COPY

CERTIFICATE NO. A-1

THIS IS TO CERTIFY that 1104227 B.C. LTD. is the owner of Forty-Five (45) Class A Units in **HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP** and is entitled to all of the rights, privileges and notices of a Limited Partner as set forth in the Partnership Agreement, as referred to below.

This Certificate and the Unit(s) represented by this Certificate are held subject to the conditions, restrictions and terms of the Limited Partnership Agreement for the Haro - Thurlow Street Project Limited Partnership dated as of August 31, 2018, as that Agreement may be amended from time to time.

DATED as of October 3, 2018.

This Certificate is not valid unless issued by an officer or director of the General Partner and if there is a Registrar of the Units of the Partnership, by an authorized representative of the Registrar.

HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP,
by its General Partner, **HARO AND THURLOW GP LTD.**

By:


Authorized Signatory

UNIT CERTIFICATE

HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP

(a limited partnership formed under the laws of
the Province of British Columbia)

COPY

CERTIFICATE NO. B-1

THIS IS TO CERTIFY that FORSEED HARO HOLDINGS LTD. is the owner of Forty-Five (45) Class B Units in **HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP** and is entitled to all of the rights, privileges and notices of a Limited Partner as set forth in the Partnership Agreement, as referred to below.

This Certificate and the Unit(s) represented by this Certificate are held subject to the conditions, restrictions and terms of the Limited Partnership Agreement for the Haro - Thurlow Street Project Limited Partnership dated as of August 31, 2018, as that Agreement may be amended from time to time.

DATED as of October 3, 2018.

This Certificate is not valid unless issued by an officer or director of the General Partner and if there is a Registrar of the Units of the Partnership, by an authorized representative of the Registrar.

HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP,
by its General Partner, **HARO AND THURLOW GP LTD.**

By: 

Authorized Signatory

COPY

UNIT CERTIFICATE

HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP

(a limited partnership formed under the laws of
the Province of British Columbia)

COPY

CERTIFICATE NO. B-1

THIS IS TO CERTIFY that FORSEED HARO HOLDINGS LTD. is the owner of Forty-Five (45) Class B Units in HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP and is entitled to all of the rights, privileges and notices of a Limited Partner as set forth in the Partnership Agreement, as referred to below.


This Certificate and the Unit(s) represented by this Certificate are held subject to the conditions, restrictions and terms of the Limited Partnership Agreement for the Haro - Thurlow Street Project Limited Partnership dated as of August 31, 2018, as that Agreement may be amended from time to time.

DATED as of October 3, 2018.

This Certificate is not valid unless issued by an officer or director of the General Partner and if there is a Registrar of the Units of the Partnership, by an authorized representative of the Registrar.

HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP,
by its General Partner, HARO AND THURLOW GP LTD.

By:


Authorized Signatory

FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

550 Burrard Street, Suite 2900
Vancouver, British Columbia V6C 0A3
Canada

T +1 604 631 3131
+1 866 635 3131
F +1 604 631 3232

fasken.com

March 31, 2020
File No.: 308881.00039

Grant Foster
Direct +1 604 631 4916
grfoster@fasken.com

By Courier

Lawson Lundell LLP
Suite 1600 - Cathedral Place
925 W Georgia St
Vancouver, BC V6C 3L2

Attention: Julia Winters

Dear Sirs/Mesdames:

Re: Haro – Thurlow Street Project Limited Partnership

We enclose Unit Certificate B-1 of Haro – Thurlow Street Project Limited Partnership as requested.

We trust the enclosed is in order. If you have any questions please do not hesitate to contact the writer.

Yours truly,

FASKEN MARTINEAU DuMOULIN LLP



Grant Foster
Personal Law Corporation

GXF/gh
Enclosure

UNIT CERTIFICATE

HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP

(a limited partnership formed under the laws of
the Province of British Columbia)

VMBCOPY

CERTIFICATE NO. C-1

THIS IS TO CERTIFY that TERRAPPOINT DEVELOPMENTS LTD. is the owner of Ten (10) Class C Units in HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP and is entitled to all of the rights, privileges and notices of a Limited Partner as set forth in the Partnership Agreement, as referred to below.

This Certificate and the Unit(s) represented by this Certificate are held subject to the conditions, restrictions and terms of the Limited Partnership Agreement for the Haro - Thurlow Street Project Limited Partnership dated as of AUGUST 31, 2018, as that Agreement may be amended from time to time.

DATED as of October 3, 2018.

This Certificate is not valid unless issued by an officer or director of the General Partner and if there is a Registrar of the Units of the Partnership, by an authorized representative of the Registrar.

HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP,
by its General Partner, HARO AND THURLOW GP LTD.

By:


Authorized Signatory

GENERAL PARTNER UNIT CERTIFICATE**HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP**

(a limited partnership formed under the laws of
the Province of British Columbia)

VMBCOPY**CERTIFICATE NO. 1**

THIS IS TO CERTIFY that HARO AND THURLOW GP LTD. is the owner of One (1) General Partner Unit in **HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP** and is entitled to all of the rights, privileges and notices of a General Partner as set forth in the Partnership Agreement, as referred to below.

This Certificate and the Unit(s) represented by this Certificate are held subject to the conditions, restrictions and terms of the Limited Partnership Agreement for the Haro - Thurlow Street Project Limited Partnership dated as of August 31, 2018, as that Agreement may be amended from time to time.

DATED as of October 3, 2018.

This Certificate is not valid unless issued by an officer or director of the General Partner and if there is a Registrar of the Units of the Partnership, by an authorized representative of the Registrar.

HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP,
by its General Partner, **HARO AND THURLOW GP LTD.**

By: _____

Authorized Signatory

This is Exhibit "K" referred to in the affidavit of Yiota Petrakis sworn before me at Vancouver, British Columbia this 16th day of August, 2024.



A Commissioner for taking Affidavits
for British Columbia

MARTIN E. B. GREYELL
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-4187

HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP

PUBLIC (ALPHABETICAL) LIST OF PARTNERS

Name and Address of Partner	Number and Class of Units Held
Forseed Haro Holdings Ltd. 2560 - 200 Granville Street Vancouver, BC V6C 1S4	45 Class B Units (Cert. No. B-1)
Haro and Thurlow GP Ltd. #3300 - 1021 West Hastings Street Vancouver, BC V6E 0C3 [General Partner]	1 GP Unit (Cert. No. 1)
Terrapoint Developments Ltd. 25 Centurian Drive, Suite 201 Markham, ON L3R 5N8	10 Class C Units (Cert. No. C-1)
1104227 B.C. Ltd. #3300 - 1021 West Hastings St. Vancouver, BC V6E 0C3	45 Class A Units (Cert. No. A-1)

This is Exhibit "L" referred to in the affidavit of Yiota Petrakis sworn before me at Vancouver, British Columbia this 16th day of August, 2024.



A Commissioner for taking Affidavits
for British Columbia

MARTIN E. B. GREYELL
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-4187



**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
1104227 B.C. LTD.

Date and Time of Search: August 15, 2024 03:07 PM Pacific Time

Currency Date: May 09, 2024

ACTIVE

Incorporation Number: BC1104227

Name of Company: 1104227 B.C. LTD.

Business Number: 732775127 BC0001

Recognition Date and Time: Incorporated on January 18, 2017 11:18 AM Pacific Time **In Liquidation:** No

Last Annual Report Filed: January 18, 2022 **Receiver:** No

COMPANY NAME INFORMATION

Previous Company Name

HARO AND THURLOW ACQUISITION CORP.

Date of Company Name Change

October 03, 2018

REGISTERED OFFICE INFORMATION

Mailing Address:

2900 - 550 BURNARD STREET
VANCOUVER BC V6C 0A3
CANADA

Delivery Address:

2900 - 550 BURNARD STREET
VANCOUVER BC V6C 0A3
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

2900 - 550 BURNARD STREET
VANCOUVER BC V6C 0A3
CANADA

Delivery Address:

2900 - 550 BURNARD STREET
VANCOUVER BC V6C 0A3
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:

Zou, Kang Yu

Mailing Address:

#1200 1021 WEST HASTINGS STREET
VANCOUVER BC V6E 0C3
CANADA

Delivery Address:

#1200 1021 WEST HASTINGS STREET
VANCOUVER BC V6E 0C3
CANADA

OFFICER INFORMATION AS AT January 18, 2022**Last Name, First Name, Middle Name:**

Zou, Kang Yu

Office(s) Held: (President, Secretary)**Mailing Address:**#1200 - 1021 WEST HASTINGS STREET
VANCOUVER BC V6E 0C3
CANADA**Delivery Address:**#1200 - 1021 WEST HASTINGS STREET
VANCOUVER BC V6E 0C3
CANADA



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
FORSEED HARO HOLDINGS LTD.

Date and Time of Search: August 15, 2024 03:09 PM Pacific Time

Currency Date: May 09, 2024

ACTIVE

Incorporation Number: BC1174875

Name of Company: FORSEED HARO HOLDINGS LTD.

Business Number: 740321716 BC0001

Recognition Date and Time: Incorporated on August 07, 2018 11:15 AM Pacific Time **In Liquidation:** No

Last Annual Report Filed: August 07, 2023 **Receiver:** No

REGISTERED OFFICE INFORMATION

Mailing Address:

1600 - 925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

Delivery Address:

1600 - 925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

1600 - 925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

Delivery Address:

1600 - 925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:

Liu, Chengzheng

Mailing Address:

1245 - 200 GRANVILLE ST
VANCOUVER BC V6C 1S4
CANADA

Delivery Address:

1245 - 200 GRANVILLE ST
VANCOUVER BC V6C 1S4
CANADA

NO OFFICER INFORMATION FILED AS AT August 07, 2023.



**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

Extraprovincial Company Summary

For

TERRAPOINT DEVELOPMENTS LTD.

Date and Time of Search: August 15, 2024 03:11 PM Pacific Time

Currency Date: May 09, 2024

ACTIVE

Registration Number in BC: A0125758

Name of Extraprovincial Company: TERRAPOINT DEVELOPMENTS LTD.

Business Number: N/A

Registration Date and Time: December 22, 2022 11:21 AM Pacific Time as a result of an Amalgamation

Last Annual Report Filed: December 22, 2023

Receiver: No

FOREIGN JURISDICTION INFORMATION

Identifying Number in Foreign Jurisdiction:

14615514

Name in Foreign Jurisdiction:

TERRAPOINT DEVELOPMENTS LTD.

Date of Incorporation, Continuation or Amalgamation in Foreign Jurisdiction:

December 20, 2022

Foreign Jurisdiction:

FEDERAL

AMALGAMATING CORPORATION(S) INFORMATION

Name of Amalgamating Corporation

BROOKS SOLAR II CORPORATION

TERRAPOINT DEVELOPMENTS LTD.

Registration Number in BC

Foreign Co

A0080818

HEAD OFFICE INFORMATION

Mailing Address:

745 THURLOW STREET
SUITE 2400
VANCOUVER BC V6E 0C5
CANADA

Delivery Address:

745 THURLOW STREET
SUITE 2400
VANCOUVER BC V6E 0C5
CANADA

ATTORNEY INFORMATION

Last Name, First Name, Middle Name:

WHYTE, CAMERON

Mailing Address:

745 THURLOW STREET
SUITE 2400
VANCOUVER BC V6E 0C5
CANADA

Delivery Address:

745 THURLOW STREET
SUITE 2400
VANCOUVER BC V6E 0C5
CANADA

DIRECTOR INFORMATION

Directors are not recorded for extraprovincial registration types. Go to the incorporating jurisdiction for director information.



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
HARLOW HOLDINGS LTD.

Date and Time of Search: August 15, 2024 03:05 PM Pacific Time

Currency Date: May 09, 2024

ACTIVE

Incorporation Number: BC1164525

Name of Company: HARLOW HOLDINGS LTD.

Business Number: 753427715 BC0001

Recognition Date and Time: Incorporated on May 16, 2018 02:34 PM Pacific Time

In Liquidation: No

Last Annual Report Filed: May 16, 2022

Receiver: No

REGISTERED OFFICE INFORMATION

Mailing Address:

2900 - 550 BURNARD STREET
VANCOUVER BC V6C 0A3
CANADA

Delivery Address:

2900 - 550 BURNARD STREET
VANCOUVER BC V6C 0A3
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

2900 - 550 BURNARD STREET
VANCOUVER BC V6C 0A3
CANADA

Delivery Address:

2900 - 550 BURNARD STREET
VANCOUVER BC V6C 0A3
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:

Zou, Kang Yu Canning

Mailing Address:

#1200 1021 WEST HASTINGS STREET
VANCOUVER BC V6E 0C3
CANADA

Delivery Address:

#1200 1021 WEST HASTINGS STREET
VANCOUVER BC V6E 0C3
CANADA

OFFICER INFORMATION AS AT May 16, 2022

Last Name, First Name, Middle Name:

Zou, Kang Yu Canning

Office(s) Held: (President, Secretary)

Mailing Address:

#1200 - 1021 WEST HASTINGS STREET
VANCOUVER BC V6E 0C3
CANADA

Delivery Address:

#1200 - 1021 WEST HASTINGS STREET
VANCOUVER BC V6E 0C3
CANADA



**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
HARO AND THURLOW GP LTD.

Date and Time of Search: August 15, 2024 03:03 PM Pacific Time

Currency Date: May 09, 2024

ACTIVE

Incorporation Number: BC1175180

Name of Company: HARO AND THURLOW GP LTD.

Business Number: 741041487 BC0001

Recognition Date and Time: Incorporated on August 08, 2018 03:38 PM Pacific Time

In Liquidation: No

Last Annual Report Filed: August 08, 2022

Receiver: No

REGISTERED OFFICE INFORMATION

Mailing Address:

2900 - 550 BURRARD STREET
VANCOUVER BC V6C 0A3
CANADA

Delivery Address:

2900 - 550 BURRARD STREET
VANCOUVER BC V6C 0A3
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

2900 - 550 BURRARD STREET
VANCOUVER BC V6C 0A3
CANADA

Delivery Address:

2900 - 550 BURRARD STREET
VANCOUVER BC V6C 0A3
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:

Ding, Ling

Mailing Address:

2560 - 200 GRANVILLE STREET
VANCOUVER BC V6C 1S4
CANADA

Delivery Address:

2560 - 200 GRANVILLE STREET
VANCOUVER BC V6C 1S4
CANADA

Last Name, First Name, Middle Name:

Forsgren, Don

Mailing Address:SUITE 600 - 550 BURRARD STREET
VANCOUVER BC V6C 2B5
CANADA**Delivery Address:**SUITE 600 - 550 BURRARD STREET
VANCOUVER BC V6C 2B5
CANADA**Last Name, First Name, Middle Name:**

Li, Chao

Mailing Address:1200 - 1201 WEST HASTINGS STREET
VANCOUVER BC V6E 0C3
CANADA**Delivery Address:**1200 - 1201 WEST HASTINGS STREET
VANCOUVER BC V6E 0C3
CANADA**Last Name, First Name, Middle Name:**

Liu, Chengzheng

Mailing Address:1245 - 200 GRANVILLE STREET
VANCOUVER BC V6C 1S4
CANADA**Delivery Address:**1245 - 200 GRANVILLE STREET
VANCOUVER BC V6C 1S4
CANADA**Last Name, First Name, Middle Name:**

Zou, Kang Yu Canning

Mailing Address:#1200 - 1021 WEST HASTINGS STREET
VANCOUVER BC V6E 0C3
CANADA**Delivery Address:**#1200 - 1021 WEST HASTINGS STREET
VANCOUVER BC V6E 0C3
CANADA**OFFICER INFORMATION AS AT August 08, 2022****Last Name, First Name, Middle Name:**

Zou, Kang Yu Canning

Office(s) Held: (President, Secretary)**Mailing Address:**#1200 - 1021 WEST HASTINGS STREET
VANCOUVER BC V6E 0C3
CANADA**Delivery Address:**#1200 - 1021 WEST HASTINGS STREET
VANCOUVER BC V6E 0C3
CANADA



Limited Partnership Summary

For

HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP

Date and Time of Search: August 15, 2024 03:01 PM Pacific Daylight Time
Currency Date: July 25, 2024

ACTIVE

Registration Number: LP0757845
Name of Limited Partnership: HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP
Registration Date: September 27, 2018
Termination Date: April 30, 2060

REGISTERED OFFICE INFORMATION

Registered Office Address:

2900-550 Burrard Street
Vancouver BC
CANADA V6C 0A3

GENERAL PARTNER INFORMATION

Individual or Company Name:

HARO AND THURLOW GP LTD.

Incorporation or Registration

1175180

Residential or Registered Address:

2900 - 550 Burrard Street
Vancouver BC
CANADA V6C 0A3

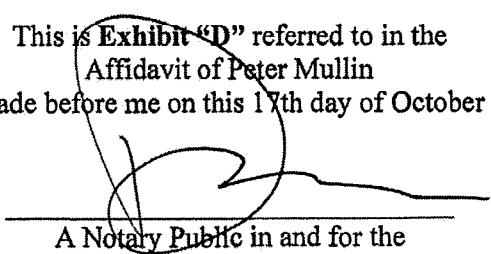
This is Exhibit "**M**" referred to in the affidavit of Yiota Petrakis sworn before me at Vancouver, British Columbia this 16th day of August, 2024.



A Commissioner for taking Affidavits
for British Columbia

MARTIN E. B. GREYELL
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-4187

This is Exhibit "D" referred to in the
Affidavit of Peter Mullin
made before me on this 17th day of October



A Notary Public in and for the
Province of Ontario

EQUITABLE MORTGAGE AND ESTOPPEL AGREEMENT

THIS AGREEMENT made as of October 3, 2018

BY:

IIARLOW HOLDINGS LTD.

(the "Nominee")

AND:

IIARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP

(the "Beneficial Owner")

IN FAVOUR OF:

BANK OF MONTREAL, a Canadian Chartered Bank
having an address at 595 Burrard Street, 6th Floor
Vancouver, British Columbia V7X 1L7

(the "Lender")

WHEREAS:

- A. Pursuant to the Property Transfer Agreement, 1104227 B.C. Ltd. (the "Original Beneficial Owner") transferred all of its right, title and interest in the lands and premises described in Schedule A hereto (the "Lands") to the Beneficial Owner, and the Beneficial Owner assumed all of the obligations of the Original Beneficial Owner under the Credit Agreement; and
- B. Pursuant to an Amended and Restated Nominee Agreement also dated as of October 3, 2018, a copy of which is attached hereto as Schedule B (the "Trust Declaration"), the Nominee agreed that it holds legal title to the Lands as bare trustee for and on behalf of the Beneficial Owner.

NOW THEREFORE, in consideration of the Lender extending credit to or for the benefit of the Nominee and the Beneficial Owner and of other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged by each party executing this Agreement), the parties hereby covenant and agree as follows:

1. DEFINITIONS

- 1.1. Definitions. In this Agreement (including the recitals hereto):

- (a) "Credit Agreement" means the credit agreement dated August 21, 2018 from the Lender, as agent for the financial institutions and other parties which are "Lenders" from time to time thereunder and as a lender, and accepted by, among others, the Original Beneficial Owner and the Nominee, as it may be amended, supplemented, restated or replaced from time to time;
- (b) "Guarantee" means the guarantee dated the date hereof relating to the debts and liabilities of the Beneficial Owner to the Lender, executed by the Nominee;
- (c) "Indebtedness" means all present and future indebtedness, liabilities and obligations of the Beneficial Owner and the Nominee, to the Lender, or either of them, direct or indirect, absolute or contingent, matured or unmature, joint or several, including, without limitation, the indebtedness, liabilities and obligations arising under the Facilities, the Credit Agreement and the Security Documents to which the Beneficial Owner and the Nominee are a party, and all interest obligations, all future advances, re-advances, costs, expenses and other monies payable to the Lender by the Beneficial Owner or the Nominee in connection therewith;
- (d) "Mortgage" means the \$94,000,000 *inter alia* mortgage and assignment of rents charging the Lands made by, among others, the Nominee in favour of the Lender, as it may be amended, supplemented or replaced from time to time;
- (e) "Personal Property" means all present and after-acquired personal property of the Beneficial Owner and the Nominee used or acquired in connection with, relating to or arising from the ownership, development or operation of the Lands;
- (f) "Property Transfer Agreement" means the property transfer agreement dated October 3, 2018 between the Original Beneficial Owner, as vendor, and the Beneficial Owner, as purchaser;
- (g) "Security Agreement" means the security agreement made by the Nominee and the Beneficial Owner in favour of the Lender, creating a security interest in, *inter alia*, all right, title and interest of the Beneficial Owner and the Nominee in the Personal Property, as it may be amended or supplemented from time to time; and
- (h) "Security Documents" means the Mortgage, the Guarantee, the Security Agreement and the customer environmental review and compliance certificate granted by among others, the Nominee and the Beneficial Owner to the Lender, as required pursuant to the Credit Agreement, and any other agreement, instrument, or security document, now existing or hereafter granted to the Lender in connection with or as security for the

Indebtedness, or any part thereof, as the same may be amended, supplemented or replaced from time to time.

2. REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Nominee. The Nominee represents and warrants to the Lender:

- (a) the Trust Declaration is in full force and effect at the date hereof and has not been amended from the form attached hereto;
- (b) the Nominee is the sole registered owner of its legal title to the Lands, which the Nominee holds as nominee, agent and bare trustee for the Beneficial Owner;
- (c) the Nominee has not sold, transferred, assigned, mortgaged, pledged, hypothecated, leased or otherwise disposed of the whole or any part of its right, title and interest in and to the Lands, except pursuant to the Trust Declaration and the Mortgage and the permitted encumbrances identified therein; and
- (d) the Nominee has been authorized, directed and provided with all necessary power and authority by the Beneficial Owner to enter into the Security Documents to which the Nominee is a party.

2.2. Representations and Warranties of Beneficial Owner. The Beneficial Owner represents and warrants to the Lender:

- (a) the Trust Declaration is in full force and effect at the date hereof and have not been amended from the form attached hereto;
- (b) the Beneficial Owner is the sole beneficial owner of the Lands and the Personal Property;
- (c) the Beneficial Owner has not sold, transferred, assigned, mortgaged, pledged, hypothecated, leased or otherwise disposed of the whole or any part of its beneficial interest in the Lands or the Personal Property;
- (d) the Nominee has been authorized, directed and provided with all necessary power and authority by the Beneficial Owner to hold legal title to the Lands and some or all of the Personal Property in trust for the Beneficial Owner and to enter into the Security Documents to which the Nominee is a party.

3. DIRECTION TO NOMINEE AND GRANT OF EQUITABLE CHARGE

3.1. Direction to Nominee. The Beneficial Owner, as sole beneficial owner of the Lands and Personal Property, hereby irrevocably consents to, authorizes, directs and empowers the

Nominee, as registered holder of its legal title to the Lands and some or all of the Personal Property, if any, as nominee, agent and bare trustee for and on behalf of the Beneficial Owner, to:

- (a) assign, grant, mortgage, pledge and charge to and create a security interest in favour of the Lender in all legal, right, title and interest of the Nominee in and to the Lands and the Personal Property, if any, all as security for the Indebtedness; and
- (b) execute and deliver to the Lender the Security Documents to which the Nominee is a party, including, without limitation, this Agreement and all additional security in respect thereof as the Lender may require.

Any of the Security Documents that may have been executed and delivered prior to the date hereof are hereby ratified and confirmed by the Beneficial Owner.

- 3.2. Charge. For greater certainty and in addition to the charges created by the execution and delivery by the Nominee of the Security Documents to which it is a party, as continuing security for the Indebtedness, the Beneficial Owner hereby:

- (a) assigns, grants, mortgages, pledges and charges to and in favour of the Lender all of the beneficial, right, title and interest of the Beneficial Owner in and to the Lands, and assigns to the Lender all rents payable in respect of the Lands, on and subject to the same terms and conditions as are contained in the Mortgage; and
- (b) grants to the Lender a security interest in the beneficial right, title and interest of the Beneficial Owner in and to the Personal Property, on and subject to the same terms and conditions as are contained in the Security Agreement.

The Beneficial Owner agrees that if it acquires a registerable interest in the Lands, forthwith on request it will execute and deliver to the Lender a registerable mortgage thereof in the form specified by the Lender.

- 3.3. No Amendment or Disposition. The Nominee and the Beneficial Owner covenant and agree with the Lender that, without the prior written consent of the Lender, they will not:

- (a) amend or terminate the Trust Declaration; or
- (b) sell, transfer, assign, mortgage or otherwise dispose of the whole or any part of their respective right, title and interest in and to the Lands or the Personal Property, except as may be expressly permitted by the Credit Agreement.

- 3.4. No Inquiry. The Beneficial Owner agrees that the Lender shall not be obliged at any time to inquire into any power exercised by the Nominee from time to time or to confirm any

such exercise of power with the Beneficial Owner in any matter arising with respect to the Trust Declaration, the Lands or the Personal Property.

- 3.5. Indemnity by Beneficial Owner. The Beneficial Owner will do all things necessary to cause the Nominee to perform its obligations under the Credit Agreement and Security Documents to which the Nominee is a party, and the Beneficial Owner will indemnify and save harmless the Lender from and against any breach or non-performance by the Nominee of any of its obligations under the Credit Agreement or any of the Security Documents by the Nominee.

4. POSTPONEMENT

- 4.1. Postponement of Indebtedness. The Nominee postpones payment of all indebtedness and liability of the Beneficial Owner, as debtor, to the Nominee, as creditor, to the prior payment and satisfaction in full of the Indebtedness. The Nominee agrees that, unless otherwise consented to in writing by the Lender, any monies received by the Nominee in contravention of this Agreement shall be held by the Nominee in trust for the Lender, and shall be paid over to the Lender forthwith on demand.

- 4.2. Postponement of Interest. The Beneficial Owner covenants and agrees with the Lender that any and all interest that it has or may acquire at any time in the Lands and the Personal Property is hereby postponed, subordinated and subject to the Security Documents and shall be subordinate to all indebtedness of the Beneficial Owner and the Nominee to the Lender.

- 4.3. No Payment by Beneficial Owner. The Beneficial Owner agrees not to make any payments to the Nominee in contravention of this Agreement.

5. MISCELLANEOUS

- 5.1. Failure or Indulgence Not Waiver. No failure or delay on the part of the Lender in the exercise of any power, privilege or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, privilege or right preclude any other or further exercise of any such power, privilege or right. Each power, privilege and right hereunder is cumulative with and not exclusive of any power, privilege or right otherwise available to the Lender.

- 5.2. Modification of Agreement. No alteration, modification or waiver of this Agreement or any condition, covenant, provision or term contained herein shall be binding upon the Lender unless made in writing and signed by the Lender.

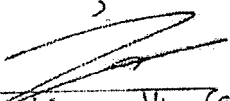
- 5.3. Effectiveness of Agreement. Upon execution and delivery of this Agreement by a party, this Agreement shall be deemed to be in full force and effect as against that party, and shall not be subject to or affected by any condition as to receipt by the Lender of any other security for the Indebtedness or as to the execution and delivery to the Lender of any agreement, or other instrument by any other party or person, including this Agreement.

- 5.4. Severability. If any provision of this Agreement or any part thereof is found or determined to be invalid, illegal or unenforceable, such provision or such part thereof shall be severable from this Agreement and the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable provision or part were deleted herefrom.
- 5.5. Effect. This Agreement is in addition to and not in substitution for the Security Documents or any other security for or evidence of the Indebtedness held by the Lender from time to time. Nothing contained herein shall prevent the Lender from enforcing any guarantee or any of the Security Documents or other security for or evidence of the Indebtedness in accordance with their respective terms.
- 5.6. Successors and Assigns. This Agreement shall be binding upon the Nominee and the Beneficial Owner and their respective successors and assigns and shall enure to the benefit of the Lender and its successors and assigns.
- 5.7. Notices. Any notice or other communication required or permitted hereunder shall be in writing and any notice or other document herein required or permitted to be given or delivered may be personally given or delivered or sent by prepaid registered mail to the party hereto, addressed to it at its address set out above or to such other address as the party hereto may designate to the others by notice in writing; and any notice or other document, if so sent by mail, shall be deemed to have been given at the expiration of the fifth business day after the date of mailing, unless there exists at the time of mailing, or within five 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.
- 5.8. Applicable Law. This Agreement and the rights and obligations of the parties shall be governed by and be construed according to the laws of British Columbia.
- 5.9. Interpretation. For the purposes of this Agreement, all references to the singular shall be construed to include the plural where the context so admits, the masculine to include the feminine and neutral gender and, where necessary, a body corporate, and vice versa.
- 5.10. Counterparts. This Agreement may be executed in any number of counterparts, by telecopier or otherwise, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 5.11. Time of the Essence. Time is of the essence of this Agreement.
- 5.12. Independent Obligation. Notwithstanding anything contained in the Trust Declaration or any other instrument, the obligations and covenants entered into or imposed upon the Nominee and the Beneficial Owner under this Agreement are independent of any other obligations and covenants between the Nominee and the Beneficial Owner, whether contained in this Agreement or otherwise.

- 5.13. No Merger. The taking of judgement on any covenant contained herein shall not operate to create any merger or discharge of any liability, obligation or covenant of the Nominee or the Beneficial Owner hereunder, under any of the Security Documents or any other securities of any form now or hereafter held by the Lender from the Nominee, the Beneficial Owner, or from any other person or persons whomsoever.
- 5.14. Obligations Joint And Several. Both the Nominee and the Beneficial Owner agree that the representations, warranties, covenants, acknowledgements and agreements of each of them in this Agreement shall be the joint and several representations, warranties, covenants, acknowledgements and agreements of each of them.
- 5.15. Delivery of Copy/Waiver. Both the Nominee and the Beneficial Owner hereby acknowledge receiving a copy of this Agreement and waive all rights to receive from the Lender a copy of any financing statement, financing change statement or verification statement filed at any time in respect of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

HARLOW HOLDINGS LTD.
by its authorized signatory:


Name: Kang Yu Canning Zou
Title: President

**HARO - THURLOW STREET PROJECT
LIMITED PARTNERSHIP** by its general
partner **HARO AND THURLOW GP LTD.**
by its authorized signatory:


Name: Kang Yu Canning Zou
Title: President

247

SCHEDULE A**Lands**

Property Address: 1045 Haro Street and 830, 838, 842 and 846 Thurlow Street,
Vancouver, BC

Legal Description: Parcel Identifier: 030-552-265
Lot 1 Block 5 District Lot 185 Group 1 New Westminster District Plan
EPP85244

308881.00039/92821992.3

SCHEDULE B
Trust Declaration

AMENDED AND RESTATED NOMINEE AGREEMENT

THIS AGREEMENT is dated as of October 3, 2018,

BETWEEN:

**HARO - THURLOW STREET PROJECT LIMITED
PARTNERSHIP**

(the "Principal")

AND:

HARLOW HOLDINGS LTD.

(the "Nominee")

WHEREAS:

- A. 1104227 B.C. Ltd. (formerly named "Haro and Thurlow Acquisition Corp."), as purchaser, entered into a Purchase and Sale Agreement dated as of March 20, 2017, as amended by a First Amending Agreement dated May 4, 2017, a Second Amending Agreement dated May 19, 2017, a Third Amending Agreement dated July 24, 2017, a Fourth Amending Agreement dated August 24, 2017, a Fifth Amending Agreement dated September 25, 2017, and a Sixth Amending Agreement dated September 29, 2017 (collectively, the "Purchase Agreement") with THE OWNERS, STRATA PLAN VAS857, as vendors, for the purchase of the lands and premises described in Schedule A (the "Property").
- B. 1104227 B.C. Ltd. transferred its beneficial ownership of the Property to the Principal as of the date hereof pursuant to a Property Transfer Agreement dated as of even date herewith.
- C. As of the date hereof, the Nominee has agreed to hold registered title to the Property as nominee, agent and bare trustee for the Principal.

WITNESSES that for consideration of the sum of \$1.00, the receipt of which is hereby accepted and acknowledged, the parties covenant and agree as follows:

1. **Appointment.** The Principal hereby confirms the appointment of the Nominee as its nominee, agent and bare trustee to hold legal title to the Property for and on behalf of the Principal in accordance with this Agreement, with full power to manage and deal with the Property and execute any instrument, document or encumbrance in respect of the Property for the sole benefit and account of the Principal, all at the direction of the Principal as principal and beneficial owner and strictly in accordance with this Agreement, and the Nominee hereby confirms its acceptance of such appointment.

- 2 -

2. **Nominee, Agent and Bare Trustee.** The Nominee hereby acknowledges and agrees that the Nominee will hold the legal title to the Property as nominee, agent and bare trustee for the sole benefit and account of the Principal as principal and beneficial owner and the Nominee will have no equitable or beneficial interest in the Property, and the equitable and beneficial interest in the Property will be vested solely and exclusively in the Principal.
3. **Benefits Accrue to Principal.** The Nominee acknowledges and agrees that any benefit, interest, profit or advantage arising out of or accruing from the Property is and will continue to be a benefit, interest, profit or advantage of the Principal and if received by the Nominee will be received and held by the Nominee for the sole use, benefit and advantage of the Principal and the Nominee will account to the Principal for any money or other consideration paid to or to the order of the Nominee in connection with the Property as directed in writing by the Principal.
4. **Nominee to Act on Direction of Principal.** The Nominee agrees that it will, upon the direction of the Principal, deal with the Property and do all acts and things in respect of the Property at the expense of and as directed by the Principal from time to time and will assign, transfer, convey, lease, mortgage, pledge, charge, or otherwise deal with the Property or any portion thereof at any time and from time to time in such manner as the Principal may determine, to the extent permitted under all relevant laws; without limiting the generality of the foregoing, the Nominee will transfer legal title to the Property to or as directed by the Principal forthwith upon the written demand of the Principal.
5. **Authority of Nominee.** The Nominee acknowledges and agrees that:
 - (a) the Nominee will, upon and in accordance with the direction of the Principal, act as the agent of the Principal, as undisclosed principal, in respect of any matter relating to the Property or the performance or observance of any contract or agreement relating to the Property;
 - (b) acting under this Agreement at the direction of the Principal, the Nominee will have the full right and power to execute and deliver, under seal and otherwise, any transfer, deed, statement of adjustments, plan, lease, sublease, easement, right of way, license, restrictive covenant, building scheme, release or other instrument or document pertaining to the Property without delivering proof to any person (including, without limitation, any other party to any such instrument or document or the Registrar of any Land Title Office) of its authority to do so and any person may act in reliance on any such instrument or document and for all purposes any such instrument or document will be binding on the Principal;
 - (c) acting under this Agreement at the direction of the Principal, the Nominee will have the full right and power to borrow money from time to time and to covenant to repay money borrowed by the Principal either alone or with others from time to time and to secure the repayment of any and all indebtedness and liabilities with respect to any amounts so borrowed by the grant of any charge or encumbrance (both fixed and floating) on, or security interest in, the Property or any part thereof, by way of debenture, mortgage, assignment of rents, assignment of sale

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proceeds, security agreement or other instrument or document without delivering proof to any person (including, without limitation, any other party to any such instrument or document or the Registrar of any Land Title Office) of its authority to do so and any person may act in reliance on any such instrument or document and for all purposes any such instrument or document will be binding on the Principal;

- (d) the Nominee will not deal with the Property in any way or execute any instrument, document or encumbrance in respect of the Property without the prior consent or direction of the Principal; and
- (e) the Nominee will notify the Principal forthwith upon receipt by the Nominee of notice of any matter or thing in respect of the Property or any portion thereof, including, without limitation, in respect of any tax, lien, charge or encumbrance in respect of the Property.

6. **Reimbursement of Expenses.** Any payments or disbursements made by the Nominee in respect of the Property in accordance with this Agreement will be made as the agent of and for the account of the Principal, as principal, and the Principal will reimburse the Nominee for any amount reasonably and properly expended by the Nominee in connection with the Property with the consent or direction of the Principal. The Nominee will not be entitled to any remuneration or any revenue or profit in respect of the Property for acting as nominee, agent and bare trustee under this Agreement.

7. **Nominee's Representations.** The Nominee represents and warrants to the Principal that the Nominee is a company duly incorporated under the *Business Corporations Act* (British Columbia) and neither carries on nor intends to carry on a business that is a trust business as defined in the *Financial Institutions Act* (British Columbia).

8. **Prior Agreements.** This Agreement supercedes all prior trust agreements to which the Nominee and the Principal are parties relating to the manner in which and for whom the Nominee holds title to the Property.

9. **Indemnity by Principal.** The Principal hereby agrees to indemnify and save harmless the Nominee against any and all liability, loss, cost, action, claim or expense resulting from the Nominee's holding of title to or dealing with the Property as directed by the Principal from time to time, except to the extent that the same results from a dishonest, fraudulent or negligent act or omission of the Nominee or its employees or agents.

10. **Notices.** Any notice given pursuant to or in connection with this Agreement will be in writing and delivered personally to the party for whom it is intended to be addressed at the address of such party last known to the other party.

11. **Further Assurances.** The Nominee will perform all such other acts and things and execute all such other documents as are necessary or desirable in the reasonable opinion of the Principal to evidence or carry out the terms or intent of this Agreement.

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12. **Gender and Number.** Words importing the masculine gender include the feminine and neuter genders and words in the singular include the plural, and vice versa.

13. **Governing Law.** This Agreement and all matters arising hereunder will be governed by and construed in accordance with the laws of British Columbia, which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

14. **No Waiver.** No failure or delay on the part of either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as may be limited herein, either party may, in its sole discretion, exercise any and all rights, powers, remedies and recourses available to it under this Agreement or any other remedy available to it and such rights, powers, remedies and recourses may be exercised concurrently or individually without the necessity of making any election.

15. **Amendment.** This Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.

16. **Enurement.** This Agreement will enure to the benefit of and be binding upon the respective successors, legal representatives and assigns of the parties.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

**HARO - THURLOW STREET PROJECT
LIMITED PARTNERSHIP** by its general
partner, **HARO AND THURLOW GP LTD.**

Per: _____

Authorized Signatory

HARLOW HOLDINGS LTD.

Per: _____

Authorized Signatory

SCHEDULE A

Property

The lands civically described as 1045 Haro Street, and 830, 838, 842 and 846 Thurlow Street,
Vancouver, British Columbia and legally described as P.I.D. 030-552-265, Lot 1 Block 5 District
Lot 185 Group 1 New Westminster District Plan EPP85244