



Affidavit #1 of Cherelle Arnesen  
Sworn on September 10, 2024

No. VLC-S-H-240795  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

KOOTENAY SAVINGS CREDIT UNION

PETITIONER

AND:

KS PROPERTY MANAGEMENT INC., INC. NO. BC1281655  
also known as KS PROPERTY MANAGEMENT INC.  
MARWEST INDUSTRIES LTD.  
COLAS WESTERN CANADA INC.  
PENNCO ENGINEERING (BC) LTD.  
GEO STABILIZATION INTERNATIONAL INC.  
HIS MAJESTY THE KING IN RIGHT OF CANADA

RESPONDENTS


**AFFIDAVIT**

I, Cherelle Arnesen, of 401 – 121 5<sup>th</sup> Avenue, Kamloops, British Columbia MAKE OATH  
AND SAY THAT:

1. I am a Paralegal employed by the law firm of McMillan Dubo LLP, solicitors for the Petitioner, and as such have personal knowledge of the matters and facts herein deposed to except where stated to be on information and belief and where so stated do verily believe the same to be true.
2. Capitalized words used herein have the same meaning as ascribed to them in the Petition.
3. Attached hereto and marked **Exhibit “A”** is the State of Title Certificate issued by the Land Title Office on September 10, 2024 in respect to the Twin River Lands.
4. Attached collectively together hereto and marked **Exhibit “B”** to my Affidavit are the State of Title Certificates issued by the Land Title Office on September 10, 2024 in respect of the Osprey Lands.

5. Attached collectively together hereto and marked as **Exhibit "C"** is a copy of a BC Personal Property Registry Search for KSPM, OLDC, and TREL.
6. Attached hereto and marked **Exhibit "D"** is a copy of the Filed Standard Mortgage Terms No. MT030098 which forms part of the Mortgages.

SWORN (OR AFFIRMED) BEFORE  
ME at Kamloops, British Columbia, on  
September 10, 2024.

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

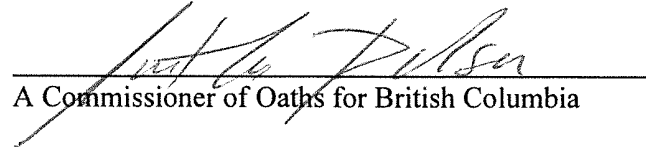
**Samantha F. Brodersen**

Barrister & Solicitor  
McMILLAN DUBO LLP  
#401 - 121 5TH AVENUE  
KAMLOOPS, BC V2C 0M1



\_\_\_\_\_  
CHERELLE ARNESEN

This is **Exhibit "A"** referred to in the Affidavit of Cherelle Arnesen sworn before me at Kamloops, British Columbia on September 10, 2024.

  
A Commissioner of Oaths for British Columbia

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**  
 Certificate Number: STSR4071136

File Reference: 404-101 F:8 CPL

JENNIFER COCKBILL, MCMILLAN DUBO  
 LLP  
 401 - 121 5TH AVENUE  
 KAMLOOPS BC V2C 0M1

A copy of this State of Title Certificate held by the land title office can be viewed for a period of one year at <https://apps.ltsa.ca/cert> (access code 873012).

I certify this to be an accurate reproduction of title number **FB526256** at 11:00 this 10th day of September, 2024.

  
 \_\_\_\_\_  
 REGISTRAR OF LAND TITLES



<b>Title Issued Under</b>	SECTION 189 LAND TITLE ACT
<b>Land Title District</b> Land Title Office	NELSON NELSON
<b>Title Number</b> From Title Number	FB526256 CA8682084
<b>Application Received</b>	2021-07-16
<b>Application Entered</b>	2021-07-16
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	KS PROPERTY MANAGEMENT INC., INC.NO. BC1281655 220 - 1101 DEWDNEY AVENUE TRAIL, BC V1R 4T1
<b>Taxation Authority</b>	Castlegar, City of

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071136

**Description of Land**

Parcel Identifier: 014-793-512  
 Legal Description:  
 LOT 1 DISTRICT LOT 4598 KOOTENAY DISTRICT PLAN 4520 EXCEPT PLANS 7849,  
 NEP87626 AND EPP110967

**Legal Notations**

HERETO IS ANNEXED EASEMENT CB419138 OVER LOT 60 PLAN NEP87626

HERETO IS ANNEXED EASEMENT CB419150 OVER LOT 59, PLAN NEP87626

HERETO IS ANNEXED EASEMENT CB452586 OVER LOT 56 DISTRICT LOT 4598  
 KOOTENAY DISTRICT PLAN NEP87626

HERETO IS ANNEXED EASEMENT CB618384 OVER LOT 58 DL 4598 KOOTENAY  
 DISTRICT PLAN NEP87626

HERETO IS ANNEXED EASEMENT CB618386 OVER LOT 57 PLAN NEP87626

**Charges, Liens and Interests**

Nature:	RESERVATION
Registration Number:	V18720
Registered Owner:	THE COLUMBIA AND WESTERN RAILWAY COMPANY
Remarks:	INTER ALIA SEE 18239A MODIFIED BY XK91

Nature:	RESERVATION
Registration Number:	18192D
Registration Date and Time:	1930-12-22 10:00
Registered Owner:	COMINCO LTD.
Remarks:	INTER ALIA

Nature:	RIGHT OF WAY
Registration Number:	40174D
Registration Date and Time:	1952-10-22 14:40
Registered Owner:	CITY OF CASTLEGAR
Remarks:	INTER ALIA SEE DF 20934 PART RED ON PLAN 25289D

Nature:	RESERVATION
Registration Number:	XK91
Registration Date and Time:	1996-01-03 08:38
Remarks:	INTER ALIA MODIFICATION OF V18720

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071136

Nature:	COVENANT
Registration Number:	KL83065
Registration Date and Time:	1997-08-07 12:24
Registered Owner:	CITY OF CASTLEGAR
Remarks:	INTER ALIA MODIFIED BY KR121137 MODIFIED BY LB143374
Nature:	COVENANT
Registration Number:	KR121137
Registration Date and Time:	2001-12-20 13:40
Remarks:	INTER ALIA MODIFICATION OF KL83065
Nature:	COVENANT
Registration Number:	KR121138
Registration Date and Time:	2001-12-20 13:41
Registered Owner:	CITY OF CASTLEGAR AND THE CROWN IN RIGHT OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTRY OF TRANSPORTATION
Remarks:	INTER ALIA
Nature:	MODIFICATION
Registration Number:	LB143374
Registration Date and Time:	2007-12-03 11:24
Remarks:	INTER ALIA MODIFICATION OF KL83065
Nature:	COVENANT
Registration Number:	LB182334
Registration Date and Time:	2008-03-31 13:02
Registered Owner:	CITY OF CASTLEGAR
Remarks:	INTER ALIA
Nature:	STATUTORY BUILDING SCHEME
Registration Number:	LB245282
Registration Date and Time:	2008-10-01 13:47
Remarks:	INTER ALIA
Nature:	STATUTORY RIGHT OF WAY
Registration Number:	LB248419
Registration Date and Time:	2008-10-10 14:22
Registered Owner:	FORTISBC INC.
Remarks:	INTER ALIA

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071136

Nature:	COVENANT
Registration Number:	LB343040
Registration Date and Time:	2009-10-02 11:17
Registered Owner:	CITY OF CASTLEGAR
Remarks:	INTER ALIA
Nature:	MORTGAGE
Registration Number:	CA7264705
Registration Date and Time:	2018-12-20 13:24
Registered Owner:	KOOTENAY SAVINGS CREDIT UNION INCORPORATION NO. FI36
Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA7264706
Registration Date and Time:	2018-12-20 13:24
Registered Owner:	KOOTENAY SAVINGS CREDIT UNION INCORPORATION NO. FI36
Nature:	CLAIM OF BUILDERS LIEN
Registration Number:	CB1037364
Registration Date and Time:	2023-11-22 14:40
Registered Owner:	TERUS CONSTRUCTION, A DIVISION OF COLAS WESTERN CANADA INC.
Nature:	CLAIM OF BUILDERS LIEN
Registration Number:	CB1199142
Registration Date and Time:	2024-03-07 09:47
Registered Owner:	MARWEST INDUSTRIES LTD.
Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1249137
Registration Date and Time:	2024-04-08 12:00
Registered Owner:	COLAS WESTERN CANADA INC.
Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1255796
Registration Date and Time:	2024-04-11 12:34
Registered Owner:	MARWEST INDUSTRIES LTD. INCORPORATION NO. BC0287880
Nature:	CLAIM OF BUILDERS LIEN
Registration Number:	CB1270964
Registration Date and Time:	2024-04-19 14:39
Registered Owner:	PENNCO ENGINEERING (BC) LTD. INCORPORATION NO. BC1049186

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

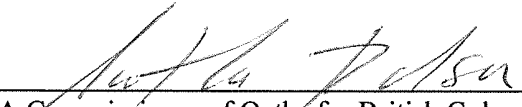
Certificate Number: STSR4071136

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1337424
Registration Date and Time:	2024-05-28 15:28
Registered Owner:	PENNCO ENGINEERING (BC) LTD. INCORPORATION NO. BC1049186
Nature:	CLAIM OF BUILDERS LIEN
Registration Number:	CB1382369
Registration Date and Time:	2024-06-17 15:39
Registered Owner:	GEO STABILIZATION INTERNATIONAL INC. INCORPORATION NO. A0088211
Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1478431
Registration Date and Time:	2024-07-31 09:05
Registered Owner:	GEO STABILIZATION INTERNATIONAL INC.
Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1586442
Registration Date and Time:	2024-09-10 10:58
Registered Owner:	KOOTENAY SAVINGS CREDIT UNION
Remarks:	INTER ALIA
<b>Duplicate Indefeasible Title</b>	NONE OUTSTANDING
<b>Transfers</b>	NONE
<b>Pending Applications</b>	NONE

*This certificate is to be read subject to the provisions of section 23(2) of the Land Title Act(R.S.B.C. 1996 Chapter 250) and may be affected by sections 50 and 55-58 of the Land Act (R.S.B.C. 1996 Chapter 245).*



This is **Exhibit "B"** referred to in the Affidavit of Cherelle Arnesen sworn before me at Kamloops, British Columbia on September 10, 2024.

  
A Commissioner of Oaths for British Columbia

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071137

File Reference: 404-101 F:8 CPL

JENNIFER COCKBILL, MCMILLAN DUBO  
 LLP  
 401 - 121 5TH AVENUE  
 KAMLOOPS BC V2C 0M1

A copy of this State of Title Certificate held by the land title office can be viewed for a period of one year at  
<https://apps.ltsa.ca/cert> (access code 991751).

I certify this to be an accurate reproduction of title number **CA8682086** at 11:00 this 10th day of September, 2024.

  
 \_\_\_\_\_  
 REGISTRAR OF LAND TITLES



<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249)
<b>Land Title District</b> Land Title Office	NELSON NELSON
<b>Title Number</b> From Title Number	CA8682086 CA1640669
<b>Application Received</b>	2021-01-04
<b>Application Entered</b>	2021-01-12
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	KS PROPERTY MANAGEMENT INC., INC.NO. BC1281655 220 - 1101 DEWDNEY AVENUE TRAIL, BC V1R 4T1
<b>Taxation Authority</b>	East Kootenay Assessment Area

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071137

**Description of Land**

Parcel Identifier: 028-270-428

Legal Description:

STRATA LOT 1 DISTRICT LOT 2374 KOOTENAY DISTRICT STRATA PLAN EPS171  
 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
 ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations**

TO THE COMMON PROPERTY IS ANNEXED EASEMENT CA1640781 OVER STRATA LOT  
 30 STRATA PLAN EPS171

HERETO IS ANNEXED EASEMENT LB290756 OVER THAT PART OF LOT 2,  
 PLAN 13247 EXCEPT PLAN 14657 AS SHOWN ON PLAN NEP88763

**Charges, Liens and Interests**

Nature:	EASEMENT
Registration Number:	59232D
Registration Date and Time:	1961-12-01 11:01
Remarks:	INTER ALIA APPURTENANT TO LANDS AS THEREIN SET OUT

Nature:	RIGHT OF WAY
Registration Number:	D3537
Registration Date and Time:	1970-04-22 16:05
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks:	INTER ALIA

Nature:	RENT CHARGE
Registration Number:	LB300161
Registration Date and Time:	2009-04-09 14:10
Registered Owner:	KOOCANUSA UTILITY COMPANY LTD. INCORPORATION NO. BC0808793
Remarks:	INTER ALIA

Nature:	STATUTORY BUILDING SCHEME
Registration Number:	CA1640753
Registration Date and Time:	2010-07-02 10:47
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CA1640760
Registration Date and Time:	2010-07-02 10:47
Registered Owner:	THE CROWN IN RIGHT OF BRITISH COLUMBIA THE REGIONAL DISTRICT OF EAST KOOTENAY
Remarks:	INTER ALIA

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071137

Nature: UNDERSURFACE RIGHTS  
 Registration Number: LB454311  
 Registration Date and Time: 2011-03-11 13:13  
 Remarks: INTER ALIA  
 PURSUANT TO MINERAL LAND TAX ACT - MINERALS HEREIN  
 FORFEITED AND VESTED IN THE CROWN

Nature: MORTGAGE  
 Registration Number: CA7263582  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA7263583  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

Nature: CERTIFICATE OF PENDING LITIGATION  
 Registration Number: CB1586442  
 Registration Date and Time: 2024-09-10 10:58  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 Remarks: INTER ALIA

**Duplicate Infeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

*This certificate is to be read subject to the provisions of section 23(2) of the Land Title Act(R.S.B.C. 1996 Chapter 250) and may be affected by sections 50 and 55-58 of the Land Act (R.S.B.C. 1996 Chapter 245).*

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071138

File Reference: 404-101 F:8 CPL

JENNIFER COCKBILL, MCMILLAN DUBO  
 LLP  
 401 - 121 5TH AVENUE  
 KAMLOOPS BC V2C 0M1

A copy of this State of Title Certificate held by the land title office can be viewed for a period of one year at  
<https://apps.ltsa.ca/cert> (access code 527119).

I certify this to be an accurate reproduction of title number **CA8682089** at 11:00 this 10th day of September, 2024.

  
 \_\_\_\_\_  
 REGISTRAR OF LAND TITLES



<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249)
<b>Land Title District</b> Land Title Office	NELSON NELSON
<b>Title Number</b> From Title Number	CA8682089 CA1640672
<b>Application Received</b>	2021-01-04
<b>Application Entered</b>	2021-01-12
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	KS PROPERTY MANAGEMENT INC., INC.NO. BC1281655 220 - 1101 DEWDNEY AVENUE TRAIL, BC V1R 4T1
<b>Taxation Authority</b>	East Kootenay Assessment Area

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071138

**Description of Land**

Parcel Identifier: 028-270-452  
 Legal Description:  
 STRATA LOT 4 DISTRICT LOT 2374 KOOTENAY DISTRICT STRATA PLAN EPS171  
 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
 ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations**

TO THE COMMON PROPERTY IS ANNEXED EASEMENT CA1640781 OVER STRATA LOT  
 30 STRATA PLAN EPS171

HERETO IS ANNEXED EASEMENT LB290756 OVER THAT PART OF LOT 2,  
 PLAN 13247 EXCEPT PLAN 14657 AS SHOWN ON PLAN NEP88763

**Charges, Liens and Interests**

Nature: EASEMENT  
 Registration Number: 59232D  
 Registration Date and Time: 1961-12-01 11:01  
 Remarks: INTER ALIA  
 APPURTENANT TO LANDS AS THEREIN SET OUT

Nature: RIGHT OF WAY  
 Registration Number: D3537  
 Registration Date and Time: 1970-04-22 16:05  
 Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY  
 Remarks: INTER ALIA

Nature: RENT CHARGE  
 Registration Number: LB300161  
 Registration Date and Time: 2009-04-09 14:10  
 Registered Owner: KOOCANUSA UTILITY COMPANY LTD.  
 INCORPORATION NO. BC0808793  
 Remarks: INTER ALIA

Nature: STATUTORY BUILDING SCHEME  
 Registration Number: CA1640753  
 Registration Date and Time: 2010-07-02 10:47  
 Remarks: INTER ALIA

Nature: COVENANT  
 Registration Number: CA1640760  
 Registration Date and Time: 2010-07-02 10:47  
 Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA  
 THE REGIONAL DISTRICT OF EAST KOOTENAY  
 Remarks: INTER ALIA

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071138

Nature: UNDERSURFACE RIGHTS  
 Registration Number: LB454311  
 Registration Date and Time: 2011-03-11 13:13  
 Remarks: INTER ALIA  
 PURSUANT TO MINERAL LAND TAX ACT - MINERALS HEREIN  
 FORFEITED AND VESTED IN THE CROWN

Nature: MORTGAGE  
 Registration Number: CA7263582  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA7263583  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

Nature: CERTIFICATE OF PENDING LITIGATION  
 Registration Number: CB1586442  
 Registration Date and Time: 2024-09-10 10:58  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 Remarks: INTER ALIA

**Duplicate Infeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

*This certificate is to be read subject to the provisions of section 23(2) of the Land Title Act(R.S.B.C. 1996 Chapter 250) and may be affected by sections 50 and 55-58 of the Land Act (R.S.B.C. 1996 Chapter 245).*

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071139

File Reference: 404-101 F:8 CPL

JENNIFER COCKBILL, MCMILLAN DUBO  
 LLP  
 401 - 121 5TH AVENUE  
 KAMLOOPS BC V2C 0M1

A copy of this State of Title Certificate held by the land title office can be viewed for a period of one year at <https://apps.ltsa.ca/cert> (access code 592675).

I certify this to be an accurate reproduction of title number **CA8682090** at 11:00 this 10th day of September, 2024.

  
 \_\_\_\_\_  
 REGISTRAR OF LAND TITLES



<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249)
<b>Land Title District</b> Land Title Office	NELSON NELSON
<b>Title Number</b> From Title Number	CA8682090 CA1640673
<b>Application Received</b>	2021-01-04
<b>Application Entered</b>	2021-01-12
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	KS PROPERTY MANAGEMENT INC., INC.NO. BC1281655 220 - 1101 DEWDNEY AVENUE TRAIL, BC V1R 4T1
<b>Taxation Authority</b>	East Kootenay Assessment Area



LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071139

**Description of Land**

Parcel Identifier: 028-270-461

Legal Description:

STRATA LOT 5 DISTRICT LOT 2374 KOOTENAY DISTRICT STRATA PLAN EPS171  
 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
 ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations**

TO THE COMMON PROPERTY IS ANNEXED EASEMENT CA1640781 OVER STRATA LOT  
 30 STRATA PLAN EPS171

HERETO IS ANNEXED EASEMENT LB290756 OVER THAT PART OF LOT 2,  
 PLAN 13247 EXCEPT PLAN 14657 AS SHOWN ON PLAN NEP88763

**Charges, Liens and Interests**

Nature:	EASEMENT
Registration Number:	59232D
Registration Date and Time:	1961-12-01 11:01
Remarks:	INTER ALIA APPURTENANT TO LANDS AS THEREIN SET OUT

Nature:	RIGHT OF WAY
Registration Number:	D3537
Registration Date and Time:	1970-04-22 16:05
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks:	INTER ALIA

Nature:	RENT CHARGE
Registration Number:	LB300161
Registration Date and Time:	2009-04-09 14:10
Registered Owner:	KOOCANUSA UTILITY COMPANY LTD. INCORPORATION NO. BC0808793
Remarks:	INTER ALIA

Nature:	STATUTORY BUILDING SCHEME
Registration Number:	CA1640753
Registration Date and Time:	2010-07-02 10:47
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CA1640760
Registration Date and Time:	2010-07-02 10:47
Registered Owner:	THE CROWN IN RIGHT OF BRITISH COLUMBIA THE REGIONAL DISTRICT OF EAST KOOTENAY
Remarks:	INTER ALIA

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071139

Nature: UNDERSURFACE RIGHTS  
 Registration Number: LB454311  
 Registration Date and Time: 2011-03-11 13:13  
 Remarks: INTER ALIA  
 PURSUANT TO MINERAL LAND TAX ACT - MINERALS HEREIN  
 FORFEITED AND VESTED IN THE CROWN

Nature: MORTGAGE  
 Registration Number: CA7263582  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA7263583  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

Nature: CERTIFICATE OF PENDING LITIGATION  
 Registration Number: CB1586442  
 Registration Date and Time: 2024-09-10 10:58  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 Remarks: INTER ALIA

**Duplicate Infeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

*This certificate is to be read subject to the provisions of section 23(2) of the Land Title Act(R.S.B.C. 1996 Chapter 250) and may be affected by sections 50 and 55-58 of the Land Act (R.S.B.C. 1996 Chapter 245).*

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

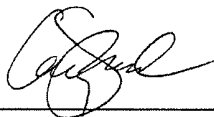
Certificate Number: STSR4071140

File Reference: 404-101 F:8 CPL

JENNIFER COCKBILL, MCMILLAN DUBO  
 LLP  
 401 - 121 5TH AVENUE  
 KAMLOOPS BC V2C 0M1

A copy of this State of Title Certificate held by the land title office can be viewed for a period of one year at <https://apps.ltsa.ca/cert> (access code 535041).

I certify this to be an accurate reproduction of title number **CA8682108** at 11:00 this 10th day of September, 2024.

  
 \_\_\_\_\_  
 REGISTRAR OF LAND TITLES



<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249)
<b>Land Title District</b> Land Title Office	NELSON NELSON
<b>Title Number</b> From Title Number	CA8682108 CA1640712
<b>Application Received</b>	2021-01-04
<b>Application Entered</b>	2021-01-12
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	KS PROPERTY MANAGEMENT INC., INC.NO. BC1281655 220 - 1101 DEWDNEY AVENUE TRAIL, BC V1R 4T1
<b>Taxation Authority</b>	East Kootenay Assessment Area

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071140

**Description of Land**

Parcel Identifier: 028-270-860  
 Legal Description:  
 STRATA LOT 44 DISTRICT LOT 2374 KOOTENAY DISTRICT STRATA PLAN EPS171  
 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
 ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations**

TO THE COMMON PROPERTY IS ANNEXED EASEMENT CA1640781 OVER STRATA LOT  
 30 STRATA PLAN EPS171

HERETO IS ANNEXED EASEMENT LB290756 OVER THAT PART OF LOT 2,  
 PLAN 13247 EXCEPT PLAN 14657 AS SHOWN ON PLAN NEP88763

**Charges, Liens and Interests**

Nature: EASEMENT  
 Registration Number: 59232D  
 Registration Date and Time: 1961-12-01 11:01  
 Remarks: INTER ALIA  
 APPURTENANT TO LANDS AS THEREIN SET OUT

Nature: RIGHT OF WAY  
 Registration Number: D3537  
 Registration Date and Time: 1970-04-22 16:05  
 Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY  
 Remarks: INTER ALIA

Nature: RENT CHARGE  
 Registration Number: LB300161  
 Registration Date and Time: 2009-04-09 14:10  
 Registered Owner: KOOCANUSA UTILITY COMPANY LTD.  
 INCORPORATION NO. BC0808793  
 Remarks: INTER ALIA

Nature: STATUTORY BUILDING SCHEME  
 Registration Number: CA1640753  
 Registration Date and Time: 2010-07-02 10:47  
 Remarks: INTER ALIA

Nature: COVENANT  
 Registration Number: CA1640760  
 Registration Date and Time: 2010-07-02 10:47  
 Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA  
 THE REGIONAL DISTRICT OF EAST KOOTENAY  
 Remarks: INTER ALIA

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071140

Nature: STATUTORY RIGHT OF WAY  
 Registration Number: CA1640777  
 Registration Date and Time: 2010-07-02 10:47  
 Registered Owner: KOOCANUSA UTILITY COMPANY LTD.  
 INCORPORATION NO. BC0808793  
 Remarks: INTER ALIA

Nature: UNDERSURFACE RIGHTS  
 Registration Number: LB454311  
 Registration Date and Time: 2011-03-11 13:13  
 Remarks: INTER ALIA  
 PURSUANT TO MINERAL LAND TAX ACT - MINERALS HEREIN  
 FORFEITED AND VESTED IN THE CROWN

Nature: MORTGAGE  
 Registration Number: CA7263582  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA7263583  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

Nature: CERTIFICATE OF PENDING LITIGATION  
 Registration Number: CB1586442  
 Registration Date and Time: 2024-09-10 10:58  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 Remarks: INTER ALIA

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

*This certificate is to be read subject to the provisions of section 23(2) of the Land Title Act(R.S.B.C. 1996 Chapter 250) and may be affected by sections 50 and 55-58 of the Land Act (R.S.B.C. 1996 Chapter 245).*

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071141

File Reference: 404-101 F:8 CPL

JENNIFER COCKBILL, MCMILLAN DUBO  
 LLP  
 401 - 121 5TH AVENUE  
 KAMLOOPS BC V2C 0M1

A copy of this State of Title Certificate held by the land title office can be viewed for a period of one year at  
<https://apps.ltsa.ca/cert> (access code 994911).

I certify this to be an accurate reproduction of title number **CA8682109** at 11:00 this 10th day of September, 2024.

  
 \_\_\_\_\_  
 REGISTRAR OF LAND TITLES



<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249)
<b>Land Title District</b> Land Title Office	NELSON NELSON
<b>Title Number</b> From Title Number	CA8682109 CA1640713
<b>Application Received</b>	2021-01-04
<b>Application Entered</b>	2021-01-12
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	KS PROPERTY MANAGEMENT INC., INC.NO. BC1281655 220 - 1101 DEWDNEY AVENUE TRAIL, BC V1R 4T1
<b>Taxation Authority</b>	East Kootenay Assessment Area

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071141

**Description of Land**

Parcel Identifier: 028-270-878

Legal Description:

STRATA LOT 45 DISTRICT LOT 2374 KOOTENAY DISTRICT STRATA PLAN EPS171  
 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
 ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations**

TO THE COMMON PROPERTY IS ANNEXED EASEMENT CA1640781 OVER STRATA LOT  
 30 STRATA PLAN EPS171

HERETO IS ANNEXED EASEMENT LB290756 OVER THAT PART OF LOT 2,  
 PLAN 13247 EXCEPT PLAN 14657 AS SHOWN ON PLAN NEP88763

**Charges, Liens and Interests**

Nature: EASEMENT  
 Registration Number: 59232D  
 Registration Date and Time: 1961-12-01 11:01  
 Remarks: INTER ALIA  
 APPURTENANT TO LANDS AS THEREIN SET OUT

Nature: RIGHT OF WAY  
 Registration Number: D3537  
 Registration Date and Time: 1970-04-22 16:05  
 Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY  
 Remarks: INTER ALIA

Nature: RENT CHARGE  
 Registration Number: LB300161  
 Registration Date and Time: 2009-04-09 14:10  
 Registered Owner: KOOCANUSA UTILITY COMPANY LTD.  
 INCORPORATION NO. BC0808793  
 Remarks: INTER ALIA

Nature: STATUTORY BUILDING SCHEME  
 Registration Number: CA1640753  
 Registration Date and Time: 2010-07-02 10:47  
 Remarks: INTER ALIA

Nature: COVENANT  
 Registration Number: CA1640760  
 Registration Date and Time: 2010-07-02 10:47  
 Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA  
 THE REGIONAL DISTRICT OF EAST KOOTENAY  
 Remarks: INTER ALIA

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071141

Nature: STATUTORY RIGHT OF WAY  
 Registration Number: CA1640777  
 Registration Date and Time: 2010-07-02 10:47  
 Registered Owner: KOOCANUSA UTILITY COMPANY LTD.  
 INCORPORATION NO. BC0808793  
 Remarks: INTER ALIA

Nature: UNDERSURFACE RIGHTS  
 Registration Number: LB454311  
 Registration Date and Time: 2011-03-11 13:13  
 Remarks: INTER ALIA  
 PURSUANT TO MINERAL LAND TAX ACT - MINERALS HEREIN  
 FORFEITED AND VESTED IN THE CROWN

Nature: MORTGAGE  
 Registration Number: CA7263582  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA7263583  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

Nature: CERTIFICATE OF PENDING LITIGATION  
 Registration Number: CB1586442  
 Registration Date and Time: 2024-09-10 10:58  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 Remarks: INTER ALIA

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

*This certificate is to be read subject to the provisions of section 23(2) of the Land Title Act(R.S.B.C. 1996 Chapter 250) and may be affected by sections 50 and 55-58 of the Land Act (R.S.B.C. 1996 Chapter 245).*



LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071151

File Reference: 404-101 F:8 CPL

JENNIFER COCKBILL, MCMILLAN DUBO  
 LLP  
 401 - 121 5TH AVENUE  
 KAMLOOPS BC V2C 0M1

A copy of this State of Title Certificate held by the land title office can be viewed for a period of one year at <https://apps.ltsa.ca/cert> (access code 907631).

I certify this to be an accurate reproduction of title number **CA8682110** at 11:00 this 10th day of September, 2024.

  
 \_\_\_\_\_  
 REGISTRAR OF LAND TITLES



<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249)
<b>Land Title District</b> Land Title Office	NELSON NELSON
<b>Title Number</b> From Title Number	CA8682110 CA1640714
<b>Application Received</b>	2021-01-04
<b>Application Entered</b>	2021-01-12
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	KS PROPERTY MANAGEMENT INC., INC.NO. BC1281655 220 - 1101 DEWDNEY AVENUE TRAIL, BC V1R 4T1
<b>Taxation Authority</b>	East Kootenay Assessment Area

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071151

**Description of Land**

Parcel Identifier: 028-270-886  
 Legal Description:  
 STRATA LOT 46 DISTRICT LOT 2374 KOOTENAY DISTRICT STRATA PLAN EPS171  
 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
 ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations**

TO THE COMMON PROPERTY IS ANNEXED EASEMENT CA1640781 OVER STRATA LOT  
 30 STRATA PLAN EPS171

HERETO IS ANNEXED EASEMENT LB290756 OVER THAT PART OF LOT 2,  
 PLAN 13247 EXCEPT PLAN 14657 AS SHOWN ON PLAN NEP88763

**Charges, Liens and Interests**

Nature: EASEMENT  
 Registration Number: 59232D  
 Registration Date and Time: 1961-12-01 11:01  
 Remarks: INTER ALIA  
 APPURTENANT TO LANDS AS THEREIN SET OUT

Nature: RIGHT OF WAY  
 Registration Number: D3537  
 Registration Date and Time: 1970-04-22 16:05  
 Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY  
 Remarks: INTER ALIA

Nature: RENT CHARGE  
 Registration Number: LB300161  
 Registration Date and Time: 2009-04-09 14:10  
 Registered Owner: KOOCANUSA UTILITY COMPANY LTD.  
 INCORPORATION NO. BC0808793  
 Remarks: INTER ALIA

Nature: STATUTORY BUILDING SCHEME  
 Registration Number: CA1640753  
 Registration Date and Time: 2010-07-02 10:47  
 Remarks: INTER ALIA

Nature: COVENANT  
 Registration Number: CA1640760  
 Registration Date and Time: 2010-07-02 10:47  
 Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA  
 THE REGIONAL DISTRICT OF EAST KOOTENAY  
 Remarks: INTER ALIA

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071151

Nature: STATUTORY RIGHT OF WAY  
 Registration Number: CA1640777  
 Registration Date and Time: 2010-07-02 10:47  
 Registered Owner: KOOCANUSA UTILITY COMPANY LTD.  
 INCORPORATION NO. BC0808793  
 Remarks: INTER ALIA

Nature: UNDERSURFACE RIGHTS  
 Registration Number: LB454311  
 Registration Date and Time: 2011-03-11 13:13  
 Remarks: INTER ALIA  
 PURSUANT TO MINERAL LAND TAX ACT - MINERALS HEREIN  
 FORFEITED AND VESTED IN THE CROWN

Nature: MORTGAGE  
 Registration Number: CA7263582  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA7263583  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

Nature: CERTIFICATE OF PENDING LITIGATION  
 Registration Number: CB1586442  
 Registration Date and Time: 2024-09-10 10:58  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 Remarks: INTER ALIA

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

*This certificate is to be read subject to the provisions of section 23(2) of the Land Title Act(R.S.B.C. 1996 Chapter 250) and may be affected by sections 50 and 55-58 of the Land Act (R.S.B.C. 1996 Chapter 245).*

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071152

File Reference: 404-101 F:8 CPL

JENNIFER COCKBILL, MCMILLAN DUBO  
 LLP  
 401 - 121 5TH AVENUE  
 KAMLOOPS BC V2C 0M1

A copy of this State of Title Certificate held by the land title office can be viewed for a period of one year at  
<https://apps.ltsa.ca/cert> (access code 155403).

I certify this to be an accurate reproduction of title number **CA8682111** at 11:00 this 10th day of September, 2024.

  
 \_\_\_\_\_  
 REGISTRAR OF LAND TITLES



<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249)
<b>Land Title District</b> Land Title Office	NELSON NELSON
<b>Title Number</b> From Title Number	CA8682111 CA1640715
<b>Application Received</b>	2021-01-04
<b>Application Entered</b>	2021-01-12
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	KS PROPERTY MANAGEMENT INC., INC.NO. BC1281655 220 - 1101 DEWDNEY AVENUE TRAIL, BC V1R 4T1
<b>Taxation Authority</b>	East Kootenay Assessment Area

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071152

**Description of Land**

Parcel Identifier: 028-270-894

Legal Description:

STRATA LOT 47 DISTRICT LOT 2374 KOOTENAY DISTRICT STRATA PLAN EPS171  
 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
 ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations**

TO THE COMMON PROPERTY IS ANNEXED EASEMENT CA1640781 OVER STRATA LOT  
 30 STRATA PLAN EPS171

HERETO IS ANNEXED EASEMENT CA1640785 OVER STRATA LOT 48 STRATA PLAN  
 EPS171

HERETO IS ANNEXED EASEMENT LB290756 OVER THAT PART OF LOT 2,  
 PLAN 13247 EXCEPT PLAN 14657 AS SHOWN ON PLAN NEP88763

**Charges, Liens and Interests**

Nature: EASEMENT  
 Registration Number: 59232D  
 Registration Date and Time: 1961-12-01 11:01  
 Remarks: INTER ALIA  
 APPURTENANT TO LANDS AS THEREIN SET OUT

Nature: RIGHT OF WAY  
 Registration Number: D3537  
 Registration Date and Time: 1970-04-22 16:05  
 Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY  
 Remarks: INTER ALIA

Nature: RENT CHARGE  
 Registration Number: LB300161  
 Registration Date and Time: 2009-04-09 14:10  
 Registered Owner: KOOCANUSA UTILITY COMPANY LTD.  
 INCORPORATION NO. BC0808793  
 Remarks: INTER ALIA

Nature: STATUTORY BUILDING SCHEME  
 Registration Number: CA1640753  
 Registration Date and Time: 2010-07-02 10:47  
 Remarks: INTER ALIA

Nature: COVENANT  
 Registration Number: CA1640760  
 Registration Date and Time: 2010-07-02 10:47  
 Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA  
 THE REGIONAL DISTRICT OF EAST KOOTENAY  
 Remarks: INTER ALIA

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071152

Nature:	UNDERSURFACE RIGHTS
Registration Number:	LB454311
Registration Date and Time:	2011-03-11 13:13
Remarks:	INTER ALIA PURSUANT TO MINERAL LAND TAX ACT - MINERALS HEREIN FORFEITED AND VESTED IN THE CROWN

Nature:	MORTGAGE
Registration Number:	CA7263582
Registration Date and Time:	2018-12-20 11:05
Registered Owner:	KOOTENAY SAVINGS CREDIT UNION INCORPORATION NO. FI36
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA7263583
Registration Date and Time:	2018-12-20 11:05
Registered Owner:	KOOTENAY SAVINGS CREDIT UNION INCORPORATION NO. FI36
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1586442
Registration Date and Time:	2024-09-10 10:58
Registered Owner:	KOOTENAY SAVINGS CREDIT UNION
Remarks:	INTER ALIA

<b>Duplicate Infeasible Title</b>	NONE OUTSTANDING
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<b>Transfers</b>	NONE
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<b>Pending Applications</b>	NONE
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*This certificate is to be read subject to the provisions of section 23(2) of the Land Title Act(R.S.B.C. 1996 Chapter 250) and may be affected by sections 50 and 55-58 of the Land Act (R.S.B.C. 1996 Chapter 245).*

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

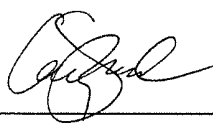
Certificate Number: STSR4071142

File Reference: 404-101 F:8 CPL

JENNIFER COCKBILL, MCMILLAN DUBO  
 LLP  
 401 - 121 5TH AVENUE  
 KAMLOOPS BC V2C 0M1

A copy of this State of Title Certificate held by the land title office can be viewed for a period of one year at <https://apps.ltsa.ca/cert> (access code 879895).

I certify this to be an accurate reproduction of title number **CA8682112** at 11:00 this 10th day of September, 2024.

  
 \_\_\_\_\_  
 REGISTRAR OF LAND TITLES



<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249)
<b>Land Title District</b> Land Title Office	NELSON NELSON
<b>Title Number</b> From Title Number	CA8682112 CA1640716
<b>Application Received</b>	2021-01-04
<b>Application Entered</b>	2021-01-12
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	KS PROPERTY MANAGEMENT INC., INC.NO. BC1281655 220 - 1101 DEWDNEY AVENUE TRAIL, BC V1R 4T1
<b>Taxation Authority</b>	East Kootenay Assessment Area

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071142

**Description of Land**

Parcel Identifier: 028-270-908  
 Legal Description:  
 STRATA LOT 48 DISTRICT LOT 2374 KOOTENAY DISTRICT STRATA PLAN EPS171  
 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
 ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations**

TO THE COMMON PROPERTY IS ANNEXED EASEMENT CA1640781 OVER STRATA LOT  
 30 STRATA PLAN EPS171

HERETO IS ANNEXED EASEMENT LB290756 OVER THAT PART OF LOT 2,  
 PLAN 13247 EXCEPT PLAN 14657 AS SHOWN ON PLAN NEP88763

**Charges, Liens and Interests**

Nature: EASEMENT  
 Registration Number: 59232D  
 Registration Date and Time: 1961-12-01 11:01  
 Remarks: INTER ALIA  
 APPURTENANT TO LANDS AS THEREIN SET OUT

Nature: RIGHT OF WAY  
 Registration Number: D3537  
 Registration Date and Time: 1970-04-22 16:05  
 Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY  
 Remarks: INTER ALIA

Nature: RENT CHARGE  
 Registration Number: LB300161  
 Registration Date and Time: 2009-04-09 14:10  
 Registered Owner: KOOCANUSA UTILITY COMPANY LTD.  
 INCORPORATION NO. BC0808793  
 Remarks: INTER ALIA

Nature: STATUTORY BUILDING SCHEME  
 Registration Number: CA1640753  
 Registration Date and Time: 2010-07-02 10:47  
 Remarks: INTER ALIA

Nature: COVENANT  
 Registration Number: CA1640760  
 Registration Date and Time: 2010-07-02 10:47  
 Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA  
 THE REGIONAL DISTRICT OF EAST KOOTENAY  
 Remarks: INTER ALIA



LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071142

Nature: EASEMENT  
 Registration Number: CA1640785  
 Registration Date and Time: 2010-07-02 10:47  
 Remarks: APPURTENANT TO STRATA LOT 47 STRATA PLAN  
 EPS171

Nature: UNDERSURFACE RIGHTS  
 Registration Number: LB454311  
 Registration Date and Time: 2011-03-11 13:13  
 Remarks: INTER ALIA  
 PURSUANT TO MINERAL LAND TAX ACT - MINERALS HEREIN  
 FORFEITED AND VESTED IN THE CROWN

Nature: MORTGAGE  
 Registration Number: CA7263582  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA7263583  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

Nature: CERTIFICATE OF PENDING LITIGATION  
 Registration Number: CB1586442  
 Registration Date and Time: 2024-09-10 10:58  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 Remarks: INTER ALIA

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

*This certificate is to be read subject to the provisions of section 23(2) of the Land Title Act(R.S.B.C. 1996 Chapter 250) and may be affected by sections 50 and 55-58 of the Land Act (R.S.B.C. 1996 Chapter 245).*

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071143

File Reference: 404-101 F:8 CPL

JENNIFER COCKBILL, MCMILLAN DUBO  
 LLP  
 401 - 121 5TH AVENUE  
 KAMLOOPS BC V2C 0M1

A copy of this State of Title Certificate held by the land title office can be viewed for a period of one year at  
<https://apps.ltsa.ca/cert> (access code 741553).

I certify this to be an accurate reproduction of title number **CA8682114** at 11:00 this 10th day of September, 2024.

  
 \_\_\_\_\_  
 REGISTRAR OF LAND TITLES



<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249)
<b>Land Title District</b> Land Title Office	NELSON NELSON
<b>Title Number</b> From Title Number	CA8682114 CA1640723
<b>Application Received</b>	2021-01-04
<b>Application Entered</b>	2021-01-12
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	KS PROPERTY MANAGEMENT INC., INC.NO. BC1281655 220 - 1101 DEWDNEY AVENUE TRAIL, BC V1R 4T1
<b>Taxation Authority</b>	East Kootenay Assessment Area

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071143

**Description of Land**

Parcel Identifier: 028-270-975

Legal Description:

STRATA LOT 55 DISTRICT LOT 2374 KOOTENAY DISTRICT STRATA PLAN EPS171  
 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
 ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations**

TO THE COMMON PROPERTY IS ANNEXED EASEMENT CA1640781 OVER STRATA LOT  
 30 STRATA PLAN EPS171

HERETO IS ANNEXED EASEMENT LB290756 OVER THAT PART OF LOT 2,  
 PLAN 13247 EXCEPT PLAN 14657 AS SHOWN ON PLAN NEP88763

**Charges, Liens and Interests**

Nature:	EASEMENT
Registration Number:	59232D
Registration Date and Time:	1961-12-01 11:01
Remarks:	INTER ALIA APPURTENANT TO LANDS AS THEREIN SET OUT

Nature:	RIGHT OF WAY
Registration Number:	D3537
Registration Date and Time:	1970-04-22 16:05
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks:	INTER ALIA

Nature:	RENT CHARGE
Registration Number:	LB300161
Registration Date and Time:	2009-04-09 14:10
Registered Owner:	KOOCANUSA UTILITY COMPANY LTD. INCORPORATION NO. BC0808793
Remarks:	INTER ALIA

Nature:	STATUTORY BUILDING SCHEME
Registration Number:	CA1640753
Registration Date and Time:	2010-07-02 10:47
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CA1640760
Registration Date and Time:	2010-07-02 10:47
Registered Owner:	THE CROWN IN RIGHT OF BRITISH COLUMBIA THE REGIONAL DISTRICT OF EAST KOOTENAY
Remarks:	INTER ALIA

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071143

Nature:	UNDERSURFACE RIGHTS
Registration Number:	LB454311
Registration Date and Time:	2011-03-11 13:13
Remarks:	INTER ALIA PURSUANT TO MINERAL LAND TAX ACT - MINERALS HEREIN FORFEITED AND VESTED IN THE CROWN

Nature:	MORTGAGE
Registration Number:	CA7263582
Registration Date and Time:	2018-12-20 11:05
Registered Owner:	KOOTENAY SAVINGS CREDIT UNION INCORPORATION NO. FI36
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA7263583
Registration Date and Time:	2018-12-20 11:05
Registered Owner:	KOOTENAY SAVINGS CREDIT UNION INCORPORATION NO. FI36
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1586442
Registration Date and Time:	2024-09-10 10:58
Registered Owner:	KOOTENAY SAVINGS CREDIT UNION
Remarks:	INTER ALIA

<b>Duplicate Infeasible Title</b>	NONE OUTSTANDING
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<b>Transfers</b>	NONE
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<b>Pending Applications</b>	NONE
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*This certificate is to be read subject to the provisions of section 23(2) of the Land Title Act(R.S.B.C. 1996 Chapter 250) and may be affected by sections 50 and 55-58 of the Land Act (R.S.B.C. 1996 Chapter 245).*

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

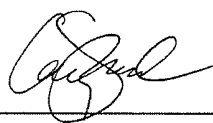
Certificate Number: STSR4071144

File Reference: 404-101 F:8 CPL

JENNIFER COCKBILL, MCMILLAN DUBO  
 LLP  
 401 - 121 5TH AVENUE  
 KAMLOOPS BC V2C 0M1

A copy of this State of Title Certificate held by the land title office can be viewed for a period of one year at <https://apps.ltsa.ca/cert> (access code 802254).

I certify this to be an accurate reproduction of title number **CA8682115** at 11:00 this 10th day of September, 2024.

  
 REGISTRAR OF LAND TITLES



<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249)
<b>Land Title District</b> Land Title Office	NELSON NELSON
<b>Title Number</b> From Title Number	CA8682115 CA1640724
<b>Application Received</b>	2021-01-04
<b>Application Entered</b>	2021-01-12
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	KS PROPERTY MANAGEMENT INC., INC.NO. BC1281655 220 - 1101 DEWDNEY AVENUE TRAIL, BC V1R 4T1
<b>Taxation Authority</b>	East Kootenay Assessment Area

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071144

**Description of Land**

Parcel Identifier: 028-270-983  
 Legal Description:  
 STRATA LOT 56 DISTRICT LOT 2374 KOOTENAY DISTRICT STRATA PLAN EPS171  
 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
 ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations**

TO THE COMMON PROPERTY IS ANNEXED EASEMENT CA1640781 OVER STRATA LOT  
 30 STRATA PLAN EPS171

HERETO IS ANNEXED EASEMENT LB290756 OVER THAT PART OF LOT 2,  
 PLAN 13247 EXCEPT PLAN 14657 AS SHOWN ON PLAN NEP88763

**Charges, Liens and Interests**

Nature: EASEMENT  
 Registration Number: 59232D  
 Registration Date and Time: 1961-12-01 11:01  
 Remarks: INTER ALIA  
 APPURTENANT TO LANDS AS THEREIN SET OUT

Nature: RIGHT OF WAY  
 Registration Number: D3537  
 Registration Date and Time: 1970-04-22 16:05  
 Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY  
 Remarks: INTER ALIA

Nature: RENT CHARGE  
 Registration Number: LB300161  
 Registration Date and Time: 2009-04-09 14:10  
 Registered Owner: KOOCANUSA UTILITY COMPANY LTD.  
 INCORPORATION NO. BC0808793  
 Remarks: INTER ALIA

Nature: STATUTORY BUILDING SCHEME  
 Registration Number: CA1640753  
 Registration Date and Time: 2010-07-02 10:47  
 Remarks: INTER ALIA

Nature: COVENANT  
 Registration Number: CA1640760  
 Registration Date and Time: 2010-07-02 10:47  
 Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA  
 THE REGIONAL DISTRICT OF EAST KOOTENAY  
 Remarks: INTER ALIA

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071144

Nature: UNDERSURFACE RIGHTS  
 Registration Number: LB454311  
 Registration Date and Time: 2011-03-11 13:13  
 Remarks: INTER ALIA  
 PURSUANT TO MINERAL LAND TAX ACT - MINERALS HEREIN  
 FORFEITED AND VESTED IN THE CROWN

Nature: MORTGAGE  
 Registration Number: CA7263582  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. F136  
 Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA7263583  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. F136  
 Remarks: INTER ALIA

Nature: CERTIFICATE OF PENDING LITIGATION  
 Registration Number: CB1586442  
 Registration Date and Time: 2024-09-10 10:58  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 Remarks: INTER ALIA

**Duplicate Infeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

*This certificate is to be read subject to the provisions of section 23(2) of the Land Title Act(R.S.B.C. 1996 Chapter 250) and may be affected by sections 50 and 55-58 of the Land Act (R.S.B.C. 1996 Chapter 245).*

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

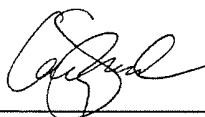
Certificate Number: STSR4071145

File Reference: 404-101 F:8 CPL

JENNIFER COCKBILL, MCMILLAN DUBO  
 LLP  
 401 - 121 5TH AVENUE  
 KAMLOOPS BC V2C 0M1

A copy of this State of Title Certificate held by the land title office can be viewed for a period of one year at  
<https://apps.ltsa.ca/cert> (access code 473326).

I certify this to be an accurate reproduction of title number **CA8682116** at 11:00 this 10th day of September, 2024.

  
 \_\_\_\_\_  
 REGISTRAR OF LAND TITLES



<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249)
<b>Land Title District</b> Land Title Office	NELSON NELSON
<b>Title Number</b> From Title Number	CA8682116 CA1640725
<b>Application Received</b>	2021-01-04
<b>Application Entered</b>	2021-01-12
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	KS PROPERTY MANAGEMENT INC., INC.NO. BC1281655 220 - 1101 DEWDNEY AVENUE TRAIL, BC V1R 4T1
<b>Taxation Authority</b>	East Kootenay Assessment Area



LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071145

**Description of Land**

Parcel Identifier: 028-270-991

Legal Description:

STRATA LOT 57 DISTRICT LOT 2374 KOOTENAY DISTRICT STRATA PLAN EPS171  
 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
 ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations**

TO THE COMMON PROPERTY IS ANNEXED EASEMENT CA1640781 OVER STRATA LOT  
 30 STRATA PLAN EPS171

HERETO IS ANNEXED EASEMENT LB290756 OVER THAT PART OF LOT 2,  
 PLAN 13247 EXCEPT PLAN 14657 AS SHOWN ON PLAN NEP88763

**Charges, Liens and Interests**

Nature: EASEMENT  
 Registration Number: 59232D  
 Registration Date and Time: 1961-12-01 11:01  
 Remarks: INTER ALIA  
 APPURTENANT TO LANDS AS THEREIN SET OUT

Nature: RIGHT OF WAY  
 Registration Number: D3537  
 Registration Date and Time: 1970-04-22 16:05  
 Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY  
 Remarks: INTER ALIA

Nature: RENT CHARGE  
 Registration Number: LB300161  
 Registration Date and Time: 2009-04-09 14:10  
 Registered Owner: KOOCANUSA UTILITY COMPANY LTD.  
 INCORPORATION NO. BC0808793  
 Remarks: INTER ALIA

Nature: STATUTORY BUILDING SCHEME  
 Registration Number: CA1640753  
 Registration Date and Time: 2010-07-02 10:47  
 Remarks: INTER ALIA

Nature: COVENANT  
 Registration Number: CA1640760  
 Registration Date and Time: 2010-07-02 10:47  
 Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA  
 THE REGIONAL DISTRICT OF EAST KOOTENAY  
 Remarks: INTER ALIA

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071145

Nature: COVENANT  
 Registration Number: CA1640764  
 Registration Date and Time: 2010-07-02 10:47  
 Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA  
 THE REGIONAL DISTRICT OF EAST KOOTENAY  
 Remarks: INTER ALIA

Nature: UNDERSURFACE RIGHTS  
 Registration Number: LB454311  
 Registration Date and Time: 2011-03-11 13:13  
 Remarks: INTER ALIA  
 PURSUANT TO MINERAL LAND TAX ACT - MINERALS HEREIN  
 FORFEITED AND VESTED IN THE CROWN

Nature: MORTGAGE  
 Registration Number: CA7263582  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA7263583  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

Nature: CERTIFICATE OF PENDING LITIGATION  
 Registration Number: CB1586442  
 Registration Date and Time: 2024-09-10 10:58  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 Remarks: INTER ALIA

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

*This certificate is to be read subject to the provisions of section 23(2) of the Land Title Act(R.S.B.C. 1996 Chapter 250) and may be affected by sections 50 and 55-58 of the Land Act (R.S.B.C. 1996 Chapter 245).*

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

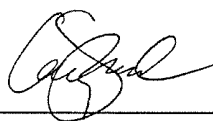
Certificate Number: STSR4071146

File Reference: 404-101 F:8 CPL

JENNIFER COCKBILL, MCMILLAN DUBO  
 LLP  
 401 - 121 5TH AVENUE  
 KAMLOOPS BC V2C 0M1

A copy of this State of Title Certificate held by the land title office can be viewed for a period of one year at  
<https://apps.ltsa.ca/cert> (access code 783205).

I certify this to be an accurate reproduction of title number **CA8682117** at 11:00 this 10th day of September, 2024.

  
 \_\_\_\_\_  
 REGISTRAR OF LAND TITLES



<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249)
<b>Land Title District</b> Land Title Office	NELSON NELSON
<b>Title Number</b> From Title Number	CA8682117 CA1640726
<b>Application Received</b>	2021-01-04
<b>Application Entered</b>	2021-01-12
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	KS PROPERTY MANAGEMENT INC., INC.NO. BC1281655 220 - 1101 DEWDNEY AVENUE TRAIL, BC V1R 4T1
<b>Taxation Authority</b>	East Kootenay Assessment Area

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071146

**Description of Land**

Parcel Identifier: 028-271-009

Legal Description:

STRATA LOT 58 DISTRICT LOT 2374 KOOTENAY DISTRICT STRATA PLAN EPS171  
 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
 ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations**

TO THE COMMON PROPERTY IS ANNEXED EASEMENT CA1640781 OVER STRATA LOT  
 30 STRATA PLAN EPS171

HERETO IS ANNEXED EASEMENT LB290756 OVER THAT PART OF LOT 2,  
 PLAN 13247 EXCEPT PLAN 14657 AS SHOWN ON PLAN NEP88763

**Charges, Liens and Interests**

Nature: EASEMENT  
 Registration Number: 59232D  
 Registration Date and Time: 1961-12-01 11:01  
 Remarks: INTER ALIA  
 APPURTENANT TO LANDS AS THEREIN SET OUT

Nature: RIGHT OF WAY  
 Registration Number: D3537  
 Registration Date and Time: 1970-04-22 16:05  
 Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY  
 Remarks: INTER ALIA

Nature: RENT CHARGE  
 Registration Number: LB300161  
 Registration Date and Time: 2009-04-09 14:10  
 Registered Owner: KOOCANUSA UTILITY COMPANY LTD.  
 INCORPORATION NO. BC0808793  
 Remarks: INTER ALIA

Nature: STATUTORY BUILDING SCHEME  
 Registration Number: CA1640753  
 Registration Date and Time: 2010-07-02 10:47  
 Remarks: INTER ALIA

Nature: COVENANT  
 Registration Number: CA1640760  
 Registration Date and Time: 2010-07-02 10:47  
 Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA  
 THE REGIONAL DISTRICT OF EAST KOOTENAY  
 Remarks: INTER ALIA

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071146

Nature: COVENANT  
 Registration Number: CA1640764  
 Registration Date and Time: 2010-07-02 10:47  
 Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA  
 THE REGIONAL DISTRICT OF EAST KOOTENAY  
 Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY  
 Registration Number: CA1640772  
 Registration Date and Time: 2010-07-02 10:47  
 Registered Owner: KOOCANUSA UTILITY COMPANY LTD.  
 INCORPORATION NO. BC0808793  
 Remarks: INTER ALIA

Nature: UNDERSURFACE RIGHTS  
 Registration Number: LB454311  
 Registration Date and Time: 2011-03-11 13:13  
 Remarks: INTER ALIA  
 PURSUANT TO MINERAL LAND TAX ACT - MINERALS HEREIN  
 FORFEITED AND VESTED IN THE CROWN

Nature: MORTGAGE  
 Registration Number: CA7263582  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA7263583  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

Nature: CERTIFICATE OF PENDING LITIGATION  
 Registration Number: CB1586442  
 Registration Date and Time: 2024-09-10 10:58  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 Remarks: INTER ALIA

**Duplicate Infeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

LAND TITLE OFFICE

**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071146

*This certificate is to be read subject to the provisions of section 23(2) of the Land Title Act(R.S.B.C. 1996 Chapter 250) and may be affected by sections 50 and 55-58 of the Land Act (R.S.B.C. 1996 Chapter 245).*

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071147

File Reference: 404-101 F:8 CPL

JENNIFER COCKBILL, MCMILLAN DUBO  
 LLP  
 401 - 121 5TH AVENUE  
 KAMLOOPS BC V2C 0M1

A copy of this State of Title Certificate held by the land title office can be viewed for a period of one year at <https://apps.ltsa.ca/cert> (access code 409932).

I certify this to be an accurate reproduction of title number **CA8682118** at 11:00 this 10th day of September, 2024.

  
 \_\_\_\_\_  
 REGISTRAR OF LAND TITLES



<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249)
<b>Land Title District</b> Land Title Office	NELSON NELSON
<b>Title Number</b> From Title Number	CA8682118 CA1640727
<b>Application Received</b>	2021-01-04
<b>Application Entered</b>	2021-01-12
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	KS PROPERTY MANAGEMENT INC., INC.NO. BC1281655 220 - 1101 DEWDNEY AVENUE TRAIL, BC V1R 4T1
<b>Taxation Authority</b>	East Kootenay Assessment Area

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071147

**Description of Land**

Parcel Identifier: 028-271-017

Legal Description:

STRATA LOT 59 DISTRICT LOT 2374 KOOTENAY DISTRICT STRATA PLAN EPS171  
 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
 ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations**

TO THE COMMON PROPERTY IS ANNEXED EASEMENT CA1640781 OVER STRATA LOT  
 30 STRATA PLAN EPS171

HERETO IS ANNEXED EASEMENT LB290756 OVER THAT PART OF LOT 2,  
 PLAN 13247 EXCEPT PLAN 14657 AS SHOWN ON PLAN NEP88763

**Charges, Liens and Interests**

Nature: EASEMENT  
 Registration Number: 59232D  
 Registration Date and Time: 1961-12-01 11:01  
 Remarks: INTER ALIA  
 APPURTENANT TO LANDS AS THEREIN SET OUT

Nature: RIGHT OF WAY  
 Registration Number: D3537  
 Registration Date and Time: 1970-04-22 16:05  
 Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY  
 Remarks: INTER ALIA

Nature: RENT CHARGE  
 Registration Number: LB300161  
 Registration Date and Time: 2009-04-09 14:10  
 Registered Owner: KOOCANUSA UTILITY COMPANY LTD.  
 INCORPORATION NO. BC0808793  
 Remarks: INTER ALIA

Nature: STATUTORY BUILDING SCHEME  
 Registration Number: CA1640753  
 Registration Date and Time: 2010-07-02 10:47  
 Remarks: INTER ALIA

Nature: COVENANT  
 Registration Number: CA1640760  
 Registration Date and Time: 2010-07-02 10:47  
 Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA  
 THE REGIONAL DISTRICT OF EAST KOOTENAY  
 Remarks: INTER ALIA



LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071147

Nature: COVENANT  
 Registration Number: CA1640764  
 Registration Date and Time: 2010-07-02 10:47  
 Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA  
 THE REGIONAL DISTRICT OF EAST KOOTENAY  
 Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY  
 Registration Number: CA1640772  
 Registration Date and Time: 2010-07-02 10:47  
 Registered Owner: KOOCANUSA UTILITY COMPANY LTD.  
 INCORPORATION NO. BC0808793  
 Remarks: INTER ALIA

Nature: UNDERSURFACE RIGHTS  
 Registration Number: LB454311  
 Registration Date and Time: 2011-03-11 13:13  
 Remarks: INTER ALIA  
 PURSUANT TO MINERAL LAND TAX ACT - MINERALS HEREIN  
 FORFEITED AND VESTED IN THE CROWN

Nature: MORTGAGE  
 Registration Number: CA7263582  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA7263583  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

Nature: CERTIFICATE OF PENDING LITIGATION  
 Registration Number: CB1586442  
 Registration Date and Time: 2024-09-10 10:58  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 Remarks: INTER ALIA

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

LAND TITLE OFFICE

## STATE OF TITLE CERTIFICATE

Certificate Number: STSR4071147

*This certificate is to be read subject to the provisions of section 23(2) of the Land Title Act(R.S.B.C. 1996 Chapter 250) and may be affected by sections 50 and 55-58 of the Land Act (R.S.B.C. 1996 Chapter 245).*

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

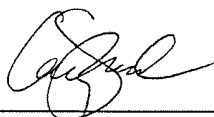
Certificate Number: STSR4071148

File Reference: 404-101 F:8 CPL

JENNIFER COCKBILL, MCMILLAN DUBO  
 LLP  
 401 - 121 5TH AVENUE  
 KAMLOOPS BC V2C 0M1

A copy of this State of Title Certificate held by the land title office can be viewed for a period of one year at  
<https://apps.ltsa.ca/cert> (access code 157713).

I certify this to be an accurate reproduction of title number **CA8682119** at 11:00 this 10th day of September, 2024.

  
 \_\_\_\_\_  
 REGISTRAR OF LAND TITLES



<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249)
<b>Land Title District</b> Land Title Office	NELSON NELSON
<b>Title Number</b> From Title Number	CA8682119 CA1640728
<b>Application Received</b>	2021-01-04
<b>Application Entered</b>	2021-01-12
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	KS PROPERTY MANAGEMENT INC., INC.NO. BC1281655 220 - 1101 DEWDNEY AVENUE TRAIL, BC V1R 4T1
<b>Taxation Authority</b>	East Kootenay Assessment Area

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071148

**Description of Land**

Parcel Identifier: 028-271-025

Legal Description:

STRATA LOT 60 DISTRICT LOT 2374 KOOTENAY DISTRICT STRATA PLAN EPS171  
 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
 ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations**

TO THE COMMON PROPERTY IS ANNEXED EASEMENT CA1640781 OVER STRATA LOT  
 30 STRATA PLAN EPS171

HERETO IS ANNEXED EASEMENT LB290756 OVER THAT PART OF LOT 2,  
 PLAN 13247 EXCEPT PLAN 14657 AS SHOWN ON PLAN NEP88763

**Charges, Liens and Interests**

Nature:	EASEMENT
Registration Number:	59232D
Registration Date and Time:	1961-12-01 11:01
Remarks:	INTER ALIA APPURTENANT TO LANDS AS THEREIN SET OUT

Nature:	RIGHT OF WAY
Registration Number:	D3537
Registration Date and Time:	1970-04-22 16:05
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks:	INTER ALIA

Nature:	RENT CHARGE
Registration Number:	LB300161
Registration Date and Time:	2009-04-09 14:10
Registered Owner:	KOOCANUSA UTILITY COMPANY LTD. INCORPORATION NO. BC0808793
Remarks:	INTER ALIA

Nature:	STATUTORY BUILDING SCHEME
Registration Number:	CA1640753
Registration Date and Time:	2010-07-02 10:47
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CA1640760
Registration Date and Time:	2010-07-02 10:47
Registered Owner:	THE CROWN IN RIGHT OF BRITISH COLUMBIA THE REGIONAL DISTRICT OF EAST KOOTENAY
Remarks:	INTER ALIA

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071148

Nature:	COVENANT
Registration Number:	CA1640764
Registration Date and Time:	2010-07-02 10:47
Registered Owner:	THE CROWN IN RIGHT OF BRITISH COLUMBIA THE REGIONAL DISTRICT OF EAST KOOTENAY
Remarks:	INTER ALIA
Nature:	UNDERSURFACE RIGHTS
Registration Number:	LB454311
Registration Date and Time:	2011-03-11 13:13
Remarks:	INTER ALIA PURSUANT TO MINERAL LAND TAX ACT - MINERALS HEREIN FORFEITED AND VESTED IN THE CROWN
Nature:	MORTGAGE
Registration Number:	CA7263582
Registration Date and Time:	2018-12-20 11:05
Registered Owner:	KOOTENAY SAVINGS CREDIT UNION INCORPORATION NO. FI36
Remarks:	INTER ALIA
Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA7263583
Registration Date and Time:	2018-12-20 11:05
Registered Owner:	KOOTENAY SAVINGS CREDIT UNION INCORPORATION NO. FI36
Remarks:	INTER ALIA
Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1586442
Registration Date and Time:	2024-09-10 10:58
Registered Owner:	KOOTENAY SAVINGS CREDIT UNION
Remarks:	INTER ALIA

**Duplicate Indefeasible Title**                      NONE OUTSTANDING

**Transfers**    NONE

**Pending Applications**                              NONE

*This certificate is to be read subject to the provisions of section 23(2) of the Land Title Act(R.S.B.C. 1996 Chapter 250) and may be affected by sections 50 and 55-58 of the Land Act (R.S.B.C. 1996 Chapter 245).*

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

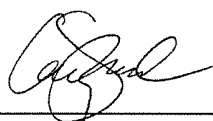
Certificate Number: STSR4071149

File Reference: 404-101 F:8 CPL

JENNIFER COCKBILL, MCMILLAN DUBO  
 LLP  
 401 - 121 5TH AVENUE  
 KAMLOOPS BC V2C 0M1

A copy of this State of Title Certificate held by the land title office can be viewed for a period of one year at <https://apps.ltsa.ca/cert> (access code 150878).

I certify this to be an accurate reproduction of title number **CA8682120** at 11:00 this 10th day of September, 2024.

  
 \_\_\_\_\_  
 REGISTRAR OF LAND TITLES



<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249)
<b>Land Title District</b> Land Title Office	NELSON NELSON
<b>Title Number</b> From Title Number	CA8682120 CA1640729
<b>Application Received</b>	2021-01-04
<b>Application Entered</b>	2021-01-12
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	KS PROPERTY MANAGEMENT INC., INC.NO. BC1281655 220 - 1101 DEWDNEY AVENUE TRAIL, BC V1R 4T1
<b>Taxation Authority</b>	East Kootenay Assessment Area

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071149

**Description of Land**

Parcel Identifier: 028-271-033

Legal Description:

STRATA LOT 61 DISTRICT LOT 2374 KOOTENAY DISTRICT STRATA PLAN EPS171  
 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
 ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations**

TO THE COMMON PROPERTY IS ANNEXED EASEMENT CA1640781 OVER STRATA LOT  
 30 STRATA PLAN EPS171

HERETO IS ANNEXED EASEMENT LB290756 OVER THAT PART OF LOT 2,  
 PLAN 13247 EXCEPT PLAN 14657 AS SHOWN ON PLAN NEP88763

**Charges, Liens and Interests**

Nature: EASEMENT  
 Registration Number: 59232D  
 Registration Date and Time: 1961-12-01 11:01  
 Remarks: INTER ALIA  
 APPURTENANT TO LANDS AS THEREIN SET OUT

Nature: RIGHT OF WAY  
 Registration Number: D3537  
 Registration Date and Time: 1970-04-22 16:05  
 Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY  
 Remarks: INTER ALIA

Nature: RENT CHARGE  
 Registration Number: LB300161  
 Registration Date and Time: 2009-04-09 14:10  
 Registered Owner: KOOCANUSA UTILITY COMPANY LTD.  
 INCORPORATION NO. BC0808793  
 Remarks: INTER ALIA

Nature: STATUTORY BUILDING SCHEME  
 Registration Number: CA1640753  
 Registration Date and Time: 2010-07-02 10:47  
 Remarks: INTER ALIA

Nature: COVENANT  
 Registration Number: CA1640760  
 Registration Date and Time: 2010-07-02 10:47  
 Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA  
 THE REGIONAL DISTRICT OF EAST KOOTENAY  
 Remarks: INTER ALIA

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071149

Nature: STATUTORY RIGHT OF WAY  
 Registration Number: CA1640772  
 Registration Date and Time: 2010-07-02 10:47  
 Registered Owner: KOOCANUSA UTILITY COMPANY LTD.  
 INCORPORATION NO. BC0808793  
 Remarks: INTER ALIA

Nature: UNDERSURFACE RIGHTS  
 Registration Number: LB454311  
 Registration Date and Time: 2011-03-11 13:13  
 Remarks: INTER ALIA  
 PURSUANT TO MINERAL LAND TAX ACT - MINERALS HEREIN  
 FORFEITED AND VESTED IN THE CROWN

Nature: MORTGAGE  
 Registration Number: CA7263582  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA7263583  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

Nature: CERTIFICATE OF PENDING LITIGATION  
 Registration Number: CB1586442  
 Registration Date and Time: 2024-09-10 10:58  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 Remarks: INTER ALIA

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

*This certificate is to be read subject to the provisions of section 23(2) of the Land Title Act(R.S.B.C. 1996 Chapter 250) and may be affected by sections 50 and 55-58 of the Land Act (R.S.B.C. 1996 Chapter 245).*



LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071150

File Reference: 404-101 F:8 CPL

JENNIFER COCKBILL, MCMILLAN DUBO  
 LLP  
 401 - 121 5TH AVENUE  
 KAMLOOPS BC V2C 0M1

A copy of this State of Title Certificate held by the land title office can be viewed for a period of one year at <https://apps.ltsa.ca/cert> (access code 733881).

I certify this to be an accurate reproduction of title number **CA8682121** at 11:00 this 10th day of September, 2024.

  
 \_\_\_\_\_  
 REGISTRAR OF LAND TITLES



<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249)
<b>Land Title District</b> Land Title Office	NELSON NELSON
<b>Title Number</b> From Title Number	CA8682121 CA1640730
<b>Application Received</b>	2021-01-04
<b>Application Entered</b>	2021-01-12
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	KS PROPERTY MANAGEMENT INC., INC.NO. BC1281655 220 - 1101 DEWDNEY AVENUE TRAIL, BC V1R 4T1
<b>Taxation Authority</b>	East Kootenay Assessment Area

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071150

**Description of Land**

Parcel Identifier: 028-271-041  
 Legal Description:  
 STRATA LOT 62 DISTRICT LOT 2374 KOOTENAY DISTRICT STRATA PLAN EPS171  
 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
 ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations**

TO THE COMMON PROPERTY IS ANNEXED EASEMENT CA1640781 OVER STRATA LOT  
 30 STRATA PLAN EPS171

HERETO IS ANNEXED EASEMENT LB290756 OVER THAT PART OF LOT 2,  
 PLAN 13247 EXCEPT PLAN 14657 AS SHOWN ON PLAN NEP88763

**Charges, Liens and Interests**

Nature: EASEMENT  
 Registration Number: 59232D  
 Registration Date and Time: 1961-12-01 11:01  
 Remarks: INTER ALIA  
 APPURTENANT TO LANDS AS THEREIN SET OUT

Nature: RIGHT OF WAY  
 Registration Number: D3537  
 Registration Date and Time: 1970-04-22 16:05  
 Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY  
 Remarks: INTER ALIA

Nature: RENT CHARGE  
 Registration Number: LB300161  
 Registration Date and Time: 2009-04-09 14:10  
 Registered Owner: KOOCANUSA UTILITY COMPANY LTD.  
 INCORPORATION NO. BC0808793  
 Remarks: INTER ALIA

Nature: STATUTORY BUILDING SCHEME  
 Registration Number: CA1640753  
 Registration Date and Time: 2010-07-02 10:47  
 Remarks: INTER ALIA

Nature: COVENANT  
 Registration Number: CA1640760  
 Registration Date and Time: 2010-07-02 10:47  
 Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA  
 THE REGIONAL DISTRICT OF EAST KOOTENAY  
 Remarks: INTER ALIA

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4071150

Nature: STATUTORY RIGHT OF WAY  
 Registration Number: CA1640772  
 Registration Date and Time: 2010-07-02 10:47  
 Registered Owner: KOOCANUSA UTILITY COMPANY LTD.  
 INCORPORATION NO. BC0808793  
 Remarks: INTER ALIA

Nature: UNDERSURFACE RIGHTS  
 Registration Number: LB454311  
 Registration Date and Time: 2011-03-11 13:13  
 Remarks: INTER ALIA  
 PURSUANT TO MINERAL LAND TAX ACT - MINERALS HEREIN  
 FORFEITED AND VESTED IN THE CROWN

Nature: MORTGAGE  
 Registration Number: CA7263582  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA7263583  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

Nature: CERTIFICATE OF PENDING LITIGATION  
 Registration Number: CB1586442  
 Registration Date and Time: 2024-09-10 10:58  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 Remarks: INTER ALIA

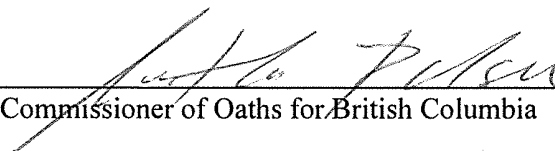
**Duplicate Infeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

*This certificate is to be read subject to the provisions of section 23(2) of the Land Title Act(R.S.B.C. 1996 Chapter 250) and may be affected by sections 50 and 55-58 of the Land Act (R.S.B.C. 1996 Chapter 245).*

This is **Exhibit "C"** referred to in the Affidavit of Cherelle Arnesen sworn before me at Kamloops, British Columbia on September 10, 2024.

  
A Commissioner of Oaths for British Columbia



# PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

## Business Debtor - "KS PROPERTY MANAGEMENT INC."

Search Date and Time: July 17, 2024 at 9:52:11 am Pacific time  
 Account Name: MCMILLAN DUBO LLP  
 Folio Number: 404-101 f:5

### TABLE OF CONTENTS

3 Matches in 3 Registrations in Report

Exact Matches: 3 (\*)

Total Search Report Pages: 10

	Base Registration	Base Registration Date	Debtor Name	Page
1	<a href="#">222828L</a>	December 20, 2018	* KS PROPERTY MANAGEMENT INC.	<a href="#">2</a>
2	<a href="#">223507L</a>	December 20, 2018	* KS PROPERTY MANAGEMENT INC.	<a href="#">5</a>
3	<a href="#">278033N</a>	October 1, 2021	* KS PROPERTY MANAGEMENT INC	<a href="#">8</a>

**PERSONAL PROPERTY REGISTRY SEARCH RESULT**

BC Registries and Online Services

**Base Registration Number: 222828L**

<b>Registration Description:</b>	PPSA SECURITY AGREEMENT
<b>Act:</b>	PERSONAL PROPERTY SECURITY ACT
<b>Base Registration Date and Time:</b>	December 20, 2018 at 11:19:48 am Pacific time
<b>Current Expiry Date and Time:</b>	December 20, 2038 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
<b>Trust Indenture:</b>	No

**CURRENT REGISTRATION INFORMATION**

(as of July 17, 2024 at 9:52:11 am Pacific time)

**Secured Party Information****KOOTENAY SAVINGS CREDIT  
UNION****Address**220 - 1101 DEWDNEY AVENUE  
TRAIL BC  
V1R 4T1 Canada**Debtor Information****OSPREY LANDING DEVELOPMENT  
CORP.****Address**302 - 1199 CEDAR AVENUE  
TRAIL BC  
V1R 4B8 Canada**KS PROPERTY MANAGEMENT INC.****Address**P.O. BOX 390  
CHILLIWACK BC  
V2P 6K2 Canada**Vehicle Collateral**

None



## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

### General Collateral

#### Base Registration General Collateral:

ALL THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF OF WHATSOEVER NATURE AND KIND AND WHEREVER SITUATE INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL THE DEBTOR'S PRESENT AND AFTER-ACQUIRED ACCOUNTS, EQUIPMENT, INVENTORY, OTHER TANGIBLE PERSONAL PROPERTY, INTANGIBLES AND ALL PROCEEDS THEREOF, AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO

### Original Registering Party

**THOMPSON, LEROSE & BROWN**

#### Address

302 - 1199 CEDAR AVENUE  
TRAIL BC  
V1R 4B8 Canada



# PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

## HISTORY

(Showing most recent first)

### AMENDMENT

**Registration Date and Time:** July 17, 2024 at 9:48:02 am Pacific time  
**Registration Number:** 513414Q  
**Description:** ADD A DEBTOR TO REFLECT THE AMALGAMATION OF KS PROPERTY MANAGEMENT INC. (INC. NO. BC1056204), OSPREY LANDING DEVELOPMENT CORP. (INC.NO. BC0743062) AND TWIN RIVER ESTATES LTD. (INC. NO. BC0765755) TO FORM A NEW COMPANY UNDER THE NAME OF KS PROPERTY MANAGEMENT INC. (INC. NO. BC1281655).

### Debtor Information

**KS PROPERTY MANAGEMENT INC.**

ADDED

#### Address

P.O. BOX 390  
 CHILLIWACK BC  
 V2P 6K2 Canada

### Registering Party Information

**MCMILLAN DUBO LLP**

#### Address

401-121 5TH AVE  
 KAMLOOPS BC  
 V2C 0M1 Canada





# PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

**Base Registration Number: 223507L**

<b>Registration Description:</b>	PPSA SECURITY AGREEMENT
<b>Act:</b>	PERSONAL PROPERTY SECURITY ACT
<b>Base Registration Date and Time:</b>	December 20, 2018 at 1:39:56 pm Pacific time
<b>Current Expiry Date and Time:</b>	December 20, 2038 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
<b>Trust Indenture:</b>	No

## CURRENT REGISTRATION INFORMATION

(as of July 17, 2024 at 9:52:11 am Pacific time)

### Secured Party Information

**KOOTENAY SAVINGS CREDIT  
UNION**

#### Address

220 - 1101 DEWDNEY AVE  
TRAIL BC  
V1R 4T1 Canada

### Debtor Information

**TWIN RIVER ESTATES LTD.**

#### Address

302 - 1199 CEDAR AVENUE  
TRAIL BC  
V1R 4B8 Canada

**KS PROPERTY MANAGEMENT INC.**

#### Address

P.O. BOX 390  
CHILLIWACK BC  
V2P 6K2 Canada

### Vehicle Collateral

None



## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

### General Collateral

#### Base Registration General Collateral:

ALL THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF OF WHATSOEVER NATURE AND KIND AND WHEREEVER SITUATE INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL THE DEBTOR'S PRESENT AND AFTER-ACQUIRED ACCOUNTS, EQUIPMENT, INVENTORY, OTHER TANGIBLE PERSONAL PROPERTY, INTANGIBLES AND ALL PROCEEDS THEREOF, AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO.

### Original Registering Party

**THOMPSON, LEROSE & BROWN**

#### Address

302 - 1199 CEDAR AVENUE  
TRAIL BC  
V1R 4B8 Canada



# PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

## HISTORY

(Showing most recent first)

### AMENDMENT

**Registration Date and Time:** July 17, 2024 at 9:39:55 am Pacific time  
**Registration Number:** 513400Q  
**Description:** ADD A DEBTOR TO REFLECT THE AMALGAMATION OF KS PROPERTY MANAGEMENT INC. (INC. NO. BC1056204), OSPREY LANDING DEVELOPMENT CORP. (INC.NO. BC0743062) AND TWIN RIVER ESTATES LTD. (INC. NO. BC0765755) TO FORM A NEW COMPANY UNDER THE NAME OF KS PROPERTY MANAGEMENT INC. (INC. NO. BC1281655).

### Debtor Information

**KS PROPERTY MANAGEMENT INC.**

ADDED

#### Address

P.O. BOX 390  
 CHILLIWACK BC  
 V2P 6K2 Canada

### Registering Party Information

**MCMILLAN DUBO LLP**

#### Address

401-121 5TH AVE  
 KAMLOOPS BC  
 V2C 0M1 Canada

**PERSONAL PROPERTY REGISTRY SEARCH RESULT**

BC Registries and Online Services

**Base Registration Number: 278033N****DISCHARGED**

**Registration Description:** PPSA SECURITY AGREEMENT  
**Act:** PERSONAL PROPERTY SECURITY ACT  
**Base Registration Date and Time:** October 1, 2021 at 9:44:58 am Pacific time  
**Discharge Date and Time:** June 24, 2024 at 11:52:25 am Pacific time  
**Current Expiry Date and Time:** October 1, 2024 at 11:59:59 pm Pacific time  
Expiry date includes subsequent registered renewal(s)  
**Trust Indenture:** No

**CURRENT REGISTRATION INFORMATION**

(as of July 17, 2024 at 9:52:11 am Pacific time)

**Secured Party Information****KOOTENAY SAVINGS CREDIT  
UNION****Address**1199 CEDAR AVENUE  
TRAIL BC  
V1R 4B8 Canada**Debtor Information****KS PROPERTY MANAGEMENT INC****Address**220-1101 DEWDNEY AVENUE  
TRAIL BC  
V1R 4T1 Canada**Vehicle Collateral**

None



## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

### General Collateral

#### Base Registration General Collateral:

TERM DEPOSIT UNDER #1619899 ADMIN ASSIGNED TO SECURE LETTER OF CREDIT TO CITY OF CASTLEGAR FOR 402,600 AND ALL RENEWALS THEREOF, SUBSTITUTIONS THEREFORE & ACCRETIONS THERETO

### Original Registering Party

**KOOTENAY SAVINGS CREDIT  
UNION**

#### Address

1199 CEDAR AVENUE  
TRAIL BC  
V1R 4B8 Canada

**PERSONAL PROPERTY REGISTRY SEARCH RESULT**

BC Registries and Online Services

---

**HISTORY**(Showing most recent first)

---

**TOTAL DISCHARGE**

---

**Registration Date and Time:** June 24, 2024 at 11:52:25 am Pacific time  
**Registration Number:** 464779Q

**Registering Party Information****LISA BABCOCK****Address**

CENTRALIZED LENDING/COMMERCIAL ADMIN  
106 1101 DEWDNEY AVENUE  
TRAIL BC  
V1R 4T1 Canada

**RENEWAL**

---

**Registration Date and Time:** September 15, 2023 at 9:20:45 am Pacific time  
**Registration Number:** 790517P  
**Registration Life:** 1 Year  
**New Expiration Date and Time:** October 1, 2024 at 11:59:59 pm Pacific time

**Registering Party Information****LISA BABCOCK****Address**

CENTRALIZED LENDING/COMMERCIAL ADMIN  
106 1101 DEWDNEY AVENUE  
TRAIL BC  
V1R 4T1 Canada



# PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

## Business Debtor - "OSPREY LANDING DEVELOPMENT CORP."

**Search Date and Time:** August 27, 2024 at 3:05:41 pm Pacific time  
**Account Name:** MCMILLAN DUBO LLP  
**Folio Number:** 404-101 F-5

### TABLE OF CONTENTS

1 Match in 1 Registration in Report

Exact Matches: 1 (\*)

Total Search Report Pages: 4

	Base Registration	Base Registration Date	Debtor Name	Page
1	<u>222828L</u>	December 20, 2018	* OSPREY LANDING DEVELOPMENT CORP.	<u>2</u>



# PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

**Base Registration Number: 222828L**

<b>Registration Description:</b>	PPSA SECURITY AGREEMENT
<b>Act:</b>	PERSONAL PROPERTY SECURITY ACT
<b>Base Registration Date and Time:</b>	December 20, 2018 at 11:19:48 am Pacific time
<b>Current Expiry Date and Time:</b>	December 20, 2038 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
<b>Trust Indenture:</b>	No

## CURRENT REGISTRATION INFORMATION

(as of August 27, 2024 at 3:05:41 pm Pacific time)

### Secured Party Information

**KOOTENAY SAVINGS CREDIT UNION**

#### Address

220 - 1101 DEWDNEY AVENUE  
TRAIL BC  
V1R 4T1 Canada

### Debtor Information

**OSPREY LANDING DEVELOPMENT CORP.**

#### Address

302 - 1199 CEDAR AVENUE  
TRAIL BC  
V1R 4B8 Canada

**KS PROPERTY MANAGEMENT INC.**

#### Address

P.O. BOX 390  
CHILLIWACK BC  
V2P 6K2 Canada

### Vehicle Collateral

None





## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

### General Collateral

#### Base Registration General Collateral:

ALL THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF OF WHATSOEVER NATURE AND KIND AND WHEREVER SITUATE INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL THE DEBTOR'S PRESENT AND AFTER-ACQUIRED ACCOUNTS, EQUIPMENT, INVENTORY, OTHER TANGIBLE PERSONAL PROPERTY, INTANGIBLES AND ALL PROCEEDS THEREOF, AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO

### Original Registering Party

**THOMPSON, LEROSE & BROWN**

#### Address

302 - 1199 CEDAR AVENUE  
TRAIL BC  
V1R 4B8 Canada



# PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

## HISTORY

(Showing most recent first)

### AMENDMENT

**Registration Date and Time:**

July 17, 2024 at 9:48:02 am Pacific time

**Registration Number:**

513414Q

**Description:**

ADD A DEBTOR TO REFLECT THE AMALGAMATION OF KS PROPERTY MANAGEMENT INC. (INC. NO. BC1056204), OSPREY LANDING DEVELOPMENT CORP. (INC.NO. BC0743062) AND TWIN RIVER ESTATES LTD. (INC. NO. BC0765755) TO FORM A NEW COMPANY UNDER THE NAME OF KS PROPERTY MANAGEMENT INC. (INC. NO. BC1281655).

### Debtor Information

**KS PROPERTY MANAGEMENT INC.**

ADDED

#### Address

P.O. BOX 390  
CHILLIWACK BC  
V2P 6K2 Canada

### Registering Party Information

**MCMILLAN DUBO LLP**

#### Address

401-121 5TH AVE  
KAMLOOPS BC  
V2C 0M1 Canada



# PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

## Business Debtor - "Twin River Estates Ltd."

Search Date and Time: August 27, 2024 at 3:07:32 pm Pacific time  
 Account Name: MCMILLAN DUBO LLP  
 Folio Number: 404-101 F:5

### TABLE OF CONTENTS

1 Match in 1 Registration in Report

Exact Matches: 1 (\*)

Total Search Report Pages: 4

	Base Registration	Base Registration Date	Debtor Name	Page
1	<u>223507L</u>	December 20, 2018	* TWIN RIVER ESTATES LTD.	<u>2</u>

**PERSONAL PROPERTY REGISTRY SEARCH RESULT**

BC Registries and Online Services

**Base Registration Number: 223507L**

<b>Registration Description:</b>	PPSA SECURITY AGREEMENT
<b>Act:</b>	PERSONAL PROPERTY SECURITY ACT
<b>Base Registration Date and Time:</b>	December 20, 2018 at 1:39:56 pm Pacific time
<b>Current Expiry Date and Time:</b>	December 20, 2038 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
<b>Trust Indenture:</b>	No

**CURRENT REGISTRATION INFORMATION**

(as of August 27, 2024 at 3:07:32 pm Pacific time)

**Secured Party Information****KOOTENAY SAVINGS CREDIT  
UNION****Address**220 - 1101 DEWDNEY AVE  
TRAIL BC  
V1R 4T1 Canada**Debtor Information****TWIN RIVER ESTATES LTD.****Address**302 - 1199 CEDAR AVENUE  
TRAIL BC  
V1R 4B8 Canada**KS PROPERTY MANAGEMENT INC.****Address**P.O. BOX 390  
CHILLIWACK BC  
V2P 6K2 Canada**Vehicle Collateral**

None



## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

### General Collateral

#### Base Registration General Collateral:

ALL THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF OF WHATSOEVER NATURE AND KIND AND WHEREEVER SITUATE INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL THE DEBTOR'S PRESENT AND AFTER-ACQUIRED ACCOUNTS, EQUIPMENT, INVENTORY, OTHER TANGIBLE PERSONAL PROPERTY, INTANGIBLES AND ALL PROCEEDS THEREOF, AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO.

### Original Registering Party

**THOMPSON, LEROSE & BROWN**

#### Address

302 - 1199 CEDAR AVENUE  
TRAIL BC  
V1R 4B8 Canada



# PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

## HISTORY

(Showing most recent first)

### AMENDMENT

<b>Registration Date and Time:</b>	July 17, 2024 at 9:39:55 am Pacific time
<b>Registration Number:</b>	513400Q
<b>Description:</b>	ADD A DEBTOR TO REFLECT THE AMALGAMATION OF KS PROPERTY MANAGEMENT INC. (INC. NO. BC1056204), OSPREY LANDING DEVELOPMENT CORP. (INC.NO. BC0743062) AND TWIN RIVER ESTATES LTD. (INC. NO. BC0765755) TO FORM A NEW COMPANY UNDER THE NAME OF KS PROPERTY MANAGEMENT INC. (INC. NO. BC1281655).

### Debtor Information

**KS PROPERTY MANAGEMENT INC.**

ADDED

#### Address

P.O. BOX 390  
CHILLIWACK BC  
V2P 6K2 Canada

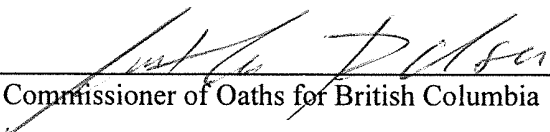
### Registering Party Information

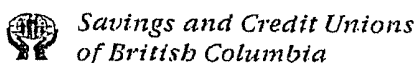
**MCMILLAN DUBO LLP**

#### Address

401-121 5TH AVE  
KAMLOOPS BC  
V2C 0M1 Canada

This is **Exhibit "D"** referred to in the Affidavit of Cherelle Arnesen sworn before me at Kamloops, British Columbia on September 10, 2024.

  
A Commissioner of Oaths for British Columbia



## STANDARD MORTGAGE TERMS

FILED BY: Credit Union Central of British Columbia  
FILING NUMBER: MT030098

### CREDITMASTER® Commercial Mortgage

The following set of standard mortgage terms shall be Part 2 of every mortgage that so provides and refers to the filing number of this set in Item 9 of the Mortgage Form.

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ARTICLE 6 - ENCUMBRANCES .....	5
ARTICLE 7 - TAXES .....	5
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ARTICLE 13 - EVENTS OF DEFAULT .....	9
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CreditMaster® trademark owned by Credit Union Central of British Columbia.



## ARTICLE 1 - DEFINITIONS

In this Mortgage unless the context otherwise requires:

1.1 "**Business Day**" means, except in Section 21.1, each day Monday through Friday inclusive other than a day that is a statutory holiday in British Columbia;

1.2 "**Credit Union**" means the Lender described in Item 4;

1.3 "**Debts and Liabilities**" means

- a) all indebtedness, both present and future, and whether arising on current account or otherwise, of the Mortgagor to the Credit Union together with interest thereon, including every advance and readvance and every unpaid balance thereof, by the Credit Union to the Mortgagor, whenever made, and interest thereon to the same extent as if the advance or readvance had been made at the time of creation of this Mortgage, and
- b) all liabilities, present and future, direct or indirect, absolute or contingent, of the Mortgagor to the Credit Union, and
- c) all obligations of the Mortgagor to the Credit Union, whether or not contained in this Mortgage;

1.4 "**Environmental Laws**" means all present and future federal, provincial, or municipal laws, ordinances, bylaws, codes, rules, regulations, orders, or decrees regulating, relating to, or imposing liability or standards of conduct with respect to, Hazardous Substances;

1.5 "**Event of Default**" means an event described in Section 13.1;

1.6 "**Fixtures**" means all buildings, structures, machinery, plant, and improvements that are now, or that are hereafter, put upon, attached to, affixed to, or installed in or upon the Lands and however installed or attached to the Lands (including being attached only by their own weight) and including, without limitation:

- a) all plumbing, heating, cleaning, and air conditioning equipment including furnaces, boilers, water heaters, and vacuum systems;
- b) all appliances including refrigerators, ranges, dishwashers, clothes washers, clothes dryers, garbage disposals, and garbage compactors;
- c) all floor coverings including all carpets and carpeting;
- d) all doors, windows, and window coverings, including storm doors, storm windows, window screens, screen doors, drapes, blinds, awnings, and shutters; and
- e) in the case of agricultural property, all barns, sheds,

silos, granaries, cages, coups, pens, and greenhouses and all equipment installed in any of them;

1.7 "**Hazardous Substances**" means all hazardous or toxic materials, pollutants, effluents, contaminants, radioactive materials, flammable explosives, chemicals known to cause cancer or reproductive toxicity, emissions, wastes and all other chemicals, materials and substances, the handling, storage, release, transportation, or disposal of which is or becomes prohibited, limited, or regulated by any federal, provincial, or municipal authority or which, even if not so regulated, is or becomes known to pose a hazard to the health or safety of any person, including, without limitation:

- a) asbestos;
- b) petroleum and petroleum by-products;
- c) urea formaldehyde foam insulation;
- d) polychlorinated biphenyls;
- e) all substances now or hereafter included in the definition of "waste" in the *Waste Management Act*, R.S.B.C. 1996, Chap. 482; and all substances now or hereafter designated as "waste", "hazardous substances", "hazardous materials", "toxic substances", or a similar designation under any federal, provincial, or municipal law, regulation, bylaw, or ordinance having application to the Mortgagor or any of its property;

1.8 "**Interest Rate**" means the rate of interest set out in Item 5(b);

1.9 "**Item**" means a section, item, or box on the Mortgage Form;

1.10 "**Lands**" means the lands and premises described in Item 2 including every incidental right, benefit, or privilege attaching to that land or running with it and all buildings, Fixtures, and improvements that are now on or later placed or constructed on that land;

1.11 "**Lease**" (except in Article 18) means, with respect to any part of the Lands in which the Mortgagor has a leasehold interest, the lease creating the leasehold interest (and renewals or replacements of such lease);

1.12 "**Mortgage Form**" means a Mortgage - Part 1 (*Land Title Act Form B*) that refers in Item 9 to the filing number of these Standard Mortgage Terms;

1.13 "**Mortgagor**" means

- a) if only one name appears in Item 3 of the Mortgage Form, the person named, or

- b) if more than one name appears in Item 3 of the Mortgage Form, all those persons named together and each of those persons separately;

1.14 "Obligations" means, at any particular time:

- a) all Debts and Liabilities that the Mortgagor has, before the particular time, acknowledged in writing to, or agreed to in writing with, the Credit Union are to be secured by this Mortgage, and
- b) all Debts and Liabilities that the Credit Union, in its sole and absolute discretion, has, by notice in writing to the Mortgagor before the particular time, elected to add to the Obligations and be secured by this Mortgage;

1.15 "Other Amounts" means all amounts owed by the Mortgagor to the Credit Union by virtue only of this Mortgage;

1.16 "Permitted Encumbrances" means the encumbrances set out in Item 11 and any other encumbrances that the Credit Union has agreed to in writing;

1.17 "Prime Rate" means that per annum rate of interest designated by the Credit Union from time to time as the reference rate to be used as the basis to determine the rate of interest payable on variable rate Canadian dollar loans made by the Credit Union;

1.18 "Taxes" means all taxes and assessments of every kind that the Mortgagor is required by law to pay to any government or governmental authority by reason of the Mortgagor's ownership of, or interest in, the Lands or any machinery or equipment on the Lands (including all interest and penalties thereon);

1.19 "this Mortgage" means, collectively, the Mortgage Form, the schedule or schedules attached to the Mortgage Form, and these Standard Mortgage Terms.

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## ARTICLE 2 - MORTGAGE AND REDEMPTION

### 2.1 Mortgage

In consideration of the Credit Union permitting the Mortgagor to incur Obligations:

- a) if the Mortgagor has a freehold interest in the Lands, the Mortgagor transfers and mortgages all the Mortgagor's freehold interest in the Lands to the Credit Union; and
- b) if the Mortgagor has a leasehold interest in the Lands, the Mortgagor subleases and mortgages the Lands subject

to each Lease to the Credit Union each for a term of one day less than the unexpired term of that Lease.

### 2.2 Quiet Possession

Until an Event of Default occurs, the Credit Union will not interfere with the Mortgagor's use and enjoyment of the Lands.

### 2.3 Acquiring Greater Interest

If the Mortgagor acquires any greater or additional interest in the Lands, the Mortgagor by this Mortgage transfers and mortgages that greater or additional interest to the Credit Union without any further act or deed of the Mortgagor or of the Credit Union.

### 2.4 Redemption

When the Credit Union has delivered a discharge of this Mortgage to the Mortgagor, this Mortgage will no longer have effect and the Credit Union's interest in the Lands will automatically return to the Mortgagor.

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## ARTICLE 3 - INTEREST ON OTHER AMOUNTS

### 3.1 Pay Interest

The Mortgagor will pay interest to the Credit Union on Other Amounts at the Interest Rate, compounded monthly, not in advance.

### 3.2 Interest Starts

Interest starts to run on Other Amounts on the day that the money is advanced by the Credit Union.

### 3.3 Compound Interest

Any interest that has not been paid will be added to the Other Amounts at the end of the compounding period described in Section 3.1 and will then bear interest at the Interest Rate compounded monthly, not in advance. This will be done both before and after maturity, default, and judgment.

### 3.4 Rate Changes

Whenever the Prime Rate changes, the rate constituting the Interest Rate will change by an equal amount, without notice to the Mortgagor.

### 3.5 Certificate of Rate

A certificate of any officer (including a Branch Manager) of the Credit Union stating what the Prime Rate was at any day or during any period will be conclusive evidence of the Prime Rate on that day or during that period.

## ARTICLE 4 - PAYMENTS

### 4.1 Promise to Pay

Except as specifically agreed to in writing by the Credit Union, the Mortgagor promises to pay the Obligations to the Credit Union on demand.

### 4.2 Place of Payment

The Mortgagor will make all payments at the address set forth in Item 5(k) or such other address as the Credit Union may, by notice in writing, advise the Mortgagor.

### 4.3 Time of Payments

Any amount paid to the Credit Union under this Mortgage that is received after 2:00 p.m. (Pacific time) on a Business Day or is received on a day that is not a Business Day will be considered received on the next Business Day on which the Credit Union's office at the address where the payment was made is open for business.

### 4.4 Application of Payments

The Credit Union may apply any payments or other monies received from the enforcement of this Mortgage in such order as the Credit Union, in its sole discretion, determines.

### 4.5 Records

The Credit Union's records as to the date and amount of any advances to, or liabilities otherwise incurred on behalf of, the Mortgagor and as to the date and amount of any payment hereunder shall constitute *prima facie* evidence of such dates and amounts.

### 4.6 Prepayment Rights

Except as specifically agreed to in writing by the Credit Union, none of the Obligations may be paid by the Mortgagor before they are due.

## ARTICLE 5 - TITLE AND CONDITION OF LANDS

### 5.1 Title to Lands

The Mortgagor represents and warrants that:

- a) if the interest mortgaged shown in Item 8 is freehold, the Mortgagor is the registered owner of the Lands in fee simple and has the right to transfer and mortgage the Mortgagor's interest in the Lands to the Credit Union; and
- b) if the interest mortgaged shown in Item 8 is leasehold, the Mortgagor has a valid and subsisting leasehold estate as lessee under each Lease and has the right to sublease and mortgage the Lands to the Credit Union.

### 5.2 Condition of Lands

The Mortgagor will:

- a) keep the Lands and any buildings, Fixtures, or other improvements thereon in good condition and repair;
- b) not alter, remodel, rebuild, remove, or demolish any of the buildings or other improvements on the Lands without the prior written consent of the Credit Union;
- c) not use the Lands, or permit the Lands to be used, for any purpose other than the present use or such other use as is first approved by the Credit Union in writing;
- d) not commit or permit any act of waste on the Lands;
- e) promptly repair any damage to the Lands and any buildings or other improvements; and
- f) maintain any permitted non-conforming uses of the Lands and otherwise cause the buildings and improvements on the Lands at all times to comply with all federal, provincial, municipal, and other lawful requirements and will forthwith notify the Credit Union of any order of any lawful authority relating to the buildings and improvements on the Lands.

### 5.3 Inspection

The Mortgagor authorizes the Credit Union and its authorized representatives to enter upon the Lands and to enter any buildings on the Lands at any time:

- a) to inspect the Lands and the condition of the buildings on the Lands; and
- b) to conduct any environmental testing, site assessment, investigation, or study that the Credit Union or its authorized representatives deem necessary, including taking soil and ground water samples and creating bore holes in order to obtain such samples.

### 5.4 Mortgagor's Agreements Regarding Inspections

The Mortgagor agrees:

- a) to pay the costs of any environmental testing site assessment, investigation, or study undertaken pursuant to Section 5.3(b) above, and
- b) that no entry on the Lands by the Credit Union or its authorized representatives pursuant to Section 5.3 will deem the Credit Union or its authorized representatives to be in possession, management, or control of the Lands or any part thereof.

### 5.5 Not Sell or Lease

The Mortgagor will not, without the prior written consent of the Credit Union, sell, agree to sell, lease, agree to lease, or otherwise dispose or agree to dispose of the Lands (or the Mortgagor's interest therein) or any part or parts thereof. The Mortgagor will also ensure that any permitted lessee of the Lands or part thereof shall not assign the lease or sublease the Lands or part thereof without, in either case, the prior written consent of the Credit Union.

### 5.6 No Further Encumbrances

The Mortgagor will not, without the prior written consent of the Credit Union:

- a) grant any mortgage, legal or equitable, of the Lands (or the Mortgagor's interest therein) or any part or parts thereof, nor
- b) except as specifically permitted by the terms of this Mortgage, permit the Lands (or the Mortgagor's interest therein) to be encumbered in any manner whatsoever.

### 5.7 Builders Lien Act

If the Mortgagor undertakes or authorizes any alteration, remodelling, rebuilding, or other construction on the Lands, the Mortgagor will comply with the requirements of the *Builders Lien Act* and will, upon request by the Credit Union, provide the Credit Union with sufficient information to enable the Credit Union to determine whether or not the Mortgagor is complying with the requirements of the *Builders Lien Act*.

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## ARTICLE 6 - ENCUMBRANCES

### 6.1 Other Encumbrances

The Mortgagor covenants and agrees that, if there are at any time any other encumbrances against the title to the Lands, other than Permitted Encumbrances, the Mortgagor will immediately cause those encumbrances to be discharged from the title to the Lands.

### 6.2 Permitted Encumbrances

The Mortgagor covenants and agrees to fulfil all of the Mortgagor's obligations under each of the Permitted Encumbrances.

### 6.3 Builders' Liens

Save as specifically provided herein, the Mortgagor will not allow any claims of builders' liens to remain filed against the Lands at any time. If a claim of builder's lien is filed against title to the Lands, the Mortgagor may permit the claim of builder's lien to remain on the title to the Lands only if the Mortgagor immediately:

- a) disputes the validity of the claim of builder's lien; and
- b) gives the Credit Union reasonable security for payment of the claim of builder's lien if it is found to be valid.

If the claim of builder's lien is found to be valid and the Mortgagor does not then immediately have the lien removed from title to the Lands, the Credit Union may use the security provided to it by the Mortgagor to pay the lien and have it removed from the title to the Lands.

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## ARTICLE 7 - TAXES

### 7.1 Payment of Taxes

The Mortgagor will pay all Taxes before they are overdue.

### 7.2 Proof of Payment

The Mortgagor will give the Credit Union proof of payment of Taxes on or before December 31 in each year.

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## ARTICLE 8 - INSURANCE

### 8.1 Insurance Requirements

The Mortgagor will insure, and keep insured with an insurer acceptable to the Credit Union, all buildings, Fixtures, and improvements on the Lands to their full insurable value on a replacement cost basis against loss or damage by fire and against all other risks and hazards the Credit Union may require.

### 8.2 Policy

The insurance policy will:

- a) be in a form acceptable to the Credit Union;
- b) contain a mortgage clause acceptable to the Credit Union; and
- c) name the Credit Union as a mortgagee and as the person to receive the proceeds of loss after paying amounts payable to holders of prior charges.

### 8.3 Copy

The Mortgagor will promptly give a copy of each insurance policy and each renewal policy or certificate to the Credit Union.

### 8.4 Loss

If any insured-against loss or damage occurs, the Mortgagor will immediately do everything necessary to enable the Credit Union to receive payment of the insurance proceeds and will pay all costs in connection therewith.

### 8.5 Insurance Proceeds

The Credit Union may apply the insurance proceeds in any of the following ways as the Credit Union in its sole discretion determines:

- a) to pay for repairing the damage to the buildings, Fixtures or other improvements;
- b) to pay the proceeds to the Mortgagor;
- c) to pay the proceeds to any other person having a claim on the title to the Lands; and
- d) to pay any of the Obligations, whether or not these amounts are then payable,

and the Mortgagor waives any statutory right to require the insurance proceeds to be applied in any particular manner, including the provisions of the *Insurance Act*, R.S.B.C. 1996, Chap. 226 and the *Fires Prevention (Metropolis) Act*, 1774 (IMP) c.78.

## ARTICLE 9 - EXPENSES AND COSTS

### 9.1 Payment by the Credit Union

The Credit Union may, but is not obliged to, pay:

- a) any overdue Taxes;
- b) the costs of preparation and registration of this Mortgage;
- c) the costs of enforcing this Mortgage;
- d) any payments the Mortgagor has, in this Mortgage, agreed to pay but has not paid; and
- e) the cost of observing and performing any other covenant or agreement of the Mortgagor contained in this Mortgage which has not been observed and kept by the Mortgagor.

### 9.2 Reimbursement

The Mortgagor will immediately reimburse the Credit Union on demand for any amount paid under Section 9.1.

### 9.3 Other Amounts

Until paid by the Mortgagor to the Credit Union, all Other Amounts will:

- a) be added to the Obligations;
- b) bear interest at the Interest Rate;
- c) be secured by this Mortgage; and
- d) be a charge on the Lands.

### 9.4 Costs

In any court proceedings taken to enforce this Mortgage, the Credit Union will be entitled to special costs. If some of the costs recovered from the Mortgagor in court proceedings duplicate some of the expenses incurred by the Credit Union and owing to the Credit Union under Section 9.2, the Credit Union will reduce the balance owing under Section 9.2 by the amount of the duplicate costs.

### 9.5 Reinstatement

If, in any court proceedings taken by the Credit Union to enforce this Mortgage, the Mortgagor is relieved from the consequences of any default, the Credit Union will be entitled to special costs with respect to those court proceedings.

## ARTICLE 10 - LEASEHOLD PROVISIONS

### 10.1 Leasehold Provisions

The provisions of this Article 10 only apply if the Mortgagor's interest in the Lands or in a part of the Lands is a leasehold interest.

### 10.2 Status

The Mortgagor represents and warrants that:

- a) on the date of execution of this Mortgage no default has occurred and is occurring under any Lease;
- b) each Lease is a valid and subsisting lease for the term set out in that Lease;
- c) all rents and other monies payable under each Lease have been paid in full; and
- d) if the consent of the lessor or landlord is required under any Lease in order for the Mortgagor to rightfully mortgage the leasehold interest created by the Lease to the Credit Union, the Mortgagor has received that consent.

### 10.3 Covenants

The Mortgagor covenants and agrees that the Mortgagor:

- a) will observe and perform all obligations and covenants contained in each Lease;
- b) will not surrender any Lease or permit any Lease to be terminated;
- c) will not agree to any amendment to any Lease without the Credit Union's prior written consent;
- d) will promptly give the Credit Union a copy of each notice, demand, or other document received by the Mortgagor in connection with any Lease;
- e) will exercise any rights of renewal in each and every Lease; and
- f) will hold the last day of the term of each Lease in trust for the Credit Union to do with as the Credit Union directs but subject to the same right of redemption and other rights as are hereby given to the Mortgagor with respect to the sublease term hereby granted and the Mortgagor agrees that the Credit Union may at any time, by deed, remove the Mortgagor or any other person from being the trustee of the last day of each Lease under the trust hereinbefore declared and on the removal of the Mortgagor, or any future trustee of the Lease, may, by deed, appoint a new trustee or trustees in the Mortgagor's place.

### 10.4 Rent

This Mortgage of the Mortgagor's leasehold interest in the Lands is by way of sublease and the rent payable under this sublease shall be \$10 per year payable by the Credit Union to the Mortgagor upon demand by the Mortgagor, during the currency of this Mortgage.

### 10.5 Attorney

The Mortgagor hereby irrevocably appoints the Credit Union as the Mortgagor's substitute to be the Mortgagor's attorney during the continuance of this Mortgage. If an Event of Default occurs, the Credit Union may, for and on behalf of the Mortgagor and upon the notice, if any, provided for in Section 14.1(d), assign the Lease and convey the balance unexpired of the term granted by the Lease as the Credit Union shall at any time direct, and in particular, upon any sale made by the Credit Union under the power of sale herein contained, the

Credit Union, for and on behalf of the Mortgagor, may assign the Lease and convey the balance unexpired of the term granted by the Lease to the purchaser.

#### 10.6 Last Day of Term

The Mortgagor will, with respect to each Lease, at the request of the Credit Union, but at the cost, charge, and expense of the Mortgagor, grant and assign unto the Credit Union, or whom it may appoint, the last day of the term of the Lease and any renewal or substituted term; and, if the Credit Union makes any sale under the power of sale herein contained, the Mortgagor shall stand seized and possessed of the Lands subject to such Lease for the last day of the term of that Lease and of any renewal or substituted term, and of all rights of renewal in trust for the purchaser or purchasers, its or their heirs, executors, administrators, successors, and assigns.

#### 10.7 Value of Fixtures

If the value of any Fixtures on the Lands should become payable to the Mortgagor pursuant to the terms of a Lease, upon the same being paid to the Mortgagor, the amount so paid shall, if the same is by the terms of the Lease not required to be expended on the Lands, become due and be paid by the Mortgagor to the Credit Union on account of the Obligations.

#### 10.8 Renewal of Lease

The Mortgagor further covenants with the Credit Union that, if the Mortgagor shall refuse or neglect to renew a Lease or any renewals thereof to be hereafter granted, and to pay the fees, costs, charges and expenses incidental to and payable upon such renewals, then, and as often as it shall happen, the Credit Union may, if it thinks proper, effect such renewals in its own name or otherwise, and every renewal of the Lease and the Lands thereby demised shall remain and be security to the Credit Union as well for payment of all monies paid by it for such renewal and its costs, charges, and expenses, as for the Obligations.

### ARTICLE 11 - HAZARDOUS SUBSTANCES

#### 11.1 Environmental Representations and Warranties

To the best of the Mortgagor's knowledge, after due inquiry and investigation, except as previously disclosed to the Credit Union in writing:

- a) the Lands have been, and continue to be, owned by the Mortgagor and all predecessors in title in material compliance with all applicable Environmental Laws;
- b) there have been no past, and there are no pending or threatened:
  - i) claims, complaints, notices, or requests for information received by or known to the Mortgagor with respect to

any alleged violation of any applicable Environmental Laws;

- ii) complaints, notices, or inquiries to the Mortgagor regarding potential liability under any applicable Environmental Laws; or

- iii) claims, complaints, notices, or requests to the Mortgagor requiring investigation or remediation under any applicable Environmental Laws

that, singularly or in the aggregate, have, or may be reasonably expected to have, a material adverse effect upon the Lands or the Mortgagor's business carried on upon the Lands;

- c) there have been no releases or threatened releases of Hazardous Substances in violation of any applicable Environmental Laws at, on, under, or adjacent to any of the Lands or in the groundwater beneath any of the Lands or any adjacent lands, singularly or in the aggregate, which have or which may be reasonably expected to have a material adverse effect on any of the Lands or the Mortgagor's business carried on upon the Lands;
- d) the Mortgagor has been issued and is in material compliance with all permits, certificates, approvals, licences, and other authorizations relating to environmental matters that are required pursuant to any Environmental Laws and necessary for the Mortgagor's business carried on upon the Lands;
- e) there are no underground storage tanks, or water, gas, or oil wells, active or abandoned, including petroleum storage tanks, on, under or adjacent to any of the Lands that, singularly or in the aggregate, may be reasonably expected to have a material adverse effect upon any of the Lands or the Mortgagor's business carried on upon the Lands; and
- f) no conditions exist at, on, under, or adjacent to any of the Lands which, with the passage of time or the giving of notice, or both, would give rise to liability under any Environmental Laws.

#### 11.2 Notice of Hazardous Substances Violations

The Mortgagor will promptly notify the Credit Union (and provide whatever information the Credit Union may reasonably request with respect thereto):

- a) upon becoming aware of the occurrence of any violation of any Environmental Laws or permit related to Hazardous Substances, or the receipt of notice of any alleged violation or the receipt of a compliance order;
- b) of the Mortgagor's intended response thereto; and
- c) of all other communications with federal, provincial, or municipal officials or agencies relating to Hazardous Substances.

### 11.3 Hazardous Substances Indemnity

The Mortgagor hereby agrees, at its sole cost and expense, to indemnify, protect, hold harmless and defend (with counsel of the Credit Union's choice) the Credit Union and its successors and assigns and their respective directors, officers, agents, attorneys, and employees (collectively the "Indemnitees" and individually an "Indemnatee") from and against all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements, and expenses (including, without limitation, fees, disbursements, and costs of lawyers, environmental consultants, and experts), and all foreseeable and unforeseeable consequential and other damages of any kind or of any nature whatsoever (collectively, "Losses") which may at any time be imposed upon, incurred, or suffered by or asserted or awarded against any Indemnatee directly or indirectly relating to or arising from any Hazardous Substance which originated on or from any of the Lands at any time, past, present, or future (collectively "Environmental Matters"), including, without limitation:

- a) any past, present, or future presence of any Hazardous Substance on, in, under, or affecting all or any portion of any of the Lands or on, in, under, or affecting all or any portion of any property adjacent or proximate to any of the Lands;
- b) any past, present, or future storage, holding, handling, release, threatened release, discharge, generation, leak, abatement, removal, or transportation of any Hazardous Substance on, in, under or from any of the Lands;
- c) any violation at any time of any Environmental Laws;
- d) the failure of the Mortgagor to properly complete, obtain, submit, or file any notice, permit, licence, authorization, covenant, or similar item relative to any Environmental Matters described herein in connection with any of the Lands or the ownership, use, operation, or enjoyment thereof;
- e) the extraction, removal, containment, transportation, or disposal of any Hazardous Substance from any portion of any of the Lands or any other property adjacent or proximate to any of the Lands;
- f) any past, present, or future presence, operation, closure, abandonment, or removal from any of the Lands of any storage tank which at any time contained any Hazardous Substances;
- g) the implementation and enforcement of any monitoring, notification, or other precautionary measures which may at any time become necessary to protect against the release or discharge of Hazardous Substances on, in, under, or affecting any of the Lands or into the air, any body of water, any other public domain, or any property adjacent or proximate to any of the Lands;
- h) any failure of any Hazardous Substances generated or moved from any of the Lands to be removed, contained,

transported, and disposed of in compliance with all applicable Environmental Laws; or

- i) any investigation, inquiry, order, hearing, action, or other proceeding by or before any governmental agency in connection with any Hazardous Substances or violation of any Environmental Laws occurring or allegedly occurring at any time.

### 11.4 Limitation on Indemnity

The indemnity in Section 11.3 will not apply to:

- a) Losses that would have been imposed upon, incurred, or suffered by or asserted or awarded against any Indemnatee even if the Mortgagor had not granted this Mortgage, or
- b) Losses incurred or suffered by an Indemnatee by virtue of the settlement by agreement of the Indemnatee of a claim against the Indemnatee unless the Mortgagor has agreed to the settlement in writing

and the Mortgagor shall have the onus of proving that any particular Losses are Losses to which this Section applies.

### 11.5 Survival of Hazardous Substances Indemnity

The Indemnity in Section 11.3 is given solely to protect the Indemnitees against Losses and not as additional security for, or as a means of repayment of, the Obligations. Accordingly, the obligations of the Mortgagor under this Article 11 will be independent of, and will not be measured or affected by:

- a) any amounts at any time secured by this Mortgage;
- b) the sufficiency or insufficiency of the security of this Mortgage;
- c) any consideration given by the Credit Union or any other party in any realization proceedings to acquire any property mortgaged or charged by this Mortgage;
- d) the discharge or repayment in full of the Obligations;
- e) the discharge, assignment, transfer, or release of this Mortgage by the Credit Union; or
- f) any exculpatory provisions in any laws or documentation limiting the Credit Union's rights to recover a deficiency judgment.

### 11.6 Environmental Audit

The Mortgagor will, if requested by the Credit Union cause, an environmental audit to be made of the Lands by a person or firm approved by the Credit Union, at the Mortgagor's sole expense, and which audit will be of such scope as the Credit Union in its absolute discretion, acting reasonably, may require.

## ARTICLE 12 - DISCHARGE OR TRANSFER OF MORTGAGE

### 12.1 Discharge of Mortgage

If, at anytime:

- a) there are no Obligations outstanding and secured by this Mortgage,
- b) any obligations of the Credit Union to make advances that will be secured by this Mortgage have been terminated, and
- c) the Mortgagor is not in default under this Mortgage,

then, at the request of the Mortgagor, the Credit Union will, within a reasonable time after such request, prepare and sign a discharge of this Mortgage (the "Discharge of Mortgage"). The Credit Union will give the Discharge of Mortgage to the Mortgagor when the Mortgagor pays to the Credit Union the following fees and expenses:

- x) the Credit Union's standard fee for signing a discharge of mortgage, and
- y) all of the Credit Union's expenses of preparing and signing the Discharge of Mortgage.

The foregoing fees and expenses will be payable by the Mortgagor only if, and to the extent that, the Credit Union is not prohibited by law from charging fees and recovering its expenses in connection with a discharge of this Mortgage.

### 12.2 Registration of Discharge of Mortgage

The Mortgagor will be responsible for registering the Discharge of Mortgage to remove this Mortgage from the title to the Lands.

### 12.3 Required Transfer of Mortgage

If the Mortgagor is entitled to require that the Credit Union transfer this Mortgage to another person, the Credit Union will execute and deliver a transfer of this Mortgage (the "Transfer of Mortgage") to the other person upon the written direction of the Mortgagor to that effect and upon payment to the Credit Union of all of the following amounts:

- a) the Obligations outstanding and secured by this Mortgage (including any prepayment fees),
- b) the Credit Union's standard fee for signing a transfer of a mortgage, and
- c) all of the Credit Union's expenses of preparing (or amending) and signing the Transfer of the Mortgage.

### 12.4 Voluntary Transfer of Mortgage

The Credit Union may transfer this Mortgage to any person at any time and upon such terms as the Credit Union may decide. If the Credit Union transfers this Mortgage, the person to whom it is transferred will have all the powers, rights, and remedies available to the Credit Union in this Mortgage and the definition of "Credit Union" will be amended to mean the

person to whom the Credit Union has transferred this Mortgage.

## ARTICLE 13 - EVENTS OF DEFAULT

### 13.1 Events of Default

The following are events of default under this Mortgage:

- a) **Default** – if the Mortgagor fails to observe or perform something hereby required to be done or some covenant or condition hereby required to be observed or performed;
- b) **Permits To Be Done** – if the Mortgagor does, or permits to be done, anything that the Mortgagor has herein agreed not to do or permit to be done;
- c) **Misrepresentation** – if any representation or warranty given by the Mortgagor (or any director or officer thereof if the Mortgagor is a corporation) is untrue in any material respect;
- d) **Winding Up** – if the Mortgagor is a corporation and if an order is made or a resolution passed for the winding-up of the Mortgagor, or if a petition is filed for the winding-up of the Mortgagor;
- e) **Bankruptcy** – if the Mortgagor commits or threatens to commit any act of bankruptcy or becomes insolvent or makes an assignment or proposal under the *Bankruptcy and Insolvency Act* or a general assignment in favour of its creditors or a bulk sale of its assets, or if a bankruptcy petition is filed or presented against the Mortgagor;
- f) **Arrangement** – if the Mortgagor is a corporation and if any proceedings with respect to the Mortgagor are commenced under the *Companies Creditors Arrangement Act*;
- g) **Execution, Etc.** – if any execution, sequestration, extent, or any other process of any Court become enforceable against the Mortgagor or if a distress or analogous process is levied against the property of the Mortgagor or any part thereof;
- h) **Other Indebtedness** – if the Mortgagor permits any sum which has been admitted as due by the Mortgagor or is not disputed to be due by the Mortgagor and which forms, or is capable of being made, a charge upon the Lands in priority to this Mortgage to remain unpaid after proceedings have been taken to enforce the same as a prior charge;
- i) **Default in Other Payment** – if the Mortgagor defaults under documentation with respect to any other loan made by the Credit Union to the Mortgagor, whether or not such loan constitutes part of the Obligations, or made by any other lender to the Mortgagor;
- j) **Sale or Lease** – if, without the prior written consent of the Credit Union, the Mortgagor sells, agrees to sell, leases, agrees to lease, or otherwise disposes or agrees to dispose of the Lands or any part or parts thereof or any interest therein;



- (k) **Mortgage or Encumbrance** – if, without the prior written consent of the Credit Union, the Mortgagor grants or agrees to grant any further mortgage of the Lands or any part or parts thereof or any interest therein or otherwise permits the Lands to be encumbered in any manner other than by Permitted Encumbrances;
- (l) **Mortgagor Dies** – If the Mortgagor is an individual and the Mortgagor dies (or if the Mortgagor is more than one individual and the last survivor of those individuals dies);
- (m) **Lands Abandoned** – if the Lands (or any part of the Lands) are abandoned or left unoccupied for more than 30 days;
- (n) **Lands Expropriated** – if the Lands (or any part of the Lands) are expropriated;
- (o) **Unlawful Purpose** – if the Lands (or any part of the Lands) are used for any unlawful purpose or any unlawful activity is carried on in or on the Lands, whether with or without the consent or knowledge of the Mortgagor; or
- (p) **Change of Control** – if the Mortgagor is a corporation and if, without the prior written consent of the Credit Union, there is, in the opinion of the Credit Union, a change of effective control of the Mortgagor.

### 13.2 Acceleration

Upon the occurrence of an Event of Default, unless the Credit Union waives the Event of Default pursuant to Section 13.3, all Obligations will immediately become due and payable and the security of this Mortgage will become enforceable.

### 13.3 Waiver

The Credit Union may waive an Event of Default but that waiver will not extend to or in any way affect any subsequent Event of Default and the Credit Union's rights resulting therefrom.

### 13.4 Contingent Liabilities

This Mortgage may secure contingent obligations or liabilities (the "Contingent Liabilities") that may not have become fixed and absolute when the Credit Union is entitled to demand payment of the Obligations and in those circumstances and for the purpose of demanding payment of the Obligations:

- a) the Credit Union may estimate the amount of the Contingent Liabilities and the estimated amount will be due and payable by the Mortgagor to the Credit Union;
- b) the estimated amount of Contingent Liabilities due and payable pursuant to (a) above will form part of the Other Amounts and, accordingly, the amount required to redeem this Mortgage will include the estimated amount of Contingent Liabilities;
- c) the amount of estimated Contingent Liabilities received by the Credit Union pursuant to this Section will be held by the Credit Union as collateral security for the payment to the Credit Union of the Contingent Liabilities if and when they become fixed and absolute liabilities; and

- d) if any of the estimated Contingent Liabilities received by the Credit Union are subsequently extinguished without ever having become fixed and absolute or become fixed and absolute in an amount less than estimated, the excess amount received by the Credit Union will be paid to the Mortgagor together with such interest, if any, which the Credit Union may in its absolute discretion deem appropriate.

## ARTICLE 14 - ENFORCEMENT AND COLLECTION

### 14.1 Remedies

Upon the occurrence of an Event of Default the Credit Union may take any or all of the following actions:

- a) sue the Mortgagor for the amounts secured by this Mortgage;
- b) take possession of the Lands (and exclude the Mortgagor and any other persons from the Lands);
- c) distraint upon any goods on the Lands for the amounts secured by this Mortgage;
- d) sell the Lands by public auction or private sale or lease the Lands on any terms and conditions the Credit Union sees fit and on at least seven (7) days' notice to the Mortgagor, or if an Event of Default continues for at least three months, then without any notice to the Mortgagor;
- e) apply to Court to obtain a court order that the Lands be sold on any terms approved by the Court;
- f) apply to Court to foreclose the Mortgagor's interest in the Lands; and
- g) appoint a receiver or apply to Court for the Court to appoint a receiver.

### 14.2 Proceeds of Sale

If the Lands are sold by public auction, private sale, or court order, the Credit Union will use the net amount received by the Credit Union from the sale first to pay all Obligations, and any surplus will be paid:

- a) according to the court order, if the Lands are sold by court order; or
- b) to the Mortgagor, if the Mortgagor's interest in the Lands is sold other than by court order.

### 14.3 Deficiency

If the amount received from a sale of the Lands is not sufficient to fully pay the Obligations, the Mortgagor will forthwith pay the deficiency to the Credit Union.

### 14.4 Other Securities

If the Credit Union holds other securities as security for repayment of the Obligations, the Credit Union may realize on those securities or this Mortgage in any order it decides. Any action under those securities will not prevent action being taken under this Mortgage and vice versa.

#### 14.5 Not Mortgagee in Possession

Nothing done by the Credit Union under this Mortgage other than actually taking possession of the Lands will make the Credit Union a mortgagee in possession.

#### 14.6 No Merger

If the Credit Union obtains a judgment under this Mortgage, the judgment will not merge with this Mortgage and the Credit Union will continue to have all its rights under this Mortgage (including the right to receive interest on Other Amounts at the Interest Rate) until all of the Obligations have been paid in full.

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### ARTICLE 15 - RECEIVER

#### 15.1 Receiver's Power

Any receiver appointed by the Credit Union pursuant to Section 14.1 will have the following powers:

- a) **Take Possession** – to take possession of, and for that purpose to enter, the Lands;
- b) **Repair and Maintain** – to repair and maintain any buildings or other improvements forming part of the Lands;
- c) **Manage Lands** – to manage the Lands and to demand, recover, and receive income from the Lands and give receipts for such income;
- d) **Carry on Business** – to carry on or concur in carrying on the business of the Mortgagor on the Lands, to employ and discharge any persons upon the terms and at the remuneration the receiver considers proper, and to do all necessary things to carry on the business of the Mortgagor on the Lands;
- e) **Sell or Lease** – to sell or lease or concur in the selling or leasing of the whole or any part of the Lands and to terminate or amend any lease of the whole or any part of the Lands;
- f) **Complete Construction** – to complete the construction of any buildings or other improvements forming part of the Lands;
- g) **Act in Mortgagor's Name** – to act in the name of the Mortgagor or otherwise as the receiver considers necessary;
- h) **Institute Proceedings** – to institute and prosecute all suits, proceedings, and actions that the receiver considers necessary for the proper protection of the Lands or to recover any income from the Lands, to defend all suits, proceedings, and actions against the Mortgagor or the receiver and to appear and conduct the prosecution and defence of any suit, proceeding, or action then pending or thereafter instituted and appeal any suit, proceeding, or action;

- i) **Make Arrangements** – to make any arrangement or compromise that the receiver considers expedient;
- j) **Other Powers** – to exercise such other powers as may be conferred by law; and
- k) **Raise Money** – to borrow money to carry on the business of the Mortgagor on the Lands or to maintain the whole or any part of the Lands, in such amount as the receiver may, from time to time, deem necessary and in so doing the receiver may issue certificates (herein called "Receiver's Certificates") and the Receiver's Certificates may be payable either to order or to bearer and may be payable at such time or times as the receiver may think expedient and will bear interest as shall be stated therein and the amounts from time to time payable by virtue of such Receiver's Certificates will form a charge upon the Lands in priority to this Mortgage.

#### 15.2 Sale or Lease of Lands by Receiver

In exercising the receiver's foregoing power to sell or lease the whole or any part of the Lands, the receiver may in the receiver's absolute discretion:

- a) sell the whole or any part of the Lands at public auction, by public or private tender, or by private sale;
- b) effect a sale or lease by conveying or demising in the name of or on behalf of the Mortgagor or otherwise;
- c) make any stipulation as to title or conveyance or commencement of title;
- d) participate in, rescind, or vary any contract of sale or lease;
- e) resell or release without being answerable for any loss occasioned thereby; and
- f) sell on terms as to credit as shall appear to be most advantageous to the receiver, and if a sale is on credit neither the receiver nor the Credit Union shall be accountable for any monies until actually received.

#### 15.3 Attorney

To enable the receiver to exercise the powers granted to the receiver under this Mortgage, the Mortgagor hereby appoints each receiver to be its attorney to effect a sale or lease of the Lands or any part or parts thereof by conveying or leasing the same in the name of or on behalf of the Mortgagor or otherwise and under the receiver's own seal and to give effectual receipts for any monies paid pursuant to such sale or lease; and any deed, lease, agreement, receipt, or other instrument signed by a receiver under the receiver's seal pursuant hereto will have the same effect as if it were under the seal of the Mortgagor.

#### 15.4 Validity of Sale

No purchaser at any sale purporting to be made by the Credit Union or the receiver pursuant to the powers in Sections

14.1(d) or 15.2 shall be bound to enquire whether any default or breach has been made or continues or whether any notice required hereunder has been given, or as to the necessity or expediency of the stipulations subject to which the sale is made, or otherwise as to the propriety of the sale or regularity of its proceedings, or be affected by notice that any such default or breach has been made or continues, or notice that the sale is otherwise unnecessary, improper, or irregular. Despite any impropriety or irregularity, or notice thereof to any purchaser, the sale as regards that purchaser shall be deemed to be within the aforesaid powers and be valid accordingly and the remedy, if any, of the Mortgagor in respect of any impropriety or irregularity whatsoever in any sale by the receiver or the Credit Union will be in damages only.

#### 15.5 Removal and Reappointment

Any receiver appointed by the Credit Union may be removed by the Credit Union and another receiver appointed.

#### 15.6 Agent of Mortgagor

Any receiver appointed by the Credit Union will be the Mortgagor's agent. The Mortgagor will be responsible for all actions of the receiver and nothing done by the receiver will make the Credit Union liable as a mortgagee in possession.

#### 15.7 Fees

The receiver will be entitled to the receiver's reasonable fees out of the proceeds received by him.

#### 15.8 Balance

The receiver will pay the balance of any income received by the receiver, after deduction of the receiver's fees and expenses, to the Credit Union.

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### ARTICLE 16 - ADVANCES

#### 16.1 No Obligation

Except as provided in Section 16.2, neither the execution nor the registration of this Mortgage will bind the Credit Union to advance any monies nor shall the advance of any monies bind the Credit Union to advance or readvance any unadvanced portion thereof.

#### 16.2 Limited Obligation to Advance

If this Mortgage secures the obligation of the Mortgagor to repay to the Credit Union amounts payable by the Credit Union under one or more letters of credit, guarantees, or bankers' acceptances, the Credit Union shall be required pursuant to this Mortgage to advance the amount of such letters of credit, guarantees, or bankers' acceptances by payment to the party entitled to such payment and, pursuant to Section 28 of the *Property Law Act*, R.S.B.C. 1996, Chap. 377, this Mortgage will have priority to the full extent of amounts so advanced

over mortgages and judgments registered after the registration of this Mortgage.

#### 16.3 Deductions

The Credit Union may deduct from any advance or readvance of monies to the Mortgagor secured by this Mortgage:

- a) any Taxes, the payment of which is overdue;
- b) any interest accrued under this Mortgage, whether or not due and payable;
- c) the amount of any builder's lien, judgment, mortgage, or other financial encumbrance registered against the Lands that ranks or may rank in priority to this Mortgage or any advance made pursuant to this Mortgage and that is not a Permitted Encumbrance; and
- d) an amount estimated by the Credit Union's solicitors or notaries as being the fees and disbursements (and applicable taxes) for preparing and registering this Mortgage.

#### 16.4 Current or Running Account

If Item 7 indicates that this Mortgage secures a current or running account:

- a) the Credit Union may, from time to time, readvance to the Mortgagor any advances secured by this Mortgage that may have been repaid by the Mortgagor;
- b) this Mortgage will continue to have effect and will not be deemed to have been discharged by reason only that:
  - i) all advances and readvances have been repaid; or
  - ii) there is nothing owing to the Credit Union under this Mortgage; and
- c) this Mortgage will remain as effective security for all Obligations until the Credit Union delivers a discharge of this Mortgage to the Mortgagor in accordance with Section 12.1 hereof.

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### ARTICLE 17 - STRATA TITLE PROVISIONS

#### 17.1 Strata Lots

If the Lands include any strata lot, this Article 17 will apply.

#### 17.2 Obligations under Strata Property Act

The Mortgagor will fulfil all the obligations of a strata lot owner under the *Strata Property Act*, S.B.C. 1998, Chap. 43, and the bylaws of the strata corporation and will pay all contributions levied by the strata corporation.

#### 17.3 Assignment of Voting Rights

The Mortgagor assigns to the Credit Union the Mortgagor's right to vote pursuant to the *Strata Property Act* under the strata corporation's bylaws on matters relating to insurance, maintenance, finance, or other matters relating to the security

of the Credit Union. Nothing in this Mortgage requires the Credit Union to vote or to protect the interests of the Mortgagor.

#### 17.4 Not Mortgagee in Possession

Nothing in this Article 17, including the Credit Union voting on behalf of the Mortgagor, will make the Credit Union a mortgagee in possession.

#### 17.5 Notices and Statements

At the request of the Credit Union, the Mortgagor will give to the Credit Union copies of all notices, financial statements, and other documents given by the strata corporation to the Mortgagor.

#### 17.6 Obtaining Certificate

The Mortgagor hereby appoints the Credit Union as its agent for the purpose of obtaining, from time to time, certificates from the strata corporation pursuant to Sections 59 and 115 of the *Strata Property Act*.

#### 17.7 No Leases over Three Years

The Mortgagor will not lease any strata lot for a term of three years or more.

#### 17.8 Access to Records

Pursuant to Section 36 of the *Strata Property Act*, the Mortgagor hereby authorizes any officer of the Credit Union to review and obtain copies of the records and documents referred to in Section 35 of the *Strata Property Act*.

### ARTICLE 18 - ASSIGNMENT OF RENTS

#### 18.1 Leases and Rents

If the Lands or any part thereof are at any time subject to a Lease the provisions of this Article 18 will apply.

#### 18.2 Definitions

In this Article 18:

- a) "Guarantees" means each and every guarantee, indemnity, or other surety contract, whether contained in a Lease or otherwise, present or future, with respect to the payment of Rents or performance by a Tenant of any other obligations under a Lease and "Guarantee" means one of the Guarantees;
- b) "Guarantor" means each and every guarantor, indemnitor, or other person liable to the Mortgagor pursuant to a Guarantee;
- c) "Leases" means all present and future, written or oral
  - i) leases,
  - ii) agreements to lease,
  - iii) tenancy agreements,

- iv) licences,
- v) rights of occupation, and
- vi) all agreements supplemental thereto

with respect to the Lands or any part or parts thereof and that are derived from the Mortgagor's interest in the Lands and "Lease" means one of the Leases;

- d) "Rents" means all rents and other monies payable to the Mortgagor under and pursuant to the Leases;
- e) "Tenant" means any person, howsoever described, liable to the Mortgagor under a Lease.

#### 18.3 Assignment

The Mortgagor hereby grants, assigns, transfers, and sets over unto the Credit Union:

- a) the Rents;
- b) all covenants, benefits, and advantages contained in or to be derived from, the Leases; and
- c) all covenants, benefits, and advantages contained in, or to be derived from, the Guarantees;

to have and to hold and to receive the same unto the Credit Union until all of the Obligations secured under this Mortgage have been fully paid and satisfied and this Mortgage has been discharged.

#### 18.4 Exercise of Rights

The Credit Union will not exercise its rights under this Article 18 unless and until an Event of Default has occurred, provided that:

- a) the Credit Union may give notice, at any time, to any Tenant or Guarantor advising of this assignment but unless an Event of Default has occurred any such notice will provide that the Rents are to continue to be paid to, or to the order of, the Mortgagor until otherwise directed by the Credit Union; and
- b) if an Event of Default has occurred, the Credit Union may give notice in writing of this assignment to any Tenant or Guarantor directing payment of the Rents to the Credit Union or its nominee and this will be an irrevocable direction by the Mortgagor to every Tenant and Guarantor that upon receipt of such notice all payments of rent are to be made as directed thereby.

#### 18.5 Representations and Warranties

The Mortgagor hereby represents and warrants to the Credit Union that:

- a) the Mortgagor has not previously assigned the Rents, Leases, or Guarantees, in whole or in part, pursuant to an assignment that is presently in force; and
- b) all of the Rents are payable on a monthly basis and there is not now nor has there ever been any right of set-off, commutation, or prepayment with respect to the Rents.

### 18.6 Positive Covenants

The Mortgagor hereby covenants and agrees with the Credit Union that:

- a) the Mortgagor will provide to the Credit Union, forthwith upon request, a current list of all Leases and Guarantees in such detail as the Credit Union may reasonably require and also, if requested by the Credit Union, a copy of each Lease and Guarantee;
- b) the Mortgagor will, forthwith upon notice from the Credit Union that it requires the same, execute and deliver to the Credit Union specific assignments of specific Leases and the Rents payable thereunder;
- c) the Mortgagor will give to each Tenant and Guarantor, when directed by the Credit Union, notice of this assignment and any specific assignment;
- d) the Mortgagor will, at all times, observe and perform all of the Mortgagor's obligations under each of the Leases; and
- e) the Mortgagor will promptly advise the Credit Union in writing
  - i) of any defaults under any of the Leases that are not cured within 14 days of the Mortgagor giving the Tenant or Guarantor notice thereof,
  - ii) of any other events pursuant to that the Mortgagor is entitled to terminate a Lease,
  - iii) of any termination of any Lease, and
  - iv) of any distraint or other action taken by the Mortgagor against a Tenant or a Tenant's assets.

### 18.7 Negative Covenants

The Mortgagor will not, without the prior written consent of the Credit Union:

- a) accept prepayment of any Rents;
- b) permit any set-off, waiver, release, discharge, discount, or commutation of the payment of any of the Rents; or
- c) while any Event of Default is in existence, modify, amend, surrender, cancel, or terminate any of the Leases or the Guarantees.

### 18.8 Attorney

The Mortgagor hereby nominates, constitutes, and appoints the Credit Union to be its true and lawful attorney for and in its name, but for the use and benefit of the Credit Union, to demand, recover, and enforce payment of all Rents and for such purposes to institute such actions at law or in equity and take such proceedings by distress or otherwise as the Credit Union shall from time to time deem fit and proper and for the purposes aforesaid or any of them to make, assign, and execute any and all warrants of distress and other documents in the name of the Mortgagor as the Credit Union shall deem fit or proper. The costs of all such distraints and all other expenses are to be paid by the Mortgagor and to be added to and form part of the Other Amounts and to bear interest at

the Interest Rate. The Mortgagor agrees with the Credit Union that this Power of Attorney may be exercised on behalf of the Credit Union through any one of its officers and that it shall be irrevocable so long as any monies remain owing under this Mortgage.

### 18.9 Notice Effective

No Tenant or Guarantor will be bound to ascertain whether or not an Event of Default has occurred or is continuing and whether or not an Event of Default has occurred and any notice of this assignment will be valid and effective as regards any Tenant or Guarantor even though no Event of Default has occurred or is continuing and the remedy, if any, of the Mortgagor will be against the Credit Union only.

### 18.10 The Credit Union Not Responsible for Collections

Nothing herein contained shall be construed so as to have the effect of making the Credit Union responsible for the collection of the Rents or any part or parts thereof or for the observance or performance of any of the covenants, terms, or conditions to be observed or performed by the Mortgagor under any of the Leases.

### 18.11 Accounting

The Credit Union shall be liable to account only for such monies as may actually come into its hands by virtue of this assignment, less proper collection charges, and such monies when so received by the Credit Union will be applied on account of the monies secured by this Mortgage.

### 18.12 Proceedings

If the Credit Union at any time in its absolute discretion deems it advisable to take proceedings either judicially or extrajudicially by way of distress or otherwise for the enforcement of the payment of the Rents or performance of the obligations of any Tenant or Guarantor, then the Mortgagor will, if requested by the Credit Union, join with the Credit Union in such proceedings and the Mortgagor hereby irrevocably authorizes the Credit Union to join the Mortgagor in such proceedings.

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## ARTICLE 19 - SUBDIVISION AND PARTIAL DISCHARGES

### 19.1 Subdivision

If the Lands are subdivided:

- a) each subdivided lot will be charged with the whole amount secured by this Mortgage; and
- b) the Credit Union cannot be required to discharge this Mortgage against any subdivided lot unless the full amount secured by this Mortgage is paid when due.

## 19.2 Partial Discharges

The Credit Union may discharge this Mortgage from any part of the Lands in return for any consideration required by the Credit Union. If the Credit Union discharges any part of the Lands from this Mortgage, this Mortgage will continue against the balance of the Lands that have not been discharged.

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## ARTICLE 20 - RESIDENCE OF THE MORTGAGOR

### 20.1 Representation and Warranty

The Mortgagor represents and warrants to the Credit Union that the Mortgagor is a resident of Canada for the purposes of Section 116 of the *Income Tax Act* (Canada).

### 20.2 Not to Cease

The Mortgagor shall not, without the prior written consent of the Credit Union, cease to be a resident of Canada for the purposes of Section 116 of the *Income Tax Act* (Canada).

### 20.3 Notice of Change

The Mortgagor shall, forthwith upon becoming a non-resident of Canada, so advise the Credit Union by notice in writing, and until the Credit Union receives such notice the Credit Union may for all purposes rely on the Mortgagor's representation and warranty contained in Section 20.1 and may assume that the representation and warranty in Section 20.1 continues to be correct.

### 20.4 Provide Documentation

If the Mortgagor becomes a non-resident of Canada for the purposes of Section 116 of the *Income Tax Act*, the Mortgagor will:

- a) forthwith upon becoming a non-resident of Canada, provide the Credit Union with all documentation required to establish the adjusted cost base of the Lands and the opening balances of capital cost allowance accounts on fixed capital assets forming part of the Lands, and
- b) provide to the Credit Union annual updates of the information contained in the documentation provided pursuant to clause (a) no later than December 31, in each year.

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## ARTICLE 21 - NOTICES AND DEMANDS

### 21.1 Notices and Demands

Any notice or demand to be given under this Mortgage must be in writing and must be:

- a) delivered,
- b) sent by mail,
- c) transmitted by facsimile, or
- d) sent by email,

to the respective party to be served at its respective address, fax number, or email address set out in Item 3 or Item 4 or otherwise provided to the other parties in writing. Any party may change its address, fax number, or email address for purposes of this Agreement by notice as provided in this Section. Except as provided in the next paragraph and in Section 11.2, all notices and demands will be deemed to have been received by the person to whom it is addressed:

- a) on the date of receipt if delivered;
- b) five days from the date of mailing if sent by mail; or
- c) the date of transmission if transmitted by facsimile or email.

Notwithstanding any other provisions of this Mortgage, any notice or demand received or otherwise deemed received:

- a) after 5:00 p.m. (Pacific time), or
- b) on a day that is not a Business Day,

will be deemed to have been received on the next Business Day. In this provision "Business Day" means a day on which the office of the Credit Union located at the address in Item 4 is open for business.

### 22.2 Labour Disputes

If there is a labour dispute affecting mail delivery in Canada, any notice or demand that is mailed during, or three Business Days before, the labour dispute will only be considered received when actually received by the person to whom it is addressed.

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## ARTICLE 22 - MISCELLANEOUS

### 22.1 Sale of Lands

In the event of a sale of the Lands or any portion thereof:

- a) a condition of obtaining the consent of the Credit Union to the sale will be that the purchaser or transferee execute and deliver to the Credit Union an agreement in form approved by the Credit Union whereby the purchaser or transferee assumes and undertakes to pay the Obligations (or such of them as the Credit Union may specify) and to be bound by, observe and perform all of the covenants, agreements, conditions, stipulations, and provisos on the part of the Mortgagor herein contained;
- b) the Mortgagor will not, unless the Credit Union specifically provides in writing, be relieved of any of the Mortgagor's obligations under this Mortgage; and
- (c) whether or not the Credit Union consents to the sale, the Mortgagor hereby assigns, transfers, and sets over to the Credit Union all the Mortgagor's right, title, claim, demand, and interest whatsoever at law or in equity or otherwise to be indemnified by the purchaser or transferee of and from payment of any and all monies secured by this Mortgage.

## 22.2 Further Assurances

The Mortgagor will execute, at the Credit Union's request, all other documents and will do all other things that the Credit Union may reasonably require to ensure that payment of the Obligations are fully secured by this Mortgage and after an Event of Default to ensure that title to the Lands is vested in the Credit Union or any purchaser from the Credit Union.

## 22.3 Consolidation

The doctrine of consolidation will apply to this Mortgage notwithstanding Section 31(3) of the *Property Law Act*, R.S.B.C. 1996, Chap. 377, or any similar statutory provision in force from time to time.

## 22.4 Fees

The Mortgagor will pay to the Credit Union as and when demanded reasonable administration, renewal, and other fees imposed from time to time by the Credit Union in connection with this Mortgage.

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## ARTICLE 23 - INTERPRETATION

### 23.1 Headings

The headings in this Mortgage are inserted for convenience of reference only and will not affect the construction or interpretation of this Mortgage.

### 23.2 Schedules Attached

Any schedules attached to the Mortgage Form are a part of this Mortgage.

### 23.3 Invalid Provisions

If any provision contained in this Mortgage is determined to be invalid or unenforceable, the remainder of this Mortgage will not be affected thereby and each other provision of this Mortgage will be valid and enforceable to the fullest extent permitted by law.

### 23.4 Singular or Masculine Words

The use of singular or masculine in this Mortgage will include the plural, feminine, or corporate body where appropriate.

### 23.5 More Than One Mortgagor

If more than one person constitutes the Mortgagor, the agreements of, and all obligations and covenants to be performed and observed by, the Mortgagor hereunder will be the joint and several agreements, obligations, and covenants of each of the persons comprising the Mortgagor and any request or authorization given to the Credit Union by any of the persons comprising the Mortgagor will be deemed to be the joint and several requests or authorizations of each of the persons comprising the Mortgagor.

## 23.6 Persons Bound

This Mortgage will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

## 23.7 Governing Law

This Mortgage will be governed by, and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada in force in British Columbia and the Mortgagor hereby submits to the jurisdiction of the courts of British Columbia with respect to this Mortgage.

## 23.8 Statute References

A reference in this Mortgage to a particular statute means the statute as amended from time to time and any statute substituted therefore.

No. VLC-S-H-240795  
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

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BETWEEN:

KOOTENAY SAVINGS CREDIT  
UNION

PETITIONER

AND:

KS PROPERTY MANAGEMENT  
INC., INC. NO. BC1281655  
also known as KS PROPERTY MANAGEMENT  
INC.  
MARWEST INDUSTRIES LTD.  
COLAS WESTERN CANADA INC.  
PENNCO ENGINEERING (BC) LTD.  
GEO STABILIZATION INTERNATIONAL INC.  
HIS MAJESTY THE KING IN RIGHT OF  
CANADA

RESPONDENTS

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**AFFIDAVIT**

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FILE NO. 404-101

JC/ca

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