

This is the 1st affidavit of Kimberly Lopez in this case and was made on November 29, 2024

No. SZUE Z67
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36

AND

IN THE MATTER OF THE CANADA BUSINESS CORPORATIONS ACT, R.S.C. 1985, c. C-44, THE BUSINESS CORPORATIONS ACT, S.B.C. 2002, c. 57

AND

IN THE MATTER OF SAN INDUSTRIES LTD., AND THOSE PARTIES LISTED ON SCHEDULE "A"

PETITIONERS

AFFIDAVIT

- I, Kimberly Lopez, Legal Administrative Assistant, of 2500 700 West Georgia Street, Vancouver, British Columbia, **AFFIRM AND SAY AS FOLLOWS:**
- 1. I am a Legal Administrative Assistant employed by the law firm of Farris LLP, solicitors for the Petitioners in this proceeding, and as such have personal knowledge of the matters hereinafter deposed to, save and except where stated to be based upon information and belief, and where so stated, I verily believe them to be true.
- 2. I have been authorized by the Petitioners to affirm this affidavit on its behalf.

.. ilmi

- 3. Attached hereto and marked as **Exhibit "A"** to my affidavit is copy of the BC Company search for Super-Cut Lumber Industries Ltd., dated November 28, 2024.
- 4. Now produced and shown to me as **Exhibit "B"** to my affidavit is copy of a letter dated November 27, 2024, from Scarlett Chen, Senior Real Estate Specialist of Vancouver Fraser

11070303v1

Port Authority, to Jaskaran Gill, Kevin Somerville, Sukhjit Sanghera, and Kamaljit Sanghera regarding notice of default under the lease agreement.

- 5. Now produced and shown to me as **Exhibit "C"** to my affidavit is copy of a letter dated November 28, 2024, from Randal J. Kaardal, K.C., counsel for Interfor Corporation, regarding the Letter from Port of Vancouver, dated November 27, 2024.
- 6. Now produced and shown to me as **Exhibit "D"** to my affidavit is copy of email correspondence between Sunny Aujla of Farris LLP with Lisa Picotte-Li, counsel for IWA-Forest Industry Pension Plan & LTD Plan ("**IWA-FIBP**"), regarding potential December 2024 filing of a Notice of Civil Claim against Coulson Manufacturing 2017 Ltd.
- 7. Now produced and shown to me as **Exhibit** "E" to my affidavit is copy of the updated cash flow to reflect interim financing.
- 8. Now produced and shown to me as **Exhibit "F"** to my affidavit is copy of the Consent to Act, dated November 28, 2024, from Jeff Keeble of Deloitte Restructuring Inc.
- 9. Now produced and shown to me as **Exhibit "G"** to my affidavit is copy of the interim lending facility term sheet, dated November 29, 2024.
- 10. Now produced and shown to me as **Exhibit "H"** to my affidavit is a copy of the BC Company search for San Industries Ltd., dated November 29, 2024.

AFFIRMED BEFORE ME at Vancouver, British Columbia, this 29th day of

November, 2024.

A Commissioner for taking Affidavits

for British Columbia.

Kimberly onez

SANDY LUN
Barrister • Solicitor
FARRIS LLP
2500 - 700 West Georgia Street
P.O. Box 10026, Pacific Centre
Vancouver, BC V7Y 1B3

This is Exhibit "A" to the Affidavit #1 of Kimberly Lopez affirmed November 29, 2024 before me at the City of Vancouver.



Mailing Address: PO Box 9431 Stn Prov Govt Victoria BC V8W 9V3 www.corporateonline.gov.bc.ca

2nd Floor - 940 Blanshard Street Victoria BC 1 877 526-1526

BC Company Summary

For SUPER-CUT LUMBER INDUSTRIES LTD.

Date and Time of Search:

November 28, 2024 01:26 PM Pacific Time

Currency Date:

July 29, 2024

ACTIVE

Incorporation Number:

BC0703840

Name of Company:

SUPER-CUT LUMBER INDUSTRIES LTD.

Business Number:

848507075 BC0001

Recognition Date and Time:

Incorporated on September 09, 2004 03:31 PM Pacific

In Liquidation: No

Time

Last Annual Report Filed:

September 09, 2024

Receiver:

No

REGISTERED OFFICE INFORMATION

Mailing Address:

25583-88 AVE

LANGLEY BC V1M 3N8

CANADA

Delivery Address:

25583-88 AVE

LANGLEY BC V1M 3N8

CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

25583-88 AVE

LANGLEY BC V1M 3N8

CANADA

Delivery Address:

25583-88 AVE

LANGLEY BC V1M 3N8

CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:

DEOL, IQBAL SINGH

Mailing Address:

6980-142 STREET

SURREY BC V3W 6N3

CANADA

Delivery Address:

6980-142 STREET

SURREY BC V3W 6N3

CANADA

Last Name, First Name, Middle Name: DEOL, IQBAL SINGH

Office(s) Held: (President)

Mailing Address:

6980-142 ST

SURREY BC V3W 6N3

CANADA

Delivery Address:

6980-142 ST

SURREY BC V3W 6N3

CANADA

This is Exhibit "B" to the Affidavit #1 of Kimberly Lopez affirmed November 29, 2024 before me at the City of Vancouver.



Vancouver Fraser Port Authority 100 The Pointe, 999 Canada Place Vancouver, B.C. Canada V6C 3T4 portvancouver.com

November 27, 2024

VIA DELIVERY IN PERSON AND E-MAIL

[jaskaran@sangroupinc.com; kevin.somerville@sangroupinc.com]

Acorn Forest Products Ltd. 602 – 13737 96 Avenue Surrey, British Columbia, V3V 0C6

25583 – 88th Avenue Langley, British Columbia, V1M 3N8

1450, 13401 – 108th Avenue Surrey, British Columbia, V3T 5T3

c/o International Forest Products Limited Four Bentall Centre Suite 3500 – 1055 Dunsmuir Street Vancouver, British Columbia, V7X 1H7

Attention:

Jaskaran S. Gill, Corporate Operating Officer Kevin Somerville, Vice President, Operations Sukhjit Singh Sanghera, Director Kamaljit Singh Sangera, Director VIA DELIVERY IN PERSON

Business Development Bank of Canada BDC Tower, One Bentall Centre Suite 2100, PO Box 6, 505 Burrard Street Vancouver, British Columbia, V7X 1M6 Received Nov. 21, 2024 2:35 pm

Dear Sirs/Mesdames:

Re: Notice of Default under Lease Agreement No. DEL359-04000F-018 dated March 1, 2012 (the "Land Lease") and Lease Agreement No. DEL323-04001F-003 dated April 1, 2019 (the "Waterlot Lease") as assigned and amended by Agreement No. DEL359-04000F-025 dated May 14, 2022 (collectively, the "Lease Agreements")

We write to advise that Acorn Forest Products Ltd. ("Acorn") is in default of its obligations outlined under the Lease Agreements. Acorn has failed to make payment of Rent under the Land Lease and, in accordance with section 12.11 of the Land Lease and section 10.03 of the Waterlot Lease, this also constitutes a default under the Waterlot Lease.

As of today's date, the Rent plus interest owing under the Land Lease is \$1,878,207.78, with interest continuing to accrue at the per diem rate of \$765.32.

Pursuant to sections 12.1 and 12.4(a) of the Land Lease and section 10.01 of the Waterlot Lease, we hereby provide you with FIVE (5) days' notice to remedy this default.

If you fail to remedy such default, the Vancouver Fraser Port Authority may exercise all remedies available to it pursuant to the Lease Agreements, or otherwise at law, including but not limited to, terminating the Lease Agreements and your tenancy at the premises, and holding you liable for all arrears and for all future damages as a result of the Vancouver Fraser Port Authority losing the benefit of the Lease Agreements over the unexpired term, as well as any other amounts and obligations under the Lease Agreements.

Given the ongoing disruption of mail service, please find enclosed the written acknowledgement of receipt pursuant to section 20.1 of the Land Lease and section 16.07 of the Waterlot Lease, which we ask that you return.

Kindly give this matter your immediate attention.

Yours truly,

S Chen

Scarlett Chen Senior Real Estate Specialist

cc: Mr. Kamal Sanghera, Executive Director, San Industries Ltd. (kamal@sangroupinc.com)

Mr. Suki Sanghera, Executive Director, San Industries Ltd. (suki@sangroupinc.com)

Mr. Paul Deol, Director, San Industries Ltd. (paul@sangroupinc.com)

Mr. Andy Johal, Vice President, Sales, San Industries Ltd. (andy@sangroupinc.com)

Ms. Jasmin Sanghera, Vice President, Finance, San Industries Ltd. (jasmin@sangroupinc.com)

Mr. Bob Bortolin, Vice President, Business Development, San Industries Ltd. (bob@sangroupinc.com)

Mr. Mike Mackay, Vice President, Corporate Development & Strategy, Interfor Corporation (mike.mackay@interfor.com and original to follow via delivery)



Vancouver Fraser Port Authority 100 The Pointe, 999 Canada Place Vancouver, B.C. Canada V6C 3T4 portvancouver.com

November 27, 2024

VIA DELIVERY IN PERSON AND E-MAIL

[jaskaran@sangroupinc.com; kevin.somerville@sangroupinc.com]

Acorn Forest Products Ltd. 602 – 13737 96 Avenue Surrey, British Columbia, V3V 0C6

25583 – 88th Avenue Langley, British Columbia, V1M 3N8

1450, 13401 – 108th Avenue Surrey, British Columbia, V3T 5T3

c/o International Forest Products Limited Four Bentall Centre Suite 3500 – 1055 Dunsmuir Street Vancouver, British Columbia, V7X 1H7

Attention:

Jaskaran S. Gill, Corporate Operating Officer Kevin Somerville, Vice President, Operations Sukhjit Singh Sanghera, Director Kamaljit Singh Sangera, Director

VIA DELIVERY IN PERSON

Business Development Bank of Canada BDC Tower, One Bentall Centre Suite 2100, PO Box 6, 505 Burrard Street Vancouver, British Columbia, V7X 1M6

RECEIPT OF THIS LETTER IS ACKNOWLEDGED

this, 2024
Authorized Signatory for Acorn Forest Products Ltd.
RECEIPT OF THIS LETTER IS ACKNOWLEDGED this day of
Authorized Signatory for International Forest Products Limited
RECEIPT OF THIS LETTER IS ACKNOWLEDGED this day of, 2024
Authorized Signatory for Business Development Bank of Canada

Dear Sirs/Mesdames:

Re: Notice of Default under Lease Agreement No. DEL359-04000F-018 dated March 1, 2012 (the "Land Lease") and Lease Agreement No. DEL323-04001F-003 dated April 1, 2019 (the "Waterlot Lease") as assigned and amended by Agreement No. DEL359-04000F-025 dated May 14, 2022 (collectively, the "Lease Agreements")

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As of today's date, the Rent plus interest owing under the Land Lease is \$1,878,207.78, with interest continuing to accrue at the per diem rate of \$765.32.

Pursuant to sections 12.1 and 12.4(a) of the Land Lease and sections 10.01 of the Waterlot Lease, we hereby provide you with FIVE (5) days' notice to remedy this default.

If you fail to remedy such default, the Vancouver Fraser Port Authority may exercise all remedies available to it pursuant to the Lease Agreements, or otherwise at law, including but not limited to, terminating the Lease Agreements and your tenancy at the Premises, and holding you liable for all arrears and for all future damages as a result of the Vancouver Fraser Port Authority losing the benefit of the Lease Agreements over the unexpired term, as well as any other amounts and obligations under the Lease Agreements.

Given the ongoing disruption of mail service, please find enclosed the enclosed written acknowledgement of receipt pursuant to section 20.1 of the Land Lease and section 16.07 of the Waterlot Lease, which we ask that you return.

Kindly give this matter your immediate attention.

Yours truly,

S Chen

Scarlett Chen Senior Real Estate Specialist

cc: Mr. Kamal Sanghera, Executive Director, San Industries Ltd. (kamal@sangroupinc.com)

Mr. Suki Sanghera, Executive Director, San Industries Ltd. (suki@sangroupinc.com)

Mr. Paul Deol, Director, San Industries Ltd. (paul@sangroupinc.com)

Mr. Andy Johal, Vice President, Sales, San Industries Ltd. (andy@sangroupinc.com)

Ms. Jasmin Sanghera, Vice President, Finance, San Industries Ltd. (jasmin@sangroupinc.com)

Mr. Bob Bortolin, Vice President, Business Development, San Industries Ltd. (bob@sangroupinc.com)

Mr. Mike Mackay, Vice President, Corporate Development & Strategy, Interfor Corporation (mike.mackay@interfor.com and original to follow via delivery)

This is Exhibit "C" to the Affidavit #1 of Kimberly Lopez affirmed November 29, 2024 before me at the City of Vancouver.

Hunter Litigation Chambers KAARDAL/SMART/HUNTER

November 28, 2024

BY EMAIL - kamal@sangroupinc.com; bsa@hdas.com; baujla@farris.com

Acorn Forest Products Ltd and SAN Industries Ltd. 25583 88 Avenue Langley, BC Canada V1M 3N8 Farris LLP
25th Floor, 700 W Georgia
Street
Vancouver, BC
Canada V7Y 1B3

Attention: President and Director, Kamal Sanghera Jaskaran S. Gill, COO Kevin Somerville, VP, Operations Sukhjit Singh Sanghera, Director Attention: B. Sunny Aujla

Dear Sirs:

Re: Letter from Port of Vancouver, dated November 27, 2024

We act for Interfor Corporation and we write in respect of the Asset Purchase Agreement, dated April 11, 2022 (the "Asset Purchase Agreement"), and associated documents, including the Assignment and Assumption of Lease (Premises; Port Waterlot) dated May 14, 2022 and the Consent to Assignment from Interfor Corporation to Acorn Forest Products Ltd. ("Acorn") and Amendment of Lease No. DEL359-04000F-018 dated March 1, 2012 and Lease No. DEL323-04001F-003 dated April 1, 2019 (the "Consent Agreement").

On November 27, 2024, the Port of Vancouver (the "Port") wrote to Acorn by letter, with a copy to individuals from SAN Industries Ltd., Business Development Bank of Canada and Interfor, to advise of the Port's position that Acorn is in default of its obligations outlined under the Land Lease and Waterlot Lease, as defined within (the "Leases"), and that as of November 27, 2024, Acorn owes the amount of \$1,878,207.78 including outstanding rent and interest. The Port provides five days' notice to Acorn to remedy this default.

The Port had previously written to Interfor on October 25, 2024 to advise that Acorn was in rental arrears under Lease DEL359-04000F-018 (the "Lease") in the amount of \$1,835,630.17 including outstanding rent and interest and that it may elect to seek rent recovery from Interfor if it deems necessary. Interfor was unaware that rent was unpaid or in arrears pursuant to the Lease until receipt of this letter.

Interfor is aware that there was a significant fire at Acorn's mill located on the Premises and/or Port Waterlot described in the documents outlined above. Interfor has since inquired with Acorn and become aware that the fire rendered the premises unusable for the intended milling purpose and that Acorn has not been operating the mill since the fire.

Hunter Litigation Chambers Law Corporation 2100 – 1040 West Georgia Street, Vancouver, BC V6E 4H1 tel: 604 891 2400 fax: 604 647 4554 www.litigationchambers.com Randy J. Kaardal, K.C. direct: 604 647 4559 email: rkaardal@litigationchambers.com PRACTICE CONDUCTED THROUGH A LAW CORPORATION

2

Given the Port's October 25, 2024 and November 27, 2024 letters, pursuant to Article 6 of the Asset Purchase Agreement, Interfor hereby provides notice of its claim for indemnification for any and all costs related to all rent owing to the Port by Acorn and any and all associated costs, including interest, in the amount noted above and any future unpaid rent, costs and interest incurred in the event the Port seeks to elect to recover any such amounts from Interfor; and, that it will rely on the unconditional and irrevocable guarantee of SAN Industries Ltd. in Article 11 of the Asset Purchase Agreement, s. 11.1 of which is reproduced below for reference:

The Guarantor hereby unconditionally and irrevocably guarantees to the Vendor the due and punctual performance by the Purchaser of each and every covenant, obligation and undertaking of the Purchaser owed to the Vendor by the Purchaser under this Agreement, and the Purchaser hereby irrevocably waives any limitation to such guarantee that may be available to the Guarantor in connection with any merger, consolidation, bankruptcy, insolvency of the Purchaser or that otherwise may be available to the Purchaser.

Further, Interfor's recent awareness of the facts and circumstances including in regard to rental arrears; that the mill has not been operating since the fire; and, the fact that it appears the mill will not be operating in the immediate future, Interfor is concerned that these circumstances may give rise to Acorn's obligations to the Port with respect to Environmental and Port Obligations, as defined, such as, for example, remediation. As such, Interfor also hereby gives notice of its claim for indemnification of any future costs related to Environmental and Port Obligations arising as a result of the circumstances described above and any other relevant circumstances of which Interfor may become aware; and, as above, its reliance on SAN Industries Ltd.'s applicable guarantee.

Yours Truly,

Hunter Litigation Chambers

for: Randal J. Kaardal, K.C

NCG/

This is Exhibit "D" to the Affidavit #1 of Kimberly Lopez affirmed November 29, 2024 before me at the City of Vancouver.

From: Lisa Picotte-Li < lisa.picotte-li@iwafibp.ca > Sent: Wednesday, November 27, 2024 8:40 AM

To: B. Sunny Aujla < baujla@farris.com >

Cc: Sandy Mangat < sandy.mangat@iwafibp.ca>

Subject: [EXT] RE: Coulson Manufacturing 2017 Ltd. and Sukhjit Sanghera - LT IWA-Forest Industry Pension & LTD Plans -

Demand for Payment

Hi Sunny,

Welcome back! Any updates on this matter?

Regards, Lisa

Lisa Picotte-Li General Counsel

lisa.picotte-li@iwafibp.ca
D 604.454.5468 T 604.433.6310
TF 1.800.663.4384 F 604.433.7897
Suite 2100-3777 Kingsway, Burnaby BC V5H 3Z7
www.iwafibp.ca



Staff of the Plan Office and our rehabilitation offices are honoured to live and work on the traditional and unceded homelands of the hən q əminəm, Skwxwú7mesh, Carrier (Dakelh), and Halq'eméylem speaking peoples whose historical relation with these lands continues.

DAPORTANT NOTICE: This entail and any adachment are possible only for the named recipion, and may control information that is put the oil, confidential and except from a set once to you are not the named recipion, or the coupleyes or agent a set in the selection of the massage to the named recipion, as the coupleyes or agent a set in the selection of the massage to the named recipion and are hereby notified the cryylest distribution or copying of this entail and any attractionents is posterior at it you have a colved one could be error, place on others sended and determined.

From: Lisa Picotte-Li < lisa.picotte-li@iwafibp.ca > Sent: Thursday, November 14, 2024 8:53 AM

To: B. Sunny Aujla < baujla@farris.com >

Cc: Sandy Mangat < sandy.mangat@iwafibp.ca>

Subject: RE: Coulson Manufacturing 2017 Ltd. and Sukhjit Sanghera - LT IWA-Forest Industry Pension & LTD Plans - Demand for Payment

Hi Sunny,

So great to see your name!

There's some urgency as there are a lot of people not receiving their benefit contributions and the balance is substantial. Coulson has also stopped responding to our communications, including options for working through this and arranging for an audit.

I'll hold off on filing our Notice of Civil Claim until December but appreciate you prioritizing this as it directly impacts people's lives. Let me know if you have questions or would like to chat.

Lisa

Lisa Picotte-Li General Counsel

lisa.picotte-li@iwafibp.ca
D 604.454.5468 T 604.433.6310
TF 1.800.663.4384 F 604.433.7897
Suite 2100-3777 Kingsway, Burnaby BC V5H 3Z7
www.iwafibp.ca



Staff of the Plan Office and our rehabilitation offices are honoured to live and work on the traditional and unceded homelands of the han q aminam, Skwxwú7mesh, Carrier (Dakelh), and Halq'eméylem speaking peoples whose historical relation with these lands continues.

ISETOR LANT NOTICE: This email and any acceptions are mended only for the named recipients and may contain income in that is privileged, confidential and exempt from disclosure. If you are not the named recipient, or the employer or agent responsible for detecting the new ways to the named recipient, you are hereby notified that any use, distribution or copying of this email and any attachments is probabiled. If you have received in a received in cross please notify the sender and delete this email.

From: B. Sunny Aujla < baujla@farris.com >

Sent: Wednesday, November 13, 2024 3:41 PM **To:** Lisa Picotte-Li < lisa.picotte-li@iwafibp.ca>

Subject: RE: Coulson Manufacturing 2017 Ltd. and Sukhjit Sanghera - LT IWA-Forest Industry Pension & LTD Plans -

Demand for Payment

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Lisa,

I trust all is well! I am going to be away until the week of November 25th. Can this wait until then?

Thanks,

B. Sunny Aujla
Partner
D: 604-661-9630 (Surrey Office)
D: 236-466-7057 (Vancouver Office)
T: 604-684-9151 (Vancouver Reception)
baujla@farris.com

FARRIS

FARRIS LLP 602 – 13737 96 Ave Surrey, BC V3V 0C6

25th Floor, 700 W Georgia St. Vancouver, BC V7Y 1B3 www.farris.com



This email may contain confidential information which may be protected by legal privilege. If you are not the intended recipient, please immediately notify us by reply email or by telephone. Delete this email and destroy any copies.

This is Exhibit "E" to the Affidavit #1 of Kimberly Lopez affirmed November 29, 2024 before me at the City of Vancouver.

In the matter of a Plan of Compromise or Arrangement of San Industries and those Other Entities Listed on Schedule "A" (collectively the "Debtors")

Disclaimer

Since the Cash Flow Forecast is based on assumptions about future events and conditions that are not ascertainable, the actual results achieved during the Forecast Period (defined below) will vary from the Cash Flow Forecast, even if the assumptions materialize, and such variations may be material. There is no representation, warranty, or other assurance that any of the estimates, forecasts or projections will be realized.

The Cash Flow Forecast is presented in Canadian dollars.

Note 1 Purpose of the Cash Flow Forecast

The purpose of the Cash Flow Forecast is to present the estimated cash receipts and disbursements of the Debtors for the period from November 23, 2024 to January 24, 2025 (the "Forecast Period"). The Cash Flow Forecast has been prepared by the Debtors, in consultation with the Monitor. Readers are cautioned that this information may not be appropriate or relied upon for any other purpose.

Note 2 Accounts Receivable Collections

Outstanding accounts receivable are forecast to be collected based on collection terms, and management's best estimate of when these customers pay in the ordinary course.

Note 3 Sales Collections

Cash receipts from sales are forecast based on projected sales based on the Company's contracts with customers for custom cutting operations and the Company's latest sales forecast for ongoing customer orders, and collections terms with customers.

Note 4 Tax Refund

Tax refund reflects anticipated cash inflows from income tax and sales tax refunds in the Forecast Period.

Note 5 Vendors

Vendor disbursements include, but are not limited to, payments for purchases of log inventory and lumber inventory, and freight and repairs and maintenance expenses, the majority of which is assumed on a cash on demand basis.

Note 6 Payroll

Disbursements for payroll costs include salaries and wages, payroll taxes and remittances, and employee benefits paid to the Debtors' operational and administrative employees. Payroll expenses are forecast based on anticipated headcount, and hours worked (for hourly employees) and are paid bi-weekly and semi-monthly, depending on the payroll group.

Note 7 General and administrative expenses

Disbursements for general and administrative expenses include expenses required to operate the sawmills, and limited administrative costs. These expenses include, but are not limited to utilities, insurance, IT and other overhead costs.

Note 8 Professional Fees

Includes professional fees and disbursements of the Monitor, counsel to the Monitor, counsel to the secured lenders, financial advisor to the Company and counsel to the Company, incurred prior to or projected during the CCAA Proceedings.

Note 9 Leases

Includes monthly lease payments for equipment required to operate the sawmills.

Note 10 Opening Bank Balance

Opening cash reflects management's best estimate based on projected activity for the remainder of the week ending November 29th.

Note 11 Interim Financing

The Cashflow Forecast reflects advances under the DIP facility of \$0.55 million.

In the Matter of SAN Industrires Ltd. et al. Weekly Cashflow

Weekly Cash Flow Forecast ¹¹⁾ In C\$; unaudited		Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forceast	Forecast	
	Notes	1 6-Dec-24	2 13-Dec-24	3 20-Dec-24	4 27-Dec-24	5 3~Jan-25	6 10~Jan-25	7 17-Jan-25	8 24-Jan-25	Total
Receipts Accounts receivable	2	228.964	754,791	381,535	164,448	122,976	291,376	•	•	1,944,089
Sales	m	216,000	432,000	677,000	677,000	677,000	677,000	677,000	000'229	4,710,000
Tax refund	4	•	ľ	•	75,000	,	6 .	•	•	75,000
Total receipts		444,964	1,186,791	1,058,535	916,448	799,976	968,376	677,000	677,000	6,729,089
Operating Disbursements										
Vendors	ιΩ	(345,990)	(482,657)	(382,657)	(382,657)	(332,990)	(332,990)	(332,990)	(332,990)	(2,937,920)
Payroll	9	,	(321,977)	,	(356,977)	*	(321,977)	•	(321,977)	(1,322,909)
General and administrative expenses	7	(70,854)	(347,594)	(49,984)	(47,594)	(70,854)	(47,594)	(298,194)	(49,385)	(982,054)
Professional fees	80	(190,000)	(280,000)	1	(325,000)	(15,000)	(195,000)	,	(285,000)	(1,290,000)
Total operating disbursements		(606,844)	(1,432,228)	(432,641)	(1,112,228)	(421,844)	(900,562)	(634,184)	(992,352)	(6,532,883)
Not onerating cash flow		(161.880)	(245.437)	625,894	(195,780)	378,132	67,814	42,816	(315,352)	196,206
met operating cast non		2001								
Financing Disbursements	á	(35 184)	(4 243)	(969)	(47,600)	(35.184)	•	(1.513)	(23,235)	(144,228)
Total financing disbursements	,	(35,184)	(1,243)	(269)	(47,600)	(35,184)		(1,513)	(23,235)	(144,228)
11.4.		(497 OEA)	(246 680)	625 625	(243,380)	342.947	67.814	41.303	(338.587)	51,978
Net cash now		(100, 101)	(200101-1)	20122	(and a late)					
Opening Bank Balance	10	ì	100,000	100,000	725,625	482,244	825,192	893,006	934,309	, ,
Net cash flow		(197,064)	(246,680)	625,625	(243,380)	342,947	67,814	41,303	(338,587)	51,978
Interim financing	11	297,064	246,680	,	1	ı		*	•	543,/45
Ending bank balance		100,000	100,000	725,625	482,244	825,192	893,006	934,309	595,722	595,722
			,							

To be read in conjunction with the accompanying notes to the Cashilow Forecast.

9

This is Exhibit "F" to the Affidavit #1 of Kimberly Lopez affirmed November 29, 2024 before me at the City of Vancouver.

No. Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36

AND

IN THE MATTER OF THE CANADA BUSINESS CORPORATIONS ACT, R.S.C. 1985, c. C-44, THE BUSINESS CORPORATIONS ACT, S.B.C. 2002, c. 57

AND

IN THE MATTER OF

SAN INDUSTRIES LTD., ACORN FOREST PRODUCTS LTD., AXON LUMBER LTD., COULSON MANUFACTURING 2017 LTD., SAN CEDAR DIRECT SALES LTD., SAN FOREST PRODUCTS LTD., SAN HOLDINGS INC., SUPER-CUT LUMBER INDUSTRIES LTD., 1224676 B.C. LTD., 1260729 B.C. LTD., MOUNTAINSIDE LOGGING LTD., 1170518 B.C. LTD., 1175465 B.C. LTD., SAN FARMING LTD., SAN FOREST SPECIALTY LTD. AND SAN TERMINALS INC.

PETITIONERS

CONSENT TO ACT

Deloitte Restructuring Inc., HEREBY CONSENTS to act as Monitor in the above-captioned proceedings.

DATED at the City of Vancouver, Province of British Columbia, this 28th day of November, 2024.

Deloitte Restructuring Inc.

Per:

Jeff Keeble, CPA, CIRP, LIT

Senior Vice President

This is Exhibit "G" to the Affidavit #1 of Kimberly Lopez affirmed November 29, 2024 before me at the City of Vancouver.

INTERIM LENDING FACILITY TERM SHEET

Dated as of November 29, 2024

WHEREAS:

- A. The Borrowers (defined below) are indebted to the Interim Lender (defined below) pursuant to certain credit facilities (collectively, the "Credit Facilities"). The Borrowers' obligations under the Credit Facilities (the "Pre-Filing Obligations") are secured by certain security granted by the Borrowers in favour of the Interim Lender.
- B. On November 29, 2024 (the "Filing Date"), the Petitioners will initiate creditor protection proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA", and the proceedings commenced thereunder the "CCAA Proceedings"), all under the jurisdiction of the Supreme Court of British Columbia (the "Court").
- C. The Borrowers require, and the Interim Lender has agreed to provide them with, interim financing to fund the Petitioners' restructuring efforts in the CCAA Proceedings.
- D. The Interim Lender is prepared to establish the Interim Lending Facility (defined below) in favour of the Borrowers on the terms and conditions set out in this Interim Financing Commitment Term Sheet (the "Term Sheet").

NOW THEREFORE, the Parties, in consideration of the foregoing and the mutual agreements contained herein (the receipt and sufficiency of such consideration is hereby acknowledged), agree as follows:

1.	DEFINITIONS	Including in the above recitals, capitalized terms used but not otherwise defined herein shall have the meanings given to them at Schedule "A" hereto.
2.	CURRENCY	Unless otherwise stated, all monetary denominations are in Canadian dollars.
3.	INTERIM LENDER	Royal Bank of Canada (the "Interim Lender").
4.	BORROWERS	San Industries Ltd., Coulson Manufacturing 2017 Ltd., Axon Lumber Ltd., San Forest Products Ltd., Super-Cut Lumber Industries Ltd., San Holdings Inc., San Cedar Direct Sales Ltd., and Acorn Forest Products Ltd. (collectively, the "Borrowers", and each, a "Borrower")
5.	JOINT AND SEVERAL	All covenants, agreements and obligations of the Borrowers contained in this Term Sheet relating to or in connection with the Interim Lending Facility shall be on a joint and several basis, and each of the Borrowers shall be jointly and severally liable for and obligated to repay all Obligations (defined below)

		under the Interim Lending Facility. Such joint and several liability is independent of the duties, obligations, and liabilities of each other Borrower. Each of the Borrowers' liability for payment of the Interim Lending Facility shall be a primary obligation, shall be absolute and unconditional, and shall constitute full recourse obligations of each of the Borrowers, enforceable against each of them to the full extent of their respective assets and properties. To the extent permitted by law, any release or discharge, by operation of law, of any Borrower from the performance or observance of any obligation, covenant or agreement contained in this Term Sheet, shall not diminish or impair the liability of any other Borrower in any respect.
6.	INTERIM LENDING FACILITY	The Interim Lender shall provide to the Borrowers a secured, super-priority (debtor-in-possession) non-revolving term credit facility (the "Interim Lending Facility") up to the maximum principal amount of \$600,000 (the "Maximum Amount"), subject to the terms and conditions contained in this Term Sheet.
7.	UPFRONT FEE	The Borrowers shall pay a commitment fee in the amount of \$25,000 (the "Upfront Fee"), which shall be fully earned upon the granting of the Initial Order (defined below) and shall be paid from the first Interim Loan advance. For certainty, the Upfront Fee shall be secured by the Interim Lender's Charge (defined below).
8.	REPAYMENT	 The Interim Lending Facility shall be due and payable on the earliest of the occurrence of any of the following (such date being the "Maturity Date"): March 31, 2025, or such later date as the Interim Lender, in its sole discretion, may (with the consent of the Monitor) agree to in writing with the Borrowers; the date on which: (i) the stay of proceedings in the CCAA Proceedings terminates, including, without limitation, by reason of effluxion of time or order of the Court, all without the consent of the Interim Lender; or (ii) the CCAA Proceedings are terminated for any reason; the closing of a sale or similar transaction for all or substantially all of the Property and business of the Borrowers pursuant to the Sale Process, which sale or

similar transaction has been approved by an order of the Court in the CCAA Proceedings;

- 4. the implementation of a Plan of Arrangement approved by the requisite majorities of the applicable Borrowers' applicable creditors and sanctioned by order of the Court in the CCAA Proceedings; or
- 5. the occurrence of an Event of Default.

The Interim Lender's commitment in respect of the Interim Lending Facility shall expire on the Maturity Date and all amounts outstanding under the Interim Lending Facility, including any and all accrued interest and Fees & Expenses (collectively, the "Obligations") shall be repaid in full on the Maturity Date without the Interim Lender being required to make demand or to give notice that the Interim Lending Facility has expired and the Obligations are due and payable.

The Obligations under this Term Sheet and under any of the Interim Credit Documentation shall not be fully and finally discharged, and the Interim Lender's Charge (defined below) shall not be released, until all Obligations been satisfied in full.

All payments received by the Interim Lender shall be applied: (i) first to any Professional Fees and Expenses due hereunder; (ii) second to prepayment obligations, if applicable; (iii) third to accrued and unpaid interest; and (iv) fourth, after all such Professional Fees and Expenses and interest are brought current, to principal.

9. AVAILABILITY

Subject to the terms and conditions set forth in this Term Sheet, the Initial Order, the ARIO, and any other applicable order made in the CCAA Proceedings, and the satisfaction by the Borrowers or waiver by the Interim Lender of the conditions set forth in this Term Sheet under the heading ADVANCE CONDITIONS, the Interim Lender will make available advances (the "Interim Loans") to the Borrowers under the Interim Lending Facility in an aggregate principal amount not to exceed the Maximum Amount to finance the Petitioners' working capital and operating requirements in accordance with the initial cash flow projection prepared by the Petitioners with the assistance of the Monitor and approved by the Interim Lender, and attached hereto as Schedule "B" (the "Initial Cash Flow Projection"), and all subsequent Cash Flow Projections.

Unless otherwise agreed to in writing in advance by the Interim Lender, in its sole direction, each Interim Loan shall be made by the Interim Lender to the Borrowers as soon as practicable (and in any event within three (3) Business Days) after delivery by the Borrowers to the Interim Lender of a draw request in a form satisfactory to the Interim Lender (each, a "Draw Request") that includes: (i) the Borrowers' request for an Interim Loan along with the amount of such Interim Loan; and (ii) the Monitor's written confirmation that it has reviewed the request and confirmed the need for such Interim Loan, provided that the Borrowers shall not be permitted to make any request for an Interim Loan more than once in any given week unless the Interim Lender provides its written consent for additional requests. **ADVANCE** The Interim Lender's obligation to make each of the Interim Loans hereunder is subject to, and conditional upon, the **CONDITIONS** satisfaction of all of the following conditions precedent: 1. delivery by the Borrowers to the Interim Lender of a Draw Request; by no later than the Filing Date, the Court shall have granted an initial order under the CCAA in form and substance acceptable to the Interim Lender (the "Initial Order"), which order shall, among other things: (i) appoint Deloitte Restructuring Inc. as Monitor with certain enhanced powers; (ii) approve this Term Sheet and authorize the Borrowers to borrow up to the Maximum Amount; and (iii) grant a stay of all proceedings against the Petitioners; further, the Initial Order shall: (i) authorize and direct the 3. Borrowers to enter into this Term Sheet, approve the Interim Loans under the Interim Lending Facility, and grant the Interim Lender's Charge (defined below); (ii) be in full force and effect and shall not be subject to any

Lender;

appeal nor have been stayed, reversed, vacated, rescinded, modified or amended in any respect adversely affecting the Interim Lender, unless otherwise agreed by the Interim

the Interim Lender's Charge shall have the priority set forth in this Term Sheet under the heading **SECURITY**;

10.

- 5. the applicable Cash Flow Projection shall be acceptable to the Interim Lender;
- 6. the amount requested for a particular Interim Loan shall, in the opinion of the Monitor, be consistent with the applicable Cash Flow Projection for the applicable period, or otherwise expressly agreed by the Interim Lender in advance;
- 7. for the applicable Interim Loans, by no later than December 9, 2024, the Court shall have granted an order amending and restating the Initial Order in form and substance satisfactory to the Interim Lender (the "ARIO") which, among other things, extends the relief under the Initial Order;
- 8. for the applicable Interim Loans, the ARIO shall, further:
 (i) authorize and direct the Borrowers to enter into this Term Sheet; (ii) approve the Interim Loans under the Interim Lending Facility and grant the Interim Lender's Charge; and (iii) be in full force and effect and shall not be subject to any appeal, nor have been stayed, reversed, vacated, rescinded, modified or amended in any respect adversely affecting the Interim Lender, unless otherwise agreed by the Interim Lender;
- 9. for the applicable Interim Loans, the Court shall have granted an order in the CCAA Proceedings approving the Sale Process in form and substance acceptable to the Interim Lender (the "Sale Process Order"), and the Sale Process Order shall be in full force and effect and shall not be subject to any appeal, nor have been stayed, reversed, vacated, rescinded, modified or amended in any respect adversely affecting the Interim Lender, unless otherwise agreed by the Interim Lender;
- 10. for the applicable Interim Loans, the Petitioners shall have complied with and met the terms and conditions of the Sale Process, including the milestones of the Sale Process;
- 11. the representations and warranties contained herein shall be true and correct; and
- 12. no Default or Event of Default shall have occurred and be continuing.

11.	ACCOUNT	All Interim Loans shall be deposited into an account of the Borrowers, maintained by the Monitor, and held with the Interim Lender and withdrawn to pay contemplated expenses under the then applicable Cash Flow Projections and otherwise in accordance with the terms hereof.
12.	USE OF PROCEEDS AND CASH FLOW PROJECTIONS	The Interim Loans under the Interim Financing Facility shall be used in accordance with the Initial Cash Flow Projection, and any Updated Cash Flow Projections (defined below, and collectively with the Initial Cash Flow Projection, the "Cash Flow Projections"), as applicable, to fund working capital and general corporate needs of the Petitioners during the CCAA Proceedings, as well professional fees, costs and expenses incurred by the Petitioners and the Monitor in connection with the CCAA Proceedings.
		The Upfront Fee and the Professional Fees and Expenses shall be paid from the first Interim Loan advanced by the Interim Lender.
		No proceeds of the Interim Loans may be used for any purpose other than in accordance with the Cash Flow Projections, except with the prior written consent of the Interim Lender and the Monitor.
13.	INTEREST	The outstanding principal amount of all Interim Loans shall bear interest at the rate of 10% per annum, calculated and accruing monthly in arrears on the last Business Day of each calendar month commencing on December 31, 2024. Interest on each Interim Loan shall accrue on the basis of a year having 365 days, and will be calculated and compounded monthly on the first Business Day of each month.
		For the purposes of disclosure pursuant to the <i>Interest Act</i> (Canada), the annual rates of interest or fees to which the rates calculated in accordance with this Interim Lending Facility are equivalent are the rates so determined multiplied by the actual number of days in the applicable calendar year and divided by 365 or 366, as applicable.
		All payments under or in respect of the Interim Financing Facility shall be made free and clear of any withholding, set-off or other deduction.
		If any provision of this Term Sheet or the Interim Financing Credit Documentation would obligate the Borrowers to make any payment to the Interim Lender of an amount that constitutes

"interest", as such term is defined in the Criminal Code (Canada) and referred to in this section as "Criminal Code Interest", during any one-year period after the date of the first Interim Loan in an amount or calculated at a rate which would result in the receipt by the Interim Lender of Criminal Code Interest at a criminal rate (as defined in the Criminal Code (Canada) and referred to in this section as a "criminal rate"), then, notwithstanding such provision, that amount or rate during such one-year period shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not result in the receipt by the Interim Lender during such one-year period of Criminal Code Interest at a criminal rate, and the adjustment shall be effected, to the extent necessary, by reducing any fees and other amounts (if any) required to be paid to the Interim Lender during such one-year period which would constitute Criminal Code interest.

14. SECURITY

All of the Obligations shall be secured by a Court-ordered, super-priority charge granted in the CCAA Proceedings (the "Interim Lender's Charge") over all present and after-acquired property, assets and undertakings of the Borrowers (including for greater certainty and without limitation, insurance proceeds, inventory, real and intellectual property, goods, documents of title, investment property, securities now owned or hereafter owned or acquired by or on behalf of the Borrowers and those assets set forth on the financial statements of the Borrowers), including all proceeds therefrom and all causes of action of the Borrowers.

The Interim Lender's Charge shall rank ahead of the rights and claims of all other creditors of the Borrowers, and all existing Liens, trusts and charges, but shall be subject to and shall rank behind: (i) an administration charge in the maximum amount of \$750,000 to secure payment of the fees, expenses and disbursements of the Petitioners' counsel, the Monitor, and the Monitor's legal counsel (the "Administration Charge"); (ii) any purchase money security interests in any of the Borrowers' assets; (iii) those claims contemplated by section 11.8(8) of the CCAA; and (iv) any other charge or encumbrance which the Interim Lender, in its sole discretion, agrees may rank ahead of the Interim Lender's Charge (collectively, the "Permitted Priority Liens").

		The Interim Lender's Charge shall be effective without the need for any further documentation or filings in any personal property security registration regime or real property system.
15.	REPRESENTATIONS AND WARRANTIES	The Borrowers represent and warrant to the Interim Lender that:
		1. Subject to the granting of the Initial Order and the ARIO, as applicable, the obligations under this Term Sheet and the Interim Credit Documentation constitute legal, valid, and binding obligations of the Borrowers;
		2. the business operations of the Borrowers have been and will continue to be conducted in material compliance with all Applicable Laws of each jurisdiction in which each such business has been or is being carried on; and
		3. the Borrowers do not have any defined benefit pension plans or similar plans.
		The Borrowers acknowledge and agree that the Interim Lender relied upon the foregoing representations and warrantees in entering into this Term Sheet and the Interim Credit Documentation.
16.	AFFIRMATIVE COVENANTS	The Borrowers covenant and agree, from the date of execution of this Term Sheet and while any Obligations remain outstanding:
		1. to comply with their reporting and other obligations to deliver financial information to the Interim Lender hereunder;
		2. to make no payment that is not contemplated by or in accordance with the Cash Flow Projections (subject to a variance of 10%, the "Permitted Variance"), unless such payment is approved by the Monitor and the Interim Lender;
		3. to allow the Monitor, and the Interim Lender and its designated representatives and financial advisors, full access to the Petitioners' books and records;
		4. upon a sale of all or any part of the Borrowers' assets, Property and business, that the net proceeds of any such sale will be paid to the Interim Lender up to the amounts secured by the Interim Lender's Charge;

- 5. upon receipt of any payments or refunds from any Governmental Authority, the Borrowers (or the Monitor, for and on behalf of the Borrowers, as applicable), will pay all such amounts to the Interim Lender up to the amounts secured by the Interim Lender's Charge;
- 6. to maintain any and all Accounts only with the Interim Lender, and, for clarity and subject only to the terms of the Initial Order and ARIO, close any bank accounts with any other financial institutions;
- 7. to support the Monitor's application for the Sale Process Order, and fully cooperate with the Monitor's conduct of the Sale Process, including pursuant to the Sale Process Order;
- 8. to take all actions reasonably necessary or available to defend the Initial Order, the ARIO, the Sale Process Order, and any other relevant orders from any appeal, reversal, modification, amendment, stay, vacating, or other challenge to the extent it would affect the rights and interests of the Interim Lender (solely in its capacity as Interim Lender);
- 9. to provide the Interim Lender with draft copies of all applications, affidavits, proposed orders or other material or documents that any of them intend to file within the CCAA Proceedings at least two (2) days prior to service of such materials or, where it is not practically possible to do so at least two (2) days prior to any such service, as soon as possible prior to such service;
- 10. to provide to the Interim Lender, promptly upon receipt, with copies of all materials received by the Petitioners from third parties in connection with any application or motion to the Court, or another court, in or in respect of the CCAA Proceedings;
- 11. to pay when due all amounts that are secured by statutory liens or trusts, including without limitation employee source deductions, goods and services taxes, municipal and linear taxes, workplace safety payments and employee salary, but only with respect to those priority payments which rank ahead of the Interim Lender's Charge, or with respect to the Petitioners' obligations

- coming due after the Filing Date, and in all cases in accordance with the applicable Cash Flow Projections;
- 12. to keep the Interim Lender apprised on a timely basis of all developments with respect to their business and affairs;
- 13. to deliver to the Interim Lender by no later than 5:00 p.m. (Vancouver time) on Tuesday of every second week commencing the week after the grant of the Initial Order (or, if Tuesday is not a Business Day, the following Business Day), updated 13-week cash flow projections, in form and substance satisfactory to the Interim Lender, in their discretion, reflecting the projected cash requirements of the Petitioners on a rolling-basis (the "Updated Cash Flow Projections");
- 14. concurrently with the bi-weekly delivery of Updated Cash Flow Projections, to provide a comparison to the previously delivered Updated Cash Flow Projections (or to the Initial Cash Flow Projection, if applicable) including applicable bank reconciliations;
- 15. to maintain all insurance with respect to the Borrowers' assets and Property in existence as of the date of this Term Sheet;
- 16. to preserve, renew and keep in full force their respective corporate existences, and those of the Borrowers' affiliates that have businesses, or hold properties or assets of value greater than \$100,000;
- 17. to forthwith notify the Interim Lender of any event or circumstance that, with the passage of time, may constitute a Default or an Event of Default;
- 18. to forthwith notify the Interim Lender and the Monitor of the occurrence of any Default or Event of Default, or of any event or circumstance that may constitute or cause a material adverse change from the Cash Flow Projections;
- 19. to duly and punctually pay or cause to be paid to the Interim Lender all principal and interest payable by it under this Term Sheet and under any other Interim Credit Documentation on the dates, at the places, and in the amounts and manner set forth herein;

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		20. to comply in all respects with all Applicable Laws and orders granted in the CCAA Proceedings; and
		21. comply in all material respects with their obligations under the Interim Credit Documentation.
17.	NEGATIVE COVENANTS	The Borrowers covenant and agree <u>not</u> to do any of the following, other than with the prior written consent of the Interim Lender:
		1. except as permitted under the Initial Order, ARIO or any other order of the Court in the CCAA Proceedings, to: (i) make any payment of principal or interest in respect of any indebtedness outstanding before the Filing Date; or (ii) sell, assign, transfer, lease or otherwise dispose of all or any part of their assets, tangible or intangible, or Property, outside the ordinary course of business;
		2. to disclaim, terminate or repudiate any material contract or amend any material contract in any material manner;
		3. to establish any defined benefit pension plan;
		4. to enter into any material settlement agreement or agree to any material arrangements with any Governmental Authority or in connection with any litigation, arbitration, investigations, disputes, or other similar proceedings which are threatened or pending against any of the Borrowers;
		5. to create or permit to exist indebtedness for borrowed money other than debt existing before the Filing Date, debt contemplated by this Interim Lending Facility, and post-Filing Date trade payables incurred in the ordinary course of business or authorized by the Court;
		6. to create or permit to exist any Liens on any of the Property other than Permitted Priority Liens;
THE PROPERTY OF THE PROPERTY O		7. to enter into or agree to enter into any investments (other than cash equivalents) or acquisitions of any kind, direct or indirect, in any business;
		8. to assume or otherwise agree to be bound by any contingent liabilities or provide any guarantee or financial assistance to any Person;
		 to establish any defined benefit pension plan; to enter into any material settlement agreement or agrany material arrangements with any Governm Authority or in connection with any litigation, arbitra investigations, disputes, or other similar proceed which are threatened or pending against any of Borrowers; to create or permit to exist indebtedness for borromoney other than debt existing before the Filing debt contemplated by this Interim Lending Facility post-Filing Date trade payables incurred in the ord course of business or authorized by the Court; to create or permit to exist any Liens on any or Property other than Permitted Priority Liens; to enter into or agree to enter into any investments (than cash equivalents) or acquisitions of any kind, or indirect, in any business; to assume or otherwise agree to be bound by contingent liabilities or provide any guarantee or final

- 9. to enter into any amalgamation, reorganization, liquidation, dissolution, winding-up, merger or other transaction or series of transactions whereby, directly, or indirectly, all or any significant portion of the Property would become the property of any other Person or Persons;
- 10. to make or permit any dividends or distributions (whether by reduction of capital or otherwise) with respect to the Borrowers' shares or those of an affiliates', or directly or indirectly purchase, redeem, or otherwise acquire or retire any of the Borrowers' shares or an affiliates';
- 11. to make any payments, loans or transfers to any of the Borrowers' affiliates, in each case other than with the prior consent of the Interim Lender or as permitted under the applicable Cash Flow Projection;
- 12. other than as permitted by the applicable Cash Flow Projection, to make any payments on account of compensation, fees or bonuses of any kind whatsoever to any directors, officers or employees of the Borrowers, directly or indirectly, or to pay any new retainers (other than payments in respect of amounts subject to the Administration Charge), or establish or create any trust accounts;
- 13. to conduct any business or engage in any transaction with an affiliate or non-arm's length Person unless such business or transaction is on terms which would apply to an arm's length transaction;
- 14. other than the Court Ordered Charges, to seek or support an application by another party for an order creating a charge upon any Property (including, without limitation, a critical supplier's charge);
- 15. to amend or seek to amend the Initial Order, the ARIO, or the Sale Process Order;
- 16. to terminate or repudiate any agreement with the Interim Lender, solely in its capacity as lender under the Interim Lending Facility; or
- 17. to seek or obtain any order from the Court that adversely affects the interests of the Interim Lender.

18. EVENTS OF DEFAULT

The occurrence of any one or more of the following events, without the prior written consent of the Interim Lender, shall constitute an event of default ("Event of Default") under this Term Sheet:

- 1. failure by the Borrowers to pay principal or interest when due under this Term Sheet or any other Interim Credit Documentation;
- 2. if any payment is made by the Borrowers that is not contemplated by or in compliance with the Cash Flow Budget, subject to the Permitted Variance, unless such payment is approved by the Monitor and the Interim Lender;
- 3. if any representation or warranty made by the Borrowers under this Term Sheet or any of the Interim Credit Documentation, or any information otherwise provided by the Borrowers to the Interim Lender, proves to be untrue or incorrect in any material respect as of the date when made or deemed made;
- 4. any other breach in the observance or performance of any provision, covenant (affirmative or negative) or agreement contained in this Term Sheet, provided, that, in the case of a breach of any affirmative covenant, such breach remains unremedied for longer than three (3) Business Days following the Borrowers' receipt of notice thereof;
- 5. the Sale Process Order not being granted by the Court on or before January 10, 2025, or such later date as the Interim Lender, in its sole discretion, may agree to in writing;
- 6. any order being entered or any judgment being rendered by the Court in the CCAA Proceedings, or by any other court of competent jurisdiction, that has an adverse effect on the interests of the Interim Lender;
- 7. the Initial Order, the ARIO, or the Sale Process Order ceasing to be in full force and effect;
- 8. if a new monitor is appointed in the CCAA Proceedings without the Interim Lender's prior written consent;
- 9. any Borrower failing to comply with any order granted by the Court in the CCAA Proceedings in any material

- respect and which failure has an adverse effect on the interests of the Interim Lender;
- 10. this Term Sheet or any other Interim Credit Documentation ceasing to be effective or being contested by a Borrower;
- 11. the termination of the CCAA Proceedings, or the conversion thereof to proceedings under the *Bankruptcy* and *Insolvency Act* (Canada), or any order being granted by the Court in the CCAA Proceedings, or by any court of competent jurisdiction, that lifts or grants relief from the stay of proceedings during the CCAA Proceedings (as extended from time to time until the Maturity Date), unless agreed to by the Interim Lender;
- 12. any Plan of Arrangement being filed or sanctioned by the Court that is not in form or substance acceptable to the Interim Lender, if such Plan of Arrangement does not provide for the repayment of the Obligations and the Pre-Filing Obligations in full by the Maturity Date;
- 13. the filing of any motion or proceeding for approval, including in the CCAA Proceedings of: (i) a sale of all or substantially all of the Property that does not pay the Interim Lender's Charge in full; or (ii) an order staying, reversing, vacating, or otherwise modifying the Interim Lender's Charge;
- 14. any of the Borrowers' material licenses or permits being revoked or any Borrower's failing to comply with a material condition required to keep such licenses or permits in good standing and such license or permit not being reinstated or such Borrower's failing to comply with such material condition for a period of more than five (5) Business Days;
- 15. any Borrower becoming subject to a material environmental liability arising after the Filing Date;
- 16. any of the Borrowers making any payments of any kind not permitted by this Term Sheet, the Cash Flow Projections, or any order of the Court in the CCAA Proceedings; or
- 17. there being any adverse change in the financial condition of any of the Borrowers, including with respect to the

		condition or value of any of their assets or Property which, in the Monitor's view, is sufficiently material so as to impair the Interim Lender's security.
19.	REMEDIES	Subject to the terms of the Initial Order, the ARIO, or any other Order made in the CCAA Proceedings, on the date of the occurrence of an Event of Default (the "Termination Date"), any right of the Borrowers to receive any Interim Loan or other accommodation of credit from the Interim Lender shall be immediately terminated and any further loans made, if any, thereafter shall be in the sole discretion of the Interim Lender.
		In addition, and subject to the provisions of the Initial Order, the ARIO, and as set forth in this Term Sheet under the heading REPAYMENT , on the Termination Date all Obligations shall become immediately due and payable.
		Without limiting the foregoing, and subject to the provisions of the Initial Order and ARIO, from and after the date that is three (3) Business Days from the Termination Date, the Interim Lender shall have the right to exercise all other customary remedies under applicable law, including, without limitation, the right to realize on all Property and the collateral securing the Obligations in each case without the necessity of obtaining further relief or order from any court. For greater certainty, the Interim Lender shall have the right to, without limitation: (i) apply to the Court: (1) for the appointment of an interim receiver, a receiver or a receiver and manager of the undertaking, properties and assets of the Borrowers; (2) for the appointment of a trustee in bankruptcy of the Borrowers; and (3) seek any other relief in its sole discretion; and (ii) exercise the powers and rights of a secured party under the <i>Personal Property Security Act</i> (BC) or any other legislation of similar effect applicable to the Interim Lender's Charge.
		Further, for greater certainty, nothing shall prevent the Interim Lender from applying to the Court or any court in any relevant foreign jurisdiction on two (2) Business Days' notice, or such shorter notice as the Court may permit, for such relief as the Interim Lender may determine is necessary or appropriate at any time.
20.	INDEMNITY	The Borrowers agree to indemnify and hold harmless the Interim Lender, its affiliates and its officers, directors, employees, agents, legal counsel, and advisors (each, an "Indemnified Person") from and against any and all suits, actions, proceedings, orders, claims, damages, losses, liabilities

and expenses (including legal fees and disbursements and other costs of investigation or defence, including those incurred upon any appeal) that may be instituted or asserted against or incurred by any such Indemnified Person as a result of or in connection with credit having been extended, suspended or terminated under or in relation to the Interim Lending Facility or the use of the proceeds thereof and the administration of such credit, and any actions or failure to act in connection therewith including the taking of any enforcement actions by the Interim Lender and including any and all environmental liabilities and legal costs and expenses arising out of or incurred in connection with disputes between or among any parties hereto. All such indemnified amounts, if not immediately paid by the Borrowers upon demand, shall be secured by the Interim Lender's Charge. Notwithstanding the foregoing, the Borrowers shall have no obligation to indemnify any Indemnified Person against any such loss, liability cost or expense: (i) to the extent they are found by a final judgment of a court of competent jurisdiction to arise from the gross negligence, bad faith or willful misconduct of such Indemnified Person; or (ii) to the extent arising from any dispute solely among Indemnified Persons other than any claims arising out of any act or omission on the part of the Borrowers. The Interim Lender shall not be responsible or liable to the Borrowers or any other person for consequential or punitive damages. The indemnities granted under this Term Sheet shall survive any termination of this Interim Lending Facility. All consents of the Interim Lender hereunder shall be in **INTERIM LENDER'S** 21. writing. Any consent, approval, instruction, or other expression **APPROVALS** to be delivered by the Interim Lender may be delivered by any written instrument, including by way of electronic mail. The Borrowers shall at their expense and from time to time, do, **FURTHER** 22. execute and deliver, or will cause to be done, executed and **ASSURANCES** delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) and things as the Interim Lender may reasonably request for the purpose of giving effect to this Term Sheet and the Interim Lender's Charge, perfecting, protecting and maintaining the Liens created by the Interim Lender's Charge or establishing compliance with the representations, warranties and conditions of this Term Sheet or any other Interim Credit Documentation.

23.	ENTIRE AGREEMENT	This Term Sheet, including all schedules hereto and the Interim Credit Documentation, constitute the entire agreement between the Parties relating to the subject matter hereof. To the extent that there is any inconsistency between this Term Sheet and the Interim Credit Documentation, this Term Sheet shall govern. Neither this Term Sheet nor any other Interim Credit Documentation, nor any terms hereof or thereof, may be amended, unless such amendment is in writing signed by the Borrowers and the Interim Lender.
24.	AMENDMENTS, WAIVERS, ETC.	No waiver or delay on the part of the Interim Lender in exercising any right or privilege under this Term Sheet or under any other Interim Credit Documentation will operate as a waiver hereof or thereof unless made in writing and signed by an authorized officer of the Interim Lender. Any consent to be provided by the Interim Lender shall be granted or withheld solely in its capacity, and having regard to its interests, as Interim Lender.
25.	ASSIGNMENT	This Term Sheet shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The Borrowers may not assign their rights and obligations under this Agreement without the prior written consent of the Interim Lender. The Interim Lender may assign this Term Sheet and its rights and obligations hereunder, in whole or in part, without the prior consent of the Borrowers. The Borrowers hereby consent to the disclosure of any confidential information in respect of them to any potential assignee provided such potential assignee agrees in writing to keep such information confidential.
26.	SEVERABILITY	Any provision in this Term Sheet or any Interim Credit Documentation which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and thereof or affecting the validity or enforceability of such provision in any other jurisdiction.
27.	NO THIRD PARTY BENEFICIARY	No Person, other than the Parties, are entitled to rely on this Term Sheet, and the Parties agree that this Term Sheet does not confer rights upon any Person not a signatory hereto.

28.	COUNTERPARTS AND FACSIMILE SIGNATURES	This Term Sheet may be executed in any number of counterparts and delivered by facsimile or e-mail transmission, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. Any party may execute this Term Sheet by signing any counterpart of it.
29.	NOTICES	Any notice, request, or other communication hereunder to any of the Parties shall be in writing and be well and sufficiently given if delivered personally or sent by electronic mail to the attention of the person as set forth below:
		In the case of the Interim Lender:
		Fasken Martineau DuMoulin LLP 2900 – 550 Burrard Street Vancouver, BC V6C 0A3
		Attention: Kibben Jackson and Glen Nesbitt Email: kjackson@fasken.com; gnesbitt@fasken.com
		In the case of the Borrowers:
		Farris LLP P.O. Box 10026, Pacific Centre South 25 th Floor, 700 West Georgia Street Vancouver, BC V7Y 1B3
		Attention: Tevia Jeffries Email: tjeffries@farris.com
		In either case, with a copy to the Monitor:
The state of the s		Deloitte Restructuring Inc. 410 West Georgia Street Vancouver, BC V6B 0S7
		Attention: Jeff Keeble and Paul Chambers Email: <u>jkeeble@deloitte.ca</u> ; <u>pchambers@deloitte.ca</u>
		In either case, with a copy to the Monitor's counsel:
		Blake, Cassels & Graydon LLP 3500 – 1133 Melville Street Vancouver, BC V6E 4E5

		Attention: Peter Rubin Email: peter.rubin@blakes.com
30.	GOVERNING LAW AND JURISDICTION	This Term Sheet shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each of the Borrowers irrevocably submits to the exclusive courts of the Province of British Columbia, waives any objections on the ground of venue or forum <i>non conveniens</i> or any similar grounds, and consents to service of process by mail or in any other manner permitted by relevant law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, the Parties hereby execute this Term Sheet as of the date first written above.

Borrowers:	
SAN INDUSTRIES LTD.	
Per: Name: Title:	
COULSON MANUFACTURING 2017 LTD.	
Per: Name: Title:	
AXON LUMBER LTD.	
Per: Name: Title:	
SAN FOREST PRODUCTS LTD.	
Per: Name: Title:	
SUPER-CUT LUMBER INDUSTRIES LTD.	
Per: Name: Title:	
SAN HOLDINGS INC.	
Per: Name: Title:	

SAN CEDAR DIRECT SALES LTD.

Per:	
Name:	
Title:	
ACORN FOREST PRODUCTS LTD.	
Per:	
Name:	
Title:	
Interim Lender:	
ROYAL BANK OF CANADA	
Per:	
Name:	<u> </u>
Title:	

SCHEDULE "A"

Additional Definitions

- "Accounts", and each, an "Account" means all of the Borrowers' existing accounts wherever situated.
- "Applicable Laws" means all federal, provincial, municipal and local laws, statutes, regulations, codes, acts, permits, licenses, ordinances, orders, by-laws, guidelines, notices, protocols, policies, directions and rules and regulations, including, without limitation, environmental protection laws and regulations, and those of any Governmental Authority, which may now, or at any time hereafter, govern, be applicable to or enforceable against or in respect of the Borrowers, the operation of their business or their Property.
- "Business Day" means a day, other than a Saturday, Sunday, or a statutory holiday, on which banks are open for business in the city of Vancouver, British Columbia.
- "Court Ordered Charges" means the Administration Charge and the Interim Lender's Charge.
- "Default" means any Event of Default or any condition or event which, after notice or lapse of time or both, would constitute an Event of Default.
- "Governmental Authority" means any domestic or foreign: (a) federal, provincial, state, municipal, local or other government; (b) governmental or quasi-governmental authority of any nature, including any governmental ministry, agency, branch, department, court, commission, board, tribunal, bureau or instrumentality; or (c) body exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power of any nature.
- "Interim Credit Documentation" means this Term Sheet, the orders of the Court in the CCAA Proceedings approving it and any other definitive documentation in respect of the Interim Lending Facility, which must be in form and substance satisfactory to the Interim Lender.
- "Liens" means all mortgages, pledges, charges, encumbrances, hypothecs, liens and security interests of any kind or nature whatsoever.
- "Monitor" means Deloitte Restructuring Inc.
- "Parties" means the Borrowers and the Interim Lender.
- "Person" means an individual, partnership, corporation (including a business trust), joint venture, limited liability company or other entity, or governmental authority.
- "Petitioners" means San Industries Ltd., Coulson Manufacturing 2017 Ltd., Axon Lumber Ltd., San Forest Products Ltd., Super-Cut Lumber Industries Ltd., San Holdings Inc., San Cedar Direct Sales Ltd., Acorn Forest Products Ltd., 1224676 B.C. Ltd., 1260729 B.C. Ltd., Mountainside Logging Ltd., 1170518 B.C. Ltd., 1175465 B.C. Ltd., San Farming Ltd., San Forest Specialty Ltd., and San Terminals Ltd.
- "Plan of Arrangement" means a plan of arrangement made with any of the Borrowers' creditors within the CCAA Proceedings which has been approved by the requisite majorities of the Borrowers' creditors and the Court.

"Professional Fees and Expenses" means all reasonable and documented fees, disbursements, and outof-pocket expenses incurred by the Interim Lender (including reasonable and documented legal,
consulting, advisor and other professional fees and expenses, on a full indemnity basis), in connection
with the CCAA Proceedings (including preparation for and attendance at the Court), due diligence,
negotiation and documenting of this Term Sheet, the Interim Credit Documentation and all related
documentation, the on-going monitoring and administration of the Interim Lending Facility and the
Interim Credit Documentation, and the enforcement of any of the Interim Lender's rights and remedies
available under the Term Sheet, the Interim Credit Documentation, and any Order.

"Property" means all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof of the Borrowers, or any one of them, or any parts thereof.

"Sale Process" means a Court-supervised sales process to be undertaken by the Monitor, which must be in form and substance satisfactory to the Interim Lender.

SCHEDULE "B"

Initial Cash Flow Projection

In the Matter of SAN Industrires Ltd. et al. Weekly Cashflow

Weekly Cash Flow Forecast ⁽¹⁾ In C\$; unaudited		Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	
		,-	2	33	4	5	9	7	8	
	Notes	6-Dec-24	13-Dec-24	20-Dec-24	27-Dec-24	3-Jan-25	10-Jan-25	17-Jan-25	24~Jan-25	Total
Receipts						6	0		-	044 080
Accounts receivable	7	228,964	754,791	381,535	164,448	122,976	291,376	i 0	000	1,944,069
Sales	ო	216,000	432,000	000'729	677,000	677,000	000'129	677,000	000'779	4,7 10,000
Tax refund	4	,	s !	N:	75,000	*:	j	,		000,67
Total receipts		444,964	1,186,791	1,058,535	916,448	799,976	968,376	677,000	677,000	6,729,089
Operating Disbursements								1		1000
Vendors	s)	(345,990)	(482,657)	(382,657)	(382,657)	(332,990)	(332,990)	(335,990)	(335,990)	(2,937,920)
Pavroll	9	,	(321,977)	•	(326,977)	•	(321,977)	4.	(321,977)	(1,322,909)
General and administrative expenses	7	(70,854)	(347,594)	(49,984)	(47,594)	(70,854)	(47,594)	(298,194)	(49,385)	(982,054)
Professional fees	00	(190,000)	(280,000)	1	(325,000)	(15,000)	(195,000)	,	(285,000)	(1,290,000)
Total operating disbursements		(606,844)	(1,432,228)	(432,641)	(1,112,228)	(421,844)	(900,562)	(634,184)	(992,352)	(6,532,883)
		(454 690)	(OAE A37)	P08 369	(195 780)	378.132	67.814	42.816	(315,352)	196,206
Net operating cash flow		(101,000)	(445,441)	100000	(22)					
Financing Disbursements		1	•	(000)	1000 111	(A04.30)		(4 513)	(23 235)	(144 228)
Leases	6	(35,184)	(1,243).	(607)	(41,000)	(50, 104)		(2,2,1)	(23.225)	(144 228)
Total financing disbursements		(35,184)	(1,243)	(269)	(47,600)	(35, 164)		(010,1)	(007,00)	(a62-1)
Net cash flow		(197,064)	(246,680)	625,625	(243,380)	342,947	67,814	41,303	(338,587)	51,978
Onening Bank Balanca	Ę	Ŧ;	100,000	100,000	725,625	482,244	825,192	893,006	934,309	.
Net cash flow	•	(197,064)	(246,680)	625,625	(243,380)	342,947	67,814	41,303	(338,587)	51,978
Interim financing	1	297,064	246,680	•	P er	•	٧	·		543,745
Ending hank balance		100,000	100,000	725,625	482,244	825,192	893,006	934,309	595,722	595,722
Finding voin beliefor		, , , , , ,	40000							

To be read in conjunction with the accompanying notes to the Cashiflow Forecast.

9

In the matter of a Plan of Compromise or Arrangement of San Industries and those Other Entities Listed on Schedule "A" (collectively the "Debtors")

Disclaimer

Since the Cash Flow Forecast is based on assumptions about future events and conditions that are not ascertainable, the actual results achieved during the Forecast Period (defined below) will vary from the Cash Flow Forecast, even if the assumptions materialize, and such variations may be material. There is no representation, warranty, or other assurance that any of the estimates, forecasts or projections will be realized.

The Cash Flow Forecast is presented in Canadian dollars.

Note 1 Purpose of the Cash Flow Forecast

The purpose of the Cash Flow Forecast is to present the estimated cash receipts and disbursements of the Debtors for the period from November 23, 2024 to January 24, 2025 (the "Forecast Period"). The Cash Flow Forecast has been prepared by the Debtors, in consultation with the Monitor. Readers are cautioned that this information may not be appropriate or relied upon for any other purpose.

Note 2 Accounts Receivable Collections

Outstanding accounts receivable are forecast to be collected based on collection terms, and management's best estimate of when these customers pay in the ordinary course.

Note 3 Sales Collections

Cash receipts from sales are forecast based on projected sales based on the Company's contracts with customers for custom cutting operations and the Company's latest sales forecast for ongoing customer orders, and collections terms with customers.

Note 4 Tax Refund

Tax refund reflects anticipated cash inflows from income tax and sales tax refunds in the Forecast Period.

Note 5 Vendors

Vendor disbursements include, but are not limited to, payments for purchases of log inventory and lumber inventory, and freight and repairs and maintenance expenses, the majority of which is assumed on a cash on demand basis.

Note 6 Payroll

Disbursements for payroll costs include salaries and wages, payroll taxes and remittances, and employee benefits paid to the Debtors' operational and administrative employees. Payroll expenses are forecast based on anticipated headcount, and hours worked (for hourly employees) and are paid bi-weekly and semi-monthly, depending on the payroll group.

Note 7 General and administrative expenses

Disbursements for general and administrative expenses include expenses required to operate the sawmills, and limited administrative costs. These expenses include, but are not limited to utilities, insurance, IT and other overhead costs.

Note 8 Professional Fees

Includes professional fees and disbursements of the Monitor, counsel to the Monitor, counsel to the secured lenders, financial advisor to the Company and counsel to the Company, incurred prior to or projected during the CCAA Proceedings.

Note 9 Leases

Includes monthly lease payments for equipment required to operate the sawmills.

Note 10 Opening Bank Balance

Opening cash reflects management's best estimate based on projected activity for the remainder of the week ending November 29th.

Note 11 Interim Financing

The Cashflow Forecast reflects advances under the DIP facility of \$0.55 million.

This is Exhibit "H" to the Affidavit #1 of Kimberly Lopez affirmed November 29, 2024 before me at the City of Vancouver.

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



Mailing Address: PO Box 9431 Stn Prov Govt Victoria BC V8W 9V3

www.corporateonline.gov.bc.ca

Location: 2nd Floor - 940 Blanshard Street Victoria BC 1 877 526-1526

BC Company Summary

For SAN INDUSTRIES LTD.

Date and Time of Search:

November 29, 2024 08:10 AM Pacific Time

Currency Date:

July 29, 2024

ACTIVE

Incorporation Number:

BC0864999

Name of Company:

SAN INDUSTRIES LTD.

Business Number:

841354269 BC0001

Recognition Date and Time: Last Annual Report Filed:

Incorporated on October 28, 2009 08:37 PM Pacific Time In Liquidation: No

October 28, 2023

Receiver: No

REGISTERED OFFICE INFORMATION

Mailing Address:

602 - 13737 96 AVENUE SURREY BC V3V 0C6

CANADA

Delivery Address:

602 - 13737 96 AVENUE SURREY BC V3V 0C6

CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

602 - 13737 96 AVENUE SURREY BC V3V 0C6

CANADA

Delivery Address:

602 - 13737 96 AVENUE SURREY BC V3V 0C6

CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:

SANGHERA, KAMALJIT SINGH

Mailing Address:

16071 79 AVENUE SURREY BC V4N 0K2

CANADA

Delivery Address:

16071 79 AVENUE SURREY BC V4N 0K2

CANADA

Last Name, First Name, Middle Name:

SANGHERA, SUKHJIT

Mailing Address:

7942-145 STREET SURREY BC V3S 8C2 CANADA

Delivery Address:

7942-145 STREET SURREY BC V3S 8C2 CANADA

OFFICER INFORMATION AS AT October 28, 2023

Last Name, First Name, Middle Name:

Sanghera, Kamaljit Singh

Office(s) Held: (President)

Mailing Address:

25583 - 88TH AVENUE LANGLEY BC V1M 3N8

CANADA

Delivery Address:

25583 - 88TH AVENUE LANGLEY BC V1M 3N8 CANADA

Last Name, First Name, Middle Name:

Sanghera, Sukhjit Singh
Office(s) Held: (Secretary)

Mailing Address:

25583 - 88TH AVENUE LANGLEY BC V1M 3N8 CANADA

Delivery Address:

25583 - 88TH AVENUE LANGLEY BC V1M 3N8 CANADA