



Affidavit #1 of Sandra Riley
made June 28, 2024.

Court File No.: VLC-S-H-240524
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ROYAL BANK OF CANADA

PETITIONER

AND:

WHITEWATER CONCRETE LTD.
WHITEWATER DEVELOPMENTS LTD.
ROBERT KYLE SMITH
CRAIG SMITH
KRYSTLE HOLDINGS LTD.
BASTIAN HOLDINGS LTD.
145 GOLDEN DRIVE LTD.
BARRY CHARLES HOLDINGS LTD.
BECISON HOLDING CORPORATION
G.I.H. PROPERTIES LTD.
MCVICAR & COMPANY
TNL DEVELOPMENTS LTD.
AMAN GILL
PETER CHAPPELL
SANDRA CHAPPELL
TERESA GAUTREAU

RESPONDENTS

AFFIDAVIT

I, SANDRA RILEY, Legal Assistant, of 1100 One Bentall Centre, 505 Burrard Street, in the City of Vancouver, in the Province of British Columbia, MAKE OATH AND SAY AS FOLLOWS:

1. I am a Legal Assistant with the law firm of Kornfeld LLP, the lawyers for Business Development Bank of Canada, the holder of a first mortgage on the property over which the Petitioner seeks to have a receiver appointed, and as

such have personal knowledge of the facts and matters hereinafter deposed to save and except where stated to be upon information and belief and where so stated I verily believe them to be true.

2. I am authorized to make this Affidavit on behalf of Business Development Bank of Canada.
3. Attached as **Exhibit "A"** to this my Affidavit is a true copy of a search of title to the following lands and premises, which lands and premises are the subject matter of these proceedings:

Parcel Identifier No.: 023-895-128
Lot 3 District Lot 67 Group 1 New Westminster District
Plan LMP35071

(the "**Lands**")

showing that Business Development Bank of Canada is the holder of a first mortgage and assignment of rents on the Lands, registered ahead of the interest of the Petitioner.

4. Attached as **Exhibit "B"** to this my Affidavit is a true copy of the Form B Mortgage (the "**Mortgage**") in favour of Business Development Bank of Canada that is registered in first position on the Lands (which Priority Agreement exceeds [10] pages in length and a true copy may be viewed at the offices of Kornfeld LLP, 1100 One Bentall Centre, 505 Burrard Street, Vancouver, British Columbia, during normal business hours).
5. I have been informed by Valerie Lock, Account Manager with Business Development Bank of Canada, and do verily believe that Business

Development Bank of Canada does not consent to a priority over its security in respect of costs or borrowings of the receiver.

6. The Respondent, 145 Golden Drive Ltd. ("**Golden**"), has executed and delivered a guarantee (the "**Whitewater Guarantee**") of advances by Business Development Bank of Canada to the Respondent, Whitewater Concrete Ltd. ("**Whitewater**").
7. Attached as **Exhibit "C"** to this my Affidavit is a true copy of the Whitewater Guarantee.
8. The Respondent Golden has executed and delivered to Business Development Bank of Canada a guarantee (the "**27222 Lougheed Highway Guarantee**") of the obligations of 27222 Lougheed Highway Holdings Ltd. in the maximum amount of \$15,000,000.
9. Attached as **Exhibit "D"** to this my Affidavit is a true copy of the 27222 Lougheed Highway Guarantee.
10. The Mortgage secures all direct obligations of Golden to Business Development Bank of Canada as well as the indirect obligations of Golden to Business Development Bank of Canada pursuant to the Whitewater Guarantee and the 27222 Lougheed Highway Guarantee.
11. I have been informed by Valerie Lock, Account Manager with Business Development Bank of Canada, and do verily believe that the amount of the Whitewater obligation to Business Development Bank of Canada and as guaranteed by Golden under the Whitewater Guarantee is the sum of \$3,205,800 as at June 19, 2024, not including costs or protective disbursements.

- 12. I have been informed by Valerie Lock, Account Manager with Business Development Bank of Canada, and do verily believe that the amount of the 27222 Lougheed Highway obligation to Business Development Bank of Canada and as guaranteed by Golden under the 27222 Lougheed Highway Guarantee is the sum of \$13,150,000 as at June 19, 2024, not including costs or protective disbursements.

- 13. I have been informed by Valerie Lock, Account Manager with Business Development Bank of Canada, and do verily believe that the amount of the Golden direct indebtedness to Business Development Bank of Canada is \$10,520,000 as at June 19, 2024, not including costs or protective disbursements.

- 14. Attached as **Exhibit "E"** to this my Affidavit is a true copy of a Priority Agreement between BDC, the Petitioner and the Respondents Whitewater and Whitewater Developments Ltd. (which Priority Agreement exceeds [10] pages in length and a true copy may be viewed at the offices of Kornfeld LLP, 1100 One Bentall Centre, 505 Burrard Street, Vancouver, British Columbia, during normal business hours).

SWORN BEFORE ME at the City
of Vancouver, in the Province
of British Columbia, this 28th
day of June, 2024.

A Commissioner for taking Affidavits
for British Columbia.

Sandra Riley
SANDRA RILEY

Douglas B. Hyndman
Barrister & Solicitor
1100 - 505 Burrard Street
Vancouver, B.C. V7X 1M5
Telephone: (604) 331-8300

TITLE SEARCH PRINT

2024-06-13, 11:01:01

File Reference: BDC001WHI241

Requestor: Sandra Riley

Declared Value \$7000000

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District NEW WESTMINSTER
Land Title Office NEW WESTMINSTER

Title Number CA2480840
From Title Number CA1397327

Application Received 2012-04-11

Application Entered 2012-04-21

This is Exhibit " A " referred to in the affidavit of Sandra Riley sworn before me at Vancouver in the Province of British Columbia this 26 day of June A.D. 2024
A Commissioner for Taking Affidavits within British Columbia

Registered Owner in Fee Simple
Registered Owner/Mailing Address: 145 GOLDEN DRIVE LTD., INC.NO. BC0924951
145 GOLDEN DRIVE
COQUITLAM, BC
V3K 6T1

Taxation Authority Coquitlam, City of

Description of Land
Parcel Identifier: 023-895-128
Legal Description:
LOT 3 DISTRICT LOT 67 GROUP 1 NEW WESTMINSTER DISTRICT PLAN LMP35071

Legal Notations
HERETO IS ANNEXED EASEMENT BL335521 OVER PART (PLAN LMP35072) LOT 2 PLAN LMP35072

Charges, Liens and Interests
Nature: STATUTORY RIGHT-OF-WAY
Registration Number: 355917C
Registration Date and Time: 1964-06-09 12:21
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA
PLAN 22625 EXTENDED BY L76078
ASSIGNED TO AB203671

TITLE SEARCH PRINT

File Reference: BDC001WHI241
Declared Value \$7000000

2024-06-13, 11:01:01
Requestor: Sandra Riley

Nature: STATUTORY BUILDING SCHEME
Registration Number: S60298
Registration Date and Time: 1980-06-30 12:10
Remarks: INTER ALIA
LAND TITLE ACT SECTION 216
WITH PRIORITY OVER
355917C
MODIFIED BY U30019

Nature: COVENANT
Registration Number: S89438
Registration Date and Time: 1980-09-04 10:26
Registered Owner: DISTRICT OF COQUITLAM
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA
Remarks: INTER ALIA
SECTION 215 LAND TITLE ACT

Nature: STATUTORY BUILDING SCHEME
Registration Number: U30019
Registration Date and Time: 1982-04-07 12:28
Remarks: INTER ALIA
MODIFICATION OF S60298

Nature: STATUTORY RIGHT OF WAY
Registration Number: AB203671
Registration Date and Time: 1988-10-03 10:15
Registered Owner: B.C. GAS INC.
INCORPORATION NO. 74280
BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA
PLAN 22625
ASSIGNMENT OF 355917C (SEE L76078)
REC'D 09/06/1964 @ 12:21

Nature: COVENANT
Registration Number: BL335515
Registration Date and Time: 1997-09-30 15:19
Registered Owner: CITY OF COQUITLAM
Remarks: INTER ALIA

Nature: RESTRICTIVE COVENANT
Registration Number: CA1352064
Registration Date and Time: 2009-11-16 14:52
Remarks: APPURTENANT TO LOT 3 KOOTENAY DISTRICT PLAN 1262

TITLE SEARCH PRINT

File Reference: BDC001WHI241
Declared Value \$7000000

2024-06-13, 11:01:01
Requestor: Sandra Riley

Nature: LEASE
Registration Number: BB1290629
Registration Date and Time: 2010-11-01 10:53
Registered Owner: WHITEWATER CONCRETE LTD.
INCORPORATION NO. 385154

Nature: MORTGAGE
Registration Number: CA7778101
Registration Date and Time: 2019-09-30 11:01
Registered Owner: BUSINESS DEVELOPMENT BANK OF CANADA

Nature: ASSIGNMENT OF RENTS
Registration Number: CA7778102
Registration Date and Time: 2019-09-30 11:01
Registered Owner: BUSINESS DEVELOPMENT BANK OF CANADA

Nature: MORTGAGE
Registration Number: CB481917
Registration Date and Time: 2023-02-17 12:59
Registered Owner: HSBC BANK CANADA

Nature: MORTGAGE
Registration Number: CB576153
Registration Date and Time: 2023-04-21 12:47
Registered Owner: HSBC BANK CANADA

TITLE SEARCH PRINT

File Reference: BDC001WHI241

Declared Value \$7000000

2024-06-13, 11:01:01

Requestor: Sandra Riley

Nature: MORTGAGE
 Registration Number: CB1182040
 Registration Date and Time: 2024-02-27 14:07
 Registered Owner: BARRY CHARLES HOLDINGS LTD.
 INCORPORATION NO. BC0390899
 AS TO AN UNDIVIDED 750000/3000000 INTEREST

Registered Owner: BECISON HOLDING CORPORATION
 INCORPORATION NO. BC0486758
 AS TO AN UNDIVIDED 425000/3000000 INTEREST

Registered Owner: G.I.H. PROPERTIES LTD.
 INCORPORATION NO. BC0966051
 AS TO AN UNDIVIDED 500000/3000000 INTEREST

Registered Owner: MCVICAR & COMPANY HOLDINGS INC.
 INCORPORATION NO. A0116269
 AS TO AN UNDIVIDED 500000/3000000 INTEREST

Registered Owner: TNL DEVELOPMENTS LTD.
 INCORPORATION NO. BC0876733
 AS TO AN UNDIVIDED 175000/3000000 INTEREST

Registered Owner: AMAN GILL
 AS TO AN UNDIVIDED 250000/3000000 INTEREST

Registered Owner: PETER CHAPPELL
 SANDRA CHAPPELL
 AS TO AN UNDIVIDED 250000/3000000 INTEREST AS JOINT
 TENANTS

Registered Owner: TERESA GAUTREAU
 AS TO AN UNDIVIDED 150000/3000000 INTEREST

Remarks: INTER ALIA

TITLE SEARCH PRINT

File Reference: BDC001WHI241

Declared Value \$7000000

2024-06-13, 11:01:01

Requestor: Sandra Riley

Nature: ASSIGNMENT OF RENTS
 Registration Number: CB1182041
 Registration Date and Time: 2024-02-27 14:07
 Registered Owner: BARRY CHARLES HOLDINGS LTD.
 INCORPORATION NO. BC0390899
 AS TO AN UNDIVIDED 750000/3000000 INTEREST
 Registered Owner: BECISON HOLDING CORPORATION
 INCORPORATION NO. BC0486758
 AS TO AN UNDIVIDED 425000/3000000 INTEREST
 Registered Owner: G.I.H. PROPERTIES LTD.
 INCORPORATION NO. BC0966051
 AS TO AN UNDIVIDED 500000/3000000 INTEREST
 Registered Owner: MCVICAR & COMPANY HOLDINGS INC.
 INCORPORATION NO. A0116269
 AS TO AN UNDIVIDED 500000/3000000 INTEREST
 Registered Owner: TNL DEVELOPMENTS LTD.
 INCORPORATION NO. BC0876733
 AS TO AN UNDIVIDED 175000/3000000 INTEREST
 Registered Owner: AMAN GILL
 AS TO AN UNDIVIDED 250000/3000000 INTEREST
 Registered Owner: PETER CHAPPELL
 SANDRA CHAPPELL
 AS TO AN UNDIVIDED 250000/3000000 INTEREST AS JOINT
 TENANTS
 Registered Owner: TERESA GAUTREAU
 AS TO AN UNDIVIDED 150000/3000000 INTEREST
 Remarks: INTER ALIA

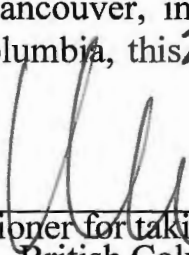
Nature: CERTIFICATE OF PENDING LITIGATION
 Registration Number: CB1365568
 Registration Date and Time: 2024-06-10 09:15
 Registered Owner: ROYAL BANK OF CANADA

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

This is **Exhibit "B"** to Affidavit #1 of Sandra Riley sworn before me at the City of Vancouver, in the Province of British Columbia, this 28th day of June, 2024.



Commissioner for taking Affidavits for
British Columbia

LAND TITLE ACT
FORM B (Section 225)

Sep-30-2019 11:01:08.002

CA7778101 CA7778102

MORTGAGE - PART 1 Province of British Columbia

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Tai-Lun Ying
GX2PJG
Digitally signed by
Tai-Lun Ying GX2PJG
Date: 2019.09.30
09:59:40 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)
Irving D. Laskin (Sheila Martin)
LAWSON LUNDELL LLP, Barristers & Solicitors
16th Floor - 925 West Georgia Street
Vancouver BC V6C 3L2
Document Fees: \$148.32
Ph: 604-685-3456
LTO Client No. 010431
File No. 19904-147897
Document No. 17204775
Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [legal description]
023-895-128 LOT 3 DISTRICT LOT 67 GROUP 1 NEW WESTMINSTER DISTRICT PLAN
LMP35071
STC? YES

3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))
145 GOLDEN DRIVE LTD.
145 GOLDEN DRIVE
COQUITLAM V3K 6T1
BRITISH COLUMBIA CANADA
Incorporation No
BC0924951

4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))
BUSINESS DEVELOPMENT BANK OF CANADA
HAVING ITS HEAD OFFICE IN MONTREAL, QUEBEC, WITH A BUSINESS CENTRE AT
SUITE 200 - 505 BURRARD STREET
VANCOUVER BRITISH COLUMBIA
CANADA V7X 1M3

5. PAYMENT PROVISIONS:						
(a) Principal Amount: SEE SCHEDULE	(b) Interest Rate: SEE SCHEDULE	(c) Interest Adjustment Date: N/A	Y	M	D	
(d) Interest Calculation Period: N/A	(e) Payment Dates: SEE SCHEDULE	(f) First Payment Date: N/A				
(g) Amount of each periodic payment: N/A	(h) Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A % per annum.	(i) Last Payment Date: N/A				
(j) Assignment of Rents which the applicant wants registered ? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> If YES, page and paragraph number: PAGES 8-9, PARAGRAPH 7 D.F. MT060099	(k) Place of payment: POSTAL ADDRESS IN ITEM 4	(l) Balance Due Date: SEE SCHEDULE				

MORTGAGE - PART 1

6. MORTGAGE contains floating charge on land ?
YES NO

7. MORTGAGE secures a current or running account ?
YES NO

8. INTEREST MORTGAGED:
Fee Simple
Other (specify)

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

(a) Prescribed Standard Mortgage Terms

(b) Filed Standard Mortgage Terms

(c) Express Mortgage Terms

D F Number: MT060099

(annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

N/A

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

N/A

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

Officer Signature(s)

SERENE S. Y. CHOW

Barrister & Solicitor

700 - 595 BURRARD STREET
P.O. BOX 49290
VANCOUVER, B.C. V7X 1S8
Tel: (604) 687-6789

Execution Date

Y	M	D
19	09	27

Borrower(s) Signature(s)

145 GOLDEN DRIVE LTD., by its authorized signatory:

ROBERT KYLE SMITH

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM E**

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

5. PAYMENT PROVISIONS

(a) Principal Amount:

This Mortgage secures payment, observance, performance and satisfaction of all of your present and future debts, liabilities and obligations to us (including all future advances and re-advances, interest, and interest on overdue interest), whether direct or indirect, absolute or contingent, joint or several, matured or not, extended or renewed, wherever and however incurred, of whatsoever nature or kind, whether or not provided for herein, and whether owed by you to us as principal, guarantor, indemnitor or otherwise, including all of your present and future debts, liabilities and obligations to us hereunder.

The following terms will have the following meanings in this Mortgage unless the context otherwise requires.

- (i) **"Secured Obligations"** means all of the debts, liabilities and obligations referred to in this item 5(a).
- (ii) **"We", "our" and "us"** means or refers to Business Development Bank of Canada, its successors and assigns; and
- (iii) **"You" and "your"** means or refers to each person described in item 3 of this Part I and includes any heirs, personal representatives, successors or permitted assigns of each person, as the case may be, whether immediate or derivative.

(b) Interest Rate:

Such rate or rates of interest as may be agreed to between you and us in writing from time to time with respect to the Secured Obligations, and payable after as well as before maturity, default and judgment.

(c) Payment Dates:

The dates when the Secured Obligations are required to be paid, observed, performed and satisfied.

(d) Balance Due Date:

The last of the dates on which the Secured Obligations are required to be paid, observed, performed and satisfied.

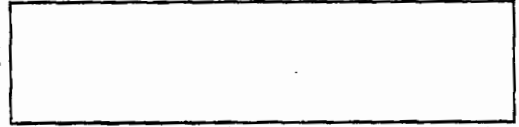
END OF DOCUMENT

LAND TITLE ACT
FORM B (Section 225)

MORTGAGE - PART 1 Province of British Columbia

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.



1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Irving D. Laskin (Sheila Martin)
LAWSON LUNDELL LLP, Barristers & Solicitors
16th Floor - 925 West Georgia Street
Vancouver BC V6C 3L2

Ph: 604-685-3456
LTO Client No. 010431
File No. 19904-147897
Document No. 17204775

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [legal description]

023-895-128 LOT 3 DISTRICT LOT 67 GROUP 1 NEW WESTMINSTER DISTRICT PLAN
LMP35071

STC? YES

3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

145 GOLDEN DRIVE LTD.

145 GOLDEN DRIVE
COQUITLAM

V3K 6T1

BRITISH COLUMBIA
CANADA

Incorporation No
BC0924951

4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

BUSINESS DEVELOPMENT BANK OF CANADA

HAVING ITS HEAD OFFICE IN MONTREAL, QUEBEC, WITH A BUSINESS CENTRE AT
SUITE 200 - 505 BURRARD STREET

VANCOUVER
CANADA

BRITISH COLUMBIA
V7X 1M3

5. PAYMENT PROVISIONS:

(a) Principal Amount: SEE SCHEDULE	(b) Interest Rate: SEE SCHEDULE	(c) Interest Adjustment Date: N/A	Y	M	D
(d) Interest Calculation Period: N/A	(e) Payment Dates: SEE SCHEDULE	(f) First Payment Date: N/A			
(g) Amount of each periodic payment: N/A	(h) <i>Interest Act</i> (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A % per annum.	(i) Last Payment Date: N/A			
(j) Assignment of Rents which the applicant wants registered? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> If YES, page and paragraph number: PAGES 8-9, PARAGRAPH 7 D.F. MT060099	(k) Place of payment: POSTAL ADDRESS IN ITEM 4	(l) Balance Due Date: SEE SCHEDULE			

MORTGAGE - PART 1

6. MORTGAGE contains floating charge on land ?
YES NO

7. MORTGAGE secures a current or running account ?
YES NO

8. INTEREST MORTGAGED:
Fee Simple
Other (specify)

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

- (a) Prescribed Standard Mortgage Terms
- (b) Filed Standard Mortgage Terms
- (c) Express Mortgage Terms

D F Number: MT060099

(annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

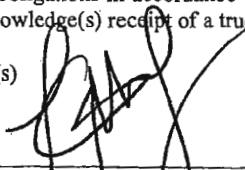
N/A

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

N/A

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

Officer Signature(s)

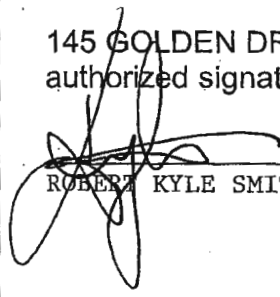


SERENE S. Y. CHOW
Barrister & Solicitor
700 - 595 BURRARD STREET
P.O. BOX 49290
VANCOUVER, B.C. V7X 1S8
Tel: (604) 687-6789

Execution Date

Y	M	D
19	09	27

Borrower(s) Signature(s)



145 GOLDEN DRIVE LTD., by its authorized signatory:

ROBERT KYLE SMITH

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM E**

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

5. PAYMENT PROVISIONS

(a) Principal Amount:

This Mortgage secures payment, observance, performance and satisfaction of all of your present and future debts, liabilities and obligations to us (including all future advances and re-advances, interest, and interest on overdue interest), whether direct or indirect, absolute or contingent, joint or several, matured or not, extended or renewed, wherever and however incurred, of whatsoever nature or kind, whether or not provided for herein, and whether owed by you to us as principal, guarantor, indemnitor or otherwise, including all of your present and future debts, liabilities and obligations to us hereunder.

The following terms will have the following meanings in this Mortgage unless the context otherwise requires.

- (i) "Secured Obligations" means all of the debts, liabilities and obligations referred to in this item 5(a).
- (ii) "We", "our" and "us" means or refers to Business Development Bank of Canada, its successors and assigns; and
- (iii) "You" and "your" means or refers to each person described in item 3 of this Part 1 and includes any heirs, personal representatives, successors or permitted assigns of each person, as the case may be, whether immediate or derivative.

(b) Interest Rate:

Such rate or rates of interest as may be agreed to between you and us in writing from time to time with respect to the Secured Obligations, and payable after as well as before maturity, default and judgment.

(e) Payment Dates:

The dates when the Secured Obligations are required to be paid, observed, performed and satisfied.

(l) Balance Due Date:

The last of the dates on which the Secured Obligations are required to be paid, observed, performed and satisfied.

END OF DOCUMENT



GUARANTEE

GUARANTOR: **145 GOLDEN DRIVE LTD.** the "Guarantor"

CREDITOR: **BUSINESS DEVELOPMENT BANK OF CANADA** "BDC"

DEBTOR: **WHITEWATER CONCRETE LTD.** the "Borrower"

DEBT: **\$3,367,200.00** the "Principal Sum"

LIMIT OF LIABILITY: **\$3,367,200.00** the "Limited Amount"

DATED: September 15, 2022

BDC BUSINESS CENTRE: **British Columbia** the "Governing Jurisdiction"
(Province/Territory)

This is Exhibit " C " referred to in the affidavit of Sandra Riley sworn before me at Vancouver in the Province of British Columbia this 28 day of June A.D. 2024

.....
A Commissioner for taking Affidavits within British Columbia

IN CONSIDERATION of BDC agreeing to make a loan to the Borrower of the Principal Sum, the Guarantor covenants with BDC as follows:

1. DEBT AND SECURITY

In this guarantee, "Loan Security" means all accepted letters of offer, loan agreements, promissory notes, debentures, mortgages, hypothecations, pledges, assignments and security agreements of any kind which BDC may hold at any time as security for the payment of the Principal Sum and all agreements amending, extending or renewing those security instruments. The Guarantor has read all of the Loan Security held by BDC as of the date of this guarantee.

2. GUARANTEE

The Guarantor unconditionally guarantees performance by the Borrower of all promises under the Loan Security and payment by the Borrower of the Principal Sum, protective disbursements, interest and other amounts the Borrower has promised to pay under the Loan Security (the foregoing amounts collectively are called the "Outstanding Balance"). The Guarantor also promises to pay to BDC all legal fees and disbursements, on a solicitor and client basis, incurred by BDC in reference to any suit upon this guarantee. The liability of the Guarantor under this guarantee does not exceed the Limited Amount plus legal expenses plus interest on the Limited Amount at the rate provided under the Loan Security calculated and compounded monthly from the date BDC demands payment under this guarantee.

This guarantee shall be a continuing guarantee and the obligations guaranteed hereunder shall include all present and future indebtedness and liabilities of the Borrower to BDC under the Loan Security, of any nature whatsoever, and whether incurred by the Borrower alone or with others.

3. LIABILITY AS PRINCIPAL DEBTOR

As between BDC and the Guarantor, the Guarantor is liable as principal debtor for all of the Borrower's covenants contained in the Loan Security notwithstanding any act or omission of the Borrower or of BDC which might otherwise operate as a partial or absolute discharge of the Guarantor if the Guarantor were only a surety.

4. LIABILITY NOT DIMINISHED BY ACTS OF THE BANK OR THE BORROWER

Except for payment of all sums due under the Loan Security, payment of the amount due under this guarantee or written discharge, no act or omission of BDC or of the Borrower, before or after default, discharges or diminishes the liability of the Guarantor under this guarantee and without restricting the foregoing, the Guarantor covenants with BDC as follows:

- (a) BDC may grant time and other indulgences to the Borrower, to a Guarantor and to any other person liable for all or any portion of the Principal Sum;
- (b) BDC may modify, extend or renew (in either case, on the then current, or on new, terms), exchange, abstain from perfecting, discharge or abandon the Loan Security or any part of it or anything mortgaged or charged by it;
- (c) BDC may enter into any agreement with the Borrower to vary the terms of any agreement affecting the payment or repayment of Principal Sum, including a change in the rate of interest chargeable on the Principal Sum;
- (d) BDC may enter into any agreement or accept any compromise that has the effect of diminishing or extinguishing the liability of the Borrower to BDC or the value of the Loan Security or the value of anything mortgaged by it;
- (e) BDC need not ascertain or enforce compliance by the Borrower or any other person with any covenant under the Loan Security;
- (f) BDC bears no responsibility for any neglect or omission with respect to anything mortgaged under the Loan Security, either during possession by the Borrower or by any third party or by BDC or by anyone on behalf of BDC;

- (g) BDC is not bound to seek recourse against the Borrower before requiring payment from the Guarantor and BDC may enforce its various remedies under this guarantee and the Loan Security or any part of it at any time, in any manner and in any order as BDC may choose;
- (h) BDC bears no duty to the Guarantor in respect of the liquidation of anything mortgaged under the Loan Security and, without restricting the foregoing, it is under no duty to avoid waste of, to obtain a fair price for or to avoid neglect in the liquidation of anything mortgaged under the Loan Security;
- (i) BDC has no obligation to ensure that any Loan Security, other guarantee or security collateral to a guarantee is executed, perfected or delivered and, if by reason of want of authority or failure of execution and delivery or failure to comply with laws respecting perfection and registration of instruments or any other reason, any intended Loan Security, guarantee or collateral security is not granted, is unenforceable or becomes unenforceable, the liability of the Guarantor under this guarantee remains enforceable and undiminished; and
- (j) The Guarantor confirms and agrees that any modifications of the loan terms or Loan Security may be agreed upon directly between BDC and the Borrower without notice to the Guarantor and without the Guarantor's further concurrence.

5. SUBROGATION

The Guarantor shall not be subrogated in any manner to any right of BDC until all money due to BDC under the Loan Security is paid.

6. RELEASE

If more than one person guarantees any of the obligations of the Borrower to BDC under this guarantee or any other instrument, BDC may release any of those persons on any terms BDC chooses and each person executing this guarantee who has not been released shall remain liable to BDC under this guarantee as if the person so released had never guaranteed any of the obligations of the Borrower.

7. PAYMENT AND REMEDYING DEFAULTS

The Guarantor shall pay the amount guaranteed or rectify any default immediately upon receiving a demand from BDC and shall do so whether or not BDC has exhausted its recourses against the Borrower, other parties, the Loan Security or anything mortgaged under the Loan Security. A demand is effectually made when a letter is posted to the address of the Guarantor last known to BDC.

8. NO COLLATERAL AGREEMENTS OR REPRESENTATIONS

Any agreement between BDC and the Guarantor diminishing the liability of the Guarantor under this guarantee, altering any term of this guarantee or imposing any condition against the operation of any such term is of no further force or effect. Any representation made by BDC having such effect is waived. The Guarantor warrants that there are no agreements, representations or conditions that have been relied upon by the Guarantor that are not expressed in this guarantee.

9. CHANGES MUST BE IN WRITING

This guarantee may only be amended by writing executed by BDC. No agreement has the effect of diminishing or discharging the liability of the Guarantor under this guarantee unless the agreement is in writing and executed by BDC. The Guarantor shall not rely upon any future representation made by BDC in respect of the liability of the Guarantor under this guarantee unless such representation is in writing executed by BDC.

10. JOINT AND SEVERAL LIABILITY

Where this guarantee has been executed by more than one person, the liability of the persons executing this guarantee is joint and several and every reference in this guarantee to the "Guarantor" shall be construed as meaning each person who has executed it as well as all of them. This guarantee is binding on those who have executed it notwithstanding that it may remain unexecuted by any other person.

11. JURISDICTION

The laws of the Governing Jurisdiction shall govern the enforcement of this Guarantee and the Guarantor agrees to submit to the jurisdiction of the Courts of the Governing Jurisdiction.


12. ASSIGNS

This guarantee is binding upon the Guarantor and the Guarantor's heirs, executors, administrators, successors and assigns and shall enure to the benefit of BDC, its successors and assigns. BDC may assign this guarantee.

13. COUNTERPARTS

This guarantee may be executed in any number of counterparts each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page of this guarantee by telecopy shall be effective as delivery of a manually executed counterpart of this guarantee.

145 GOLDEN DRIVE LTD.
by its authorized signatory(ies):

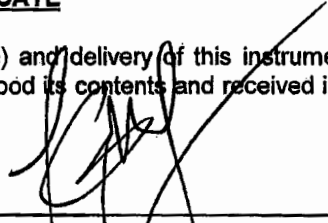


Authorized signatory

Authorized signatory

SOLICITOR'S CERTIFICATE

I certify that I facilitated the execution, sealing (where applicable) and delivery of this instrument, and satisfied myself that the person executing this instrument read and understood its contents and received independent legal advice where necessary.



Solicitor
SERENEUS Y. CHOW
Barrister & Solicitor
700 - 595 BURRARD STREET
P.O. BOX 49290
VANCOUVER, B.C. V7X 1S8
Tel: (604) 687-6789



GUARANTEE

GUARANTOR: 145 GOLDEN DRIVE LTD. the "Guarantor"

CREDITOR: BUSINESS DEVELOPMENT BANK OF CANADA "BDC"

DEBTORS: 27222 LOUGHEED HIGHWAY HOLDINGS LTD.
SKAW PROPERTIES LTD. the "Borrower"

DEBT: \$15,000,000 the "Principal Sum"

LIMIT OF LIABILITY: \$15,000,000 (if not limited say "Unlimited") the "Limited Amount"

DATED: September 21, 2019

BDC BUSINESS CENTRE: BRITISH COLUMBIA (Province/Territory) the "Governing Jurisdiction"

THIS IS EXHIBIT "D" referred to in the affidavit of Sandra Riley sworn before me at Vancouver in the Province of British Columbia this 28 day of June A.D. 2024

.....
A Commissioner for taking Affidavits within British Columbia

13

IN CONSIDERATION of BDC agreeing to make a loan to the Borrower of the Principal Sum, the Guarantor covenants with BDC as follows:

1. DEBT AND SECURITY

In this guarantee, "Loan Security" means all accepted letters of offer, loan agreements, promissory notes, debentures, mortgages, hypothecations, pledges, assignments and security agreements of any kind which BDC may hold at any time as security for the payment of the Principal Sum and all agreements amending, extending or renewing those security instruments. The Guarantor has read all of the Loan Security held by BDC as of the date of this guarantee.

2. GUARANTEE

The Guarantor unconditionally guarantees performance by the Borrower of all promises under the Loan Security and payment by the Borrower of the Principal Sum, protective disbursements, interest and other amounts the Borrower has promised to pay under the Loan Security (the foregoing amounts collectively are called the "Outstanding Balance"). The Guarantor also promises to pay to BDC all legal fees and disbursements, on a solicitor and client basis, incurred by BDC in reference to any suit upon this guarantee. The liability of the Guarantor under this guarantee does not exceed the Limited Amount plus legal expenses plus interest on the Limited Amount at the rate provided under the Loan Security calculated and compounded monthly from the date BDC demands payment under this guarantee.

This guarantee shall be a continuing guarantee and the obligations guaranteed hereunder shall include all present and future indebtedness and liabilities of the Borrower to BDC under the Loan Security, of any nature whatsoever, and whether incurred by the Borrower alone or with others.

3. LIABILITY AS PRINCIPAL DEBTOR

As between BDC and the Guarantor, the Guarantor is liable as principal debtor for all of the Borrower's covenants contained in the Loan Security notwithstanding any act or omission of the Borrower or of BDC which might otherwise operate as a partial or absolute discharge of the Guarantor if the Guarantor were only a surety.

4. LIABILITY NOT DIMINISHED BY ACTS OF THE BANK OR THE BORROWER

Except for payment of all sums due under the Loan Security, payment of the amount due under this guarantee or written discharge, no act or omission of BDC or of the Borrower, before or after default, discharges or diminishes the liability of the Guarantor under this guarantee and without restricting the foregoing, the Guarantor covenants with BDC as follows:

- (a) BDC may grant time and other indulgences to the Borrower, to a Guarantor and to any other person liable for all or any portion of the Principal Sum;
- (b) BDC may modify, extend or renew (in either case, on the then current, or on new, terms), exchange, abstain from perfecting, discharge or abandon the Loan Security or any part of it or anything mortgaged or charged by it;
- (c) BDC may enter into any agreement with the Borrower to vary the terms of any agreement affecting the payment or repayment of Principal Sum, including a change in the rate of interest chargeable on the Principal Sum;
- (d) BDC may enter into any agreement or accept any compromise that has the effect of diminishing or extinguishing the liability of the Borrower to BDC or the value of the Loan Security or the value of anything mortgaged by it;
- (e) BDC need not ascertain or enforce compliance by the Borrower or any other person with any covenant under the Loan Security;
- (f) BDC bears no responsibility for any neglect or omission with respect to anything mortgaged under the Loan Security, either during possession by the Borrower or by any third party or by BDC or by anyone on behalf of BDC;

- (g) BDC is not bound to seek recourse against the Borrower before requiring payment from the Guarantor and BDC may enforce its various remedies under this guarantee and the Loan Security or any part of it at any time, in any manner and in any order as BDC may choose;
- (h) BDC bears no duty to the Guarantor in respect of the liquidation of anything mortgaged under the Loan Security and, without restricting the foregoing, it is under no duty to avoid waste of, to obtain a fair price for or to avoid neglect in the liquidation of anything mortgaged under the Loan Security;
- (i) BDC has no obligation to ensure that any Loan Security, other guarantee or security collateral to a guarantee is executed, perfected or delivered and, if by reason of want of authority or failure of execution and delivery or failure to comply with laws respecting perfection and registration of instruments or any other reason, any intended Loan Security, guarantee or collateral security is not granted, is unenforceable or becomes unenforceable, the liability of the Guarantor under this guarantee remains enforceable and undiminished; and
- (j) The Guarantor confirms and agrees that any modifications of the loan terms or Loan Security may be agreed upon directly between BDC and the Borrower without notice to the Guarantor and without the Guarantor's further concurrence.

5. SUBROGATION

The Guarantor shall not be subrogated in any manner to any right of BDC until all money due to BDC under the Loan Security is paid.

6. RELEASE

If more than one person guarantees any of the obligations of the Borrower to BDC under this guarantee or any other instrument, BDC may release any of those persons on any terms BDC chooses and each person executing this guarantee who has not been released shall remain liable to BDC under this guarantee as if the person so released had never guaranteed any of the obligations of the Borrower.

7. PAYMENT AND REMEDYING DEFAULTS

The Guarantor shall pay the amount guaranteed or rectify any default immediately upon receiving a demand from BDC and shall do so whether or not BDC has exhausted its recourses against the Borrower, other parties, the Loan Security or anything mortgaged under the Loan Security. A demand is effectually made when a letter is posted to the address of the Guarantor last known to BDC.

8. NO COLLATERAL AGREEMENTS OR REPRESENTATIONS

Any agreement between BDC and the Guarantor diminishing the liability of the Guarantor under this guarantee, altering any term of this guarantee or imposing any condition against the operation of any such term is of no further force or effect. Any representation made by BDC having such effect is waived. The Guarantor warrants that there are no agreements, representations or conditions that have been relied upon by the Guarantor that are not expressed in this guarantee.

9. CHANGES MUST BE IN WRITING

This guarantee may only be amended by writing executed by BDC. No agreement has the effect of diminishing or discharging the liability of the Guarantor under this guarantee unless the agreement is in writing and executed by BDC. The Guarantor shall not rely upon any future representation made by BDC in respect of the liability of the Guarantor under this guarantee unless such representation is in writing executed by BDC.

10. JOINT AND SEVERAL LIABILITY

Where this guarantee has been executed by more than one person, the liability of the persons executing this guarantee is joint and several and every reference in this guarantee to the "Guarantor" shall be construed as meaning each person who has executed it as well as all of them. This guarantee is binding on those who have executed it notwithstanding that it may remain unexecuted by any other person.

11. JURISDICTION

The laws of the Governing Jurisdiction shall govern the enforcement of this Guarantee and the Guarantor agrees to submit to the jurisdiction of the Courts of the Governing Jurisdiction.


12. ASSIGNS

This guarantee is binding upon the Guarantor and the Guarantor's heirs, executors, administrators, successors and assigns and shall enure to the benefit of BDC, its successors and assigns. BDC may assign this guarantee.

13. COUNTERPARTS

This guarantee may be executed in any number of counterparts each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page of this guarantee by telecopy shall be effective as delivery of a manually executed counterpart of this guarantee.

145 GOLDEN DRIVE LTD.
by its authorized signatory(ies):



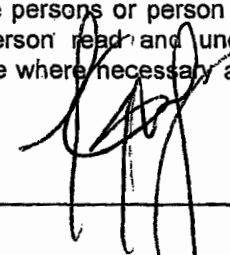
Authorized signatory

Authorized signatory

SOLICITOR'S CERTIFICATE

I certify that I subscribed to the execution of this instrument by the persons or person whose signature appears beside my subscription only after satisfying myself that the person read and understood this instrument, ascertaining that the person had received independent legal advice where necessary and seeing the instrument executed, sealed and delivered.

Solicitor


SERENE S.Y. CHOW
Barrister & Solicitor
700 - 595 BURRARD STREET
P.O. BOX 49290
VANCOUVER, B.C. V7X 1S8
Tel: (604) 687-6789



PRIORITY AGREEMENT

This is Exhibit " E " referred to in the affidavit of Sandra Riley sworn before me at Vancouver in the Province of British Columbia this 26 day of June A.D. 2024
A Commissioner for Taking Affidavits within British Columbia

THIS AGREEMENT dated September 26, 2019

- AMONG: BUSINESS DEVELOPMENT BANK OF CANADA with a business centre at Suite 200 – 505 Burrard Street, Vancouver, British Columbia, V7X 1M3
("BDC")
- AND: HSBC BANK CANADA, having an office at Suite 200 – 885 West Georgia Street, Vancouver, British Columbia, V6C 3G1
("Lender")
- AND: WHITEWATER CONCRETE LTD.
WHITEWATER DEVELOPMENTS LTD.
all of 145 Golden Drive, Coquitlam, British Columbia
(collectively, the "Customer")

WHEREAS:

- A. The Customer has granted or agreed to grant to BDC security interests in all of the Customer's present and after-acquired personal property to secure present and future debts and obligations of the Customer to BDC;
- B. The Customer has granted or agreed to grant to the Lender security interests in all of the Customer's present and after-acquired personal property, to secure present and future debts and obligations of the Customer to the Lender;
- C. The parties hereto have agreed to enter into this agreement in order to set out the respective priorities of the BDC Security and the Lender Security;

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the parties hereto covenant and agree as follows:

ARTICLE 1 - CONSENT

- 1.01 BDC hereby acknowledges its consent to the creation and issue by the Customer to the Lender of the Lender Security and to the incurring by the Customer of the indebtedness evidenced thereby.
- 1.02 The Lender hereby acknowledges its consent to the creation and issue by the Customer to BDC of the BDC Security and to the incurring by the Customer of the indebtedness evidenced thereby.

ARTICLE 2 - INTERPRETATION

- 2.01 The preamble hereto forms an integral part of this Agreement.
- 2.02 In this Agreement, the following terms shall have the following meanings:
 - (a) "BDC Priority Assets" means (i) all present and after-acquired personal property of the Customer that is financed by BDC from time to time, and (ii) the equipment listed in Schedule "A" hereto and all proceeds thereof and therefrom;

- (b) "BDC Security" means all registered security interests now or hereafter held by BDC in any or all of the Customer's present and after acquired personal property to secure present and future debts and obligations of the Customer to BDC;
- (c) "Lender Priority Assets" means all present and after-acquired personal property of the Customer other than the BDC Priority Assets;
- (d) "Lender Security" means all registered security interests now or hereafter held by the Lender in any or all of the Customer's present and after acquired personal property to secure present and future debts and obligations of the Customer to the Lender;
- (e) "PPSA" means the applicable *Personal Property Security Act*; and
- (f) "Secured Parties" means BDC and the Lender, and a "Secured Party" means either of them and each of their respective successors and permitted assigns.

ARTICLE 3 - PRIORITIES

- 3.01 (a) The BDC Security is hereby postponed and subordinated to the security constituted by the Lender Security with respect to the Lender Priority Assets, to the extent of the Customer's indebtedness to the Lender from time to time, together with all accrued interest thereon and all costs, charges and expenses incurred by the Lender in connection therewith.
- (b) The Lender Security is hereby postponed and subordinated to the security constituted by the BDC Security with respect to the BDC Priority Assets, to the extent of the Customer's indebtedness to BDC from time to time, together with all accrued interest thereon and all costs, charges and expenses incurred by BDC in connection therewith.
- 3.02 The subordinations and postponements herein shall apply in all events and circumstances regardless of:
 - (a) the date of execution, attachment, registration or perfection of any security interest held by BDC or the Lender; or
 - (b) the date of any advance or re-advances made to the Customer by BDC or the Lender; or
 - (c) the date of default by the Customer under any of the BDC Security or the Lender Security or the dates of crystallization of any floating charges held by BDC or the Lender; or
 - (d) any priority granted by any principle of law or any statute, including the PPSA.
- 3.03 Any proceeds, including, without limitation, any insurance proceeds received by the Customer or by BDC or the Lender in respect of the collateral charged by the BDC Security or the Lender Security shall be dealt with according to the preceding provisions hereof as though such proceeds were paid or payable as proceeds of realization of the collateral for which they compensate subject to subparagraphs (a), (b) and (c):
 - (a) The Lender's priorities herein shall not extend to any payments against the Customer's indebtedness to BDC received by BDC in the ordinary course of business and prior to written notice of the Customer's default from the Lender;
 - (b) BDC's priorities herein shall not extend to any payments against the Customer's indebtedness to the Lender received by the Lender in the ordinary course of business and prior to written notice of the Customer's default from BDC; and
 - (c) With the exception of monies deposited in any accounts designated as trust accounts by the Customer for the benefit of BDC, BDC shall not be entitled, notwithstanding anything to the contrary in this Agreement, to make a claim against any monies which are deposited in or disbursed from any account of the Customer maintained with the Lender, except for monies deposited therein after the time the Lender has received written notice from BDC that it is

enforcing the BDC Security against the Customer and which are not subject to the security interest and priority of the Lender as set out and agreed to in this Agreement.

- 3.04 If any of the BDC Security or the Lender Security is claimed or found by a trustee in bankruptcy or a court of competent jurisdiction to be unenforceable, invalid, unregistered or unperfected, then the foregoing provisions of this Article 3 shall not apply to such security to the extent that such security is so found to be unenforceable, invalid, unregistered or unperfected as against a third party unless the secured party shall be diligently contesting such a claim and has provided the other party with a satisfactory indemnity.
- 3.05 Each of the parties hereto shall permit any of the other parties hereto and their employees, agents and contractors, access at all reasonable times to any property and assets of the Customer upon which it has a prior charge or security interest in accordance with the terms hereof and to permit such other party to remove such property and assets from the premises of the Customer at all reasonable times without interference, provided that such other party shall promptly repair any damage caused to the premises by the removal of any such property or assets.
- 3.06 If any person, other than the Secured Parties, shall have a valid claim, right or interest in or to any of the present or after-acquired personal property of the Customer which is subject to all or any part of the BDC Security or the Lender Security, as the case may be, in priority to or on a parity with one of the Secured Parties but not in priority to or on a parity with the other Secured Party, then this Agreement shall not apply so as to diminish the rights (as such rights would have been but for this Agreement) of such other Secured Party to such property or the proceeds thereof.
- 3.07 Nothing in this Agreement affects the priority of any security over the Customer's real property interests held by BDC or the Lender. The real property interests of the Customer are excluded from the operation of this agreement.
- 3.08 This Agreement is not intended to affect the priority of any third party claims and no such parties may benefit from anything contained herein.
- 3.09 Nothing in this Agreement shall affect the priority of purchase money security interests (as defined in the PPSA) hereafter acquired by BDC or the Lender in specific equipment of the Customer. As between the parties where either BDC or the Lender finances the acquisition of equipment by the Customer, BDC or the Lender will be entitled to a purchase money security interest whether they advance their funds before or after the Customer has paid for the equipment and whether or not the funds are paid directly to the vendor so long as the funds are advanced in connection with the acquisition by the Customer of rights in such equipment.

ARTICLE 4 - COVENANTS OF THE CUSTOMER

- 4.01 The Customer hereby confirms to and agrees with BDC and the Lender that so long as any of the indebtedness of the Customer to BDC and the Lender remains outstanding, it shall stand possessed of its assets so charged for BDC and for the Lender in accordance with their respective interests and priorities, as herein set out.

ARTICLE 5 - GENERAL

- 5.01 From time to time upon request therefor BDC and the Lender may advise each other of the particulars of the indebtedness and liability of the Customer to each other and all security held by each therefor.
- 5.02 BDC and the Lender each agree that, except as required by law, it will not transfer or assign any of its security from the Customer without first obtaining from the proposed assignee or transferee an agreement to be bound by the provisions of this Agreement.
- 5.03 Prior to making any demand for payment on the Customer or proceeding to enforce its security, BDC or the Lender, as the case may be, shall provide notice of such demand or enforcement to the other of them, provided, however, that neither shall be liable for any accidental omission to provide the said notice.

5.04 Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be addressed and delivered to the parties hereto as follows:

for BDC: Suite 200 – 505 Burrard Street
Vancouver, British Columbia
V7X 1M3
Attention: The Manager

for the Lender: Suite 200 – 885 West Georgia Street
Vancouver, British Columbia
V6C 3G1
Attention: Michael

5.05 Each of the Customer, BDC and the Lender shall do, perform, execute and deliver all acts, deeds and documents as may be necessary from time to time to give full force and effect to the interests of this Agreement; provided however, that no consent of the Customer shall be necessary to any amendment of the terms hereof by BDC and the Lender unless the interests of the Customer are directly affected thereby.

5.06 This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof.

5.07 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5.08 This Agreement shall be governed by and construed in accordance with the laws of the province in which the business centre of the BDC is located as described on page 1.

[Signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hand(s) of their duly authorized officer(s) on the date first above written.


BUSINESS DEVELOPMENT BANK OF CANADA

Per: _____

Per: _____

HSBC BANK CANADA

Per:  _____

Per:  _____